

AGENDA
ENVIRONMENTAL COMMITTEE & ORDINANCE COMMITTEE
Tuesday, June 16, 2020
7:00 PM

<https://zoom.us/j/95421094965>

Environmental Committee: Karen White, Chair
Robert O'Brien
Renée Sutton
Dan Unrath

1. Storm Water Management Program (MS4)

The National Pollutant Discharge Elimination System (NPDES) MS4 permit, which the City operates under, requires permittees to develop and implement a comprehensive Storm Water Management Program (SWMP) that must include pollution prevention measures, treatment or removal techniques, monitoring, use of legal authority, and other appropriate measures to control the quality of storm water discharged to the storm drains and thence to waters of the United States. The City has completed its SWMP plan, and Jim Sprague has been invited to the meeting to discuss the plan and answer Council questions.

2. Sewer Fund Capital Budget Amendment

Last year the emergency generator at the Towne Harbor lift station developed mechanical problems. The existing unit is approximately 40 years old, and although the manufacturer is still in business, parts to repair the engine are not currently available. Therefore, the replacement of this unit, which was already in the sewer fund capital plan, was included in the 2020 budget. Staff would like to remove the existing emergency generator and fuel tank, and replace it with a new modular option that includes the engine, generator and fuel tank in one unit. The project will require electrical work and some improvements to the lift station enclosure, including the installation of drywall to meet the Fire Code and new duct work to discharge the engine exhaust. The total price of the proposed work is estimated at \$48,550, but only \$35,000 was budgeted for the project. Staff requests a Sewer Fund Capital Budget Amendment of \$13,550 to cover the remaining cost of the replacement. Jim Sprague will be at the meeting to discuss the request and answer questions for Council.

3. Discussion on Summer Camp

On May 27th, City Staff made the decision to cancel all summer programs in the City of Canandaigua. The City held off as long as possible prior to making this decision, as several surrounding municipalities made the decision to cancel summer programming sooner. Despite the Governor stating summer camps could run, the State provided municipalities with no guidance on what the guidelines and restrictions on programs would be until June 9th. The guidance towards running summer programming offered in the 15-page document creates serious concerns, and the restrictions/guidelines required to run may present fiscal and logistical challenges to great to overcome. Recognizing the importance of these programs to the community, the City is exploring the possibility of alternative summer programming, but it will not be on the scale or the same offer as in previous years. This item was added to the agenda for further discussion.

4. Electronic Supply Agreement for CCA

On April 2, 2020, City Council passed Resolution No. 2020-030 selecting Joule, in conjunction with Roctricity, LLC ("Roctricity"), to be the 3rd Party Administrator for the City of Canandaigua's Community Choice Aggregation (CCA) Program. Part of that work includes procurement, and Joule needs authorization to issue an RFP and obtain bids for 100% Renewable Energy on the City's behalf. By

approving the Electronic Supply Agreement and authorizing its execution, Council will enable Joule to manage the energy procurement process, prepare and issue the Supply RFP, and make recommendations for award to the City while reserving the right for the City to make the final award decision. A draft resolution and the agreement are attached for review.

5. Renaming Squaw Island

Recently, a community member named Edward Randolph raised concerns with the name “Squaw Island;” a wildlife management area under the jurisdiction of the New York State Department of Environmental Conservation. Mr. Randolph notes that the term “squaw” is a derogatory term that is meant to cast a Native American woman in a negative light, and that other communities have taken action regarding the same topic. In 2015, the Seneca nation petitioned the City of Buffalo to change the name of their own Squaw Island to what is now known as Unity Island. While the City does not have jurisdictional authority to change the name, Mr. Randolph is requesting the City support his petition to the State to have Squaw Island renamed “Treaty Island.” Mr. Randolph has been invited to the meeting to discuss his request.

Ordinance Committee: Renée Sutton, Chair
Robert O'Brien
Karen White
Erich Dittmar

1. Community Equity Discussion

Last week, the City of Canandaigua was the site for two separate Black Lives Matter protests which has also taken over the national discourse. From the stories told at the protests and the fact that each was well attended during a pandemic, it was made clear that what happened to George Floyd had a strong impact on our community and that there are areas for the community to improve upon. Many members of the community, including Councilmembers, School District Officials, and City Staff feel strongly that it is important to keep the conversation going and find ways to ensure the City of Canandaigua is a safe, inclusive space for everyone. This item was added to the agenda for further discussion.

2. Police Accountability Discussion

The recent murder of George Floyd by an on-duty Minneapolis Police Officer has sparked a backlash against law enforcement agencies nationwide. Unfortunately, the horrific death of Mr. Floyd is not an isolated incident and just one example of police brutality against people of color. These tragedies have put Police Departments under increased scrutiny from the public. Despite being an accredited force that is viewed positively by the community, some are calling for increased oversight of the Canandaigua Police Department. This item was added to the agenda for further discussion.

3. Executive Session:

- **Notice of Claims/Litigation**
- **Personnel History of an Individual & Corporation**

Next Meeting: Tuesday, July 21, 2020

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2020

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID

N Y R 2 0 A

Choose one:

This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

C i t y o f C a n a n d a i g u a , N Y

OR

This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

OR

This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

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MS4 Annual Report Cover Page

MCC form for period ending March 9, 2019

Provide SPDES ID of each permitted MS4 included in this report.

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,

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Name of MS4

City of Canandaigua, New York																			
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Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- An Annual Report for a single MS4
- A Single Entity (Per Part II.E of GP-0-10-002)
- A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2020

SPDES ID

Name of MS4 City of Canandaigua, New York

N Y R 2 0 A

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

- 1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
- 2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
- 3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
- 4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
- 5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name

J o h n

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Last Name

G o o d w i n

Title

C i t y M a n a g e r

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9,

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Name of MS4

City of Canandaigua, NY

SPDES ID

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Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? Yes No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

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Partner/Coalition Name (con't.) SPDES Partner ID - If applicable

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Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? Yes No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

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Additional tasks/responsibilities

- Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2020

Name of MS4

SPDES ID
N Y R 2 0 A

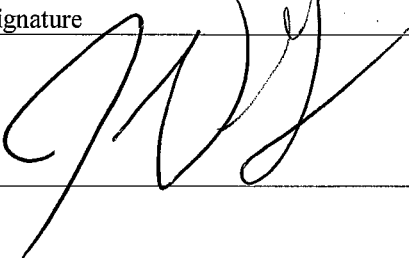
Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name MI Last Name

Title (Clearly print title of individual signing report)

Signature 

Date

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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Water Quality Trends

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s are contributed to this report?

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One. Yes No

If Yes, choose one of the following

- Report(s) attached to the annual report
- Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

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| <input checked="" type="radio"/> Direct Mailings | # Mailings | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; text-align: center;">7</td><td style="width: 20px; text-align: center;">5</td><td style="width: 20px; text-align: center;">5</td><td style="width: 20px; text-align: center;">0</td></tr></table> | 7 | 5 | 5 | 0 |
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| <input checked="" type="radio"/> Kiosks or Other Displays | # Locations | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; text-align: center;">6</td></tr></table> | | | | 6 |
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| <input checked="" type="radio"/> List-Serves | # In List | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; text-align: center;">1</td><td style="width: 20px; text-align: center;">2</td><td style="width: 20px; text-align: center;">9</td><td style="width: 20px; text-align: center;">5</td></tr></table> | 1 | 2 | 9 | 5 |
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| <input checked="" type="radio"/> Mailing List | # In List | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; text-align: center;">4</td><td style="width: 20px; text-align: center;">8</td><td style="width: 20px; text-align: center;">7</td><td style="width: 20px; text-align: center;">5</td></tr></table> | 4 | 8 | 7 | 5 |
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| <input checked="" type="radio"/> Newspaper Ads or Articles | # Days Run | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; text-align: center;">2</td><td style="width: 20px; text-align: center;">4</td></tr></table> | | | 2 | 4 |
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| <input checked="" type="radio"/> Public Events/Presentations | # Attendees | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; text-align: center;">6</td><td style="width: 20px; text-align: center;">5</td><td style="width: 20px; text-align: center;">6</td></tr></table> | | 6 | 5 | 6 |
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| <input checked="" type="radio"/> School Program | # Attendees | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; text-align: center;">2</td><td style="width: 20px; text-align: center;">4</td><td style="width: 20px; text-align: center;">0</td><td style="width: 20px; text-align: center;">0</td></tr></table> | 2 | 4 | 0 | 0 |
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| <input checked="" type="radio"/> TV Spot/Program | # Days Run | <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; text-align: center;">5</td></tr></table> | | | | 5 |
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Locations (e.g. libraries, town offices, kiosks)

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Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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3. Web Page con't.: Provide specific web addresses - not home page.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, New York

SPDES ID

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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The goals of the Public Education and Outreach are to continue to provide public presentations to local community groups, to continue the Watershed Education Program to educate school children, to update educational materials in print and on websites, and to maintain educational kiosks with information on stormwater.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Town and City of Canandaigua are partnering on a new lawn care education initiative. For the first phase, the initiative is targeting large land owners for education. The group held a workshop for lawn care professionals and a presentation for residents. The Watershed Education Program continued its efforts and reached approximately 2400 students and distributed the WEP Mini Newsletter. The educational kiosks were maintained. The Watershed Council continued to update their website with more information on stormwater. The City continued to provide information to

C. How many times was this observation measured or evaluated in this reporting period?

		1	0
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?
 Yes No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
 Yes No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The City plans to continue working on the lawn care education initiative with their partners. The Watershed Council's website will continue to be enhanced with more MS4 related material. Presentations will be given to the public. The school education program will continue.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 0

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Name of MS4/Coalition City of Canandaigua, NY

SPDES ID
N Y R 2 0 A

2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

URL

Grid for URL entry (3 rows, 10 columns each)

URL

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Grid for URL entry (3 rows, 10 columns each)

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

MS4/Coalition Office Annual Report SWMP Plan Comments

Department
 Address
 City Zip
 Phone

Library Annual Report SWMP Plan Comments

Address
 City Zip
 Phone

Other Annual Report SWMP Plan Comments

Address
 City Zip
 Phone

Web Page URL: Annual Report SWMP Plan Comments

Please provide specific address of page where report can be accessed - not home page.

eMail Comments

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY									
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 SPDES ID

N	Y	R	2	0	A				
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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

--	--

 /

--	--

 /

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4.b. For how many days was/will this report be posted?

9	9	9
---	---	---

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

Yes No

If Yes, what was the date of the meeting?

--	--

 /

--	--

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If No, is one planned?

Yes No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

Yes No

If No, is one planned for each?

Yes No

6. Were comments received during this reporting period?

Yes No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY			
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SPDES ID

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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

One goal is to maintain public involvement through various public meetings and stakeholder groups. Additional goals include the establishment of a Local Stormwater Public Contact and Officer, updating websites, continuing the storm drain marking program, and increase public participation through community restoration and clean up events.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The public stayed involved in stormwater management through contacting the watershed program and discussions at public meetings and presentations. Volunteers monitored water clarity, water quality, and for invasive species. The Watershed Program acted as a key contact for stormwater for the public.

C. How many times was this observation measured or evaluated in this reporting period?

		1	0
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Public clean up events are planned for the upcoming year. Stakeholders will be encouraged to discuss stormwater at City Council and City Environmental Committee meetings, and will participate in the SWMPP development. Residents will be encouraged to reduce fertilizer and pesticide usage on their lawns through programs. Community Hotlines will be maintained. Partnerships with the Tree Committee, Watershed Council and Association to educate the public will continue.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

N Y R 2 0 A

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. Enter the number and approx. percent of outfalls mapped: 65 # 100 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)? 100

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="radio"/> Auto Recyclers <input type="radio"/> Building Maintenance <input type="radio"/> Churches <input checked="" type="radio"/> Commercial Carwashes <input type="radio"/> Commercial Laundry/Dry Cleaners <input checked="" type="radio"/> Construction Vehicle Washouts <input type="radio"/> Cross-Connections <input type="radio"/> Distribution Centers <input type="radio"/> Food Processing Facilities <input type="radio"/> Garbage Truck Washouts <input type="radio"/> Hospitals <input type="radio"/> Improper RV Waste Disposal <input checked="" type="radio"/> Industrial Process Water <input type="radio"/> Other: | <ul style="list-style-type: none"> <input checked="" type="radio"/> Landscaping (Irrigation) <input checked="" type="radio"/> Marinas <input type="radio"/> Metal Plateing Operations <input type="radio"/> Outdoor Fluid Storage <input checked="" type="radio"/> Parking Lot Maintenance <input type="radio"/> Printing <input type="radio"/> Residential Carwashing <input checked="" type="radio"/> Restaurants <input checked="" type="radio"/> Schools and Universities <input type="radio"/> Septic Maintenance <input type="radio"/> Swimming Pools <input checked="" type="radio"/> Vehicle Fueling <input checked="" type="radio"/> Vehicle Maint./Repair Shops <input type="radio"/> None |
|---|--|

Sewersheds:

S u c k e r B r o o k

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

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8. **URL(s) con't.:**

Please provide specific address of page where map(s) can be accessed - not home page

URL

URL

URL

URL

URL

9. **Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report?** ● Yes ○ No

10. **If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law?** ● Yes ○ No ○ NT

11. **What percent of staff in relevant positions and departments has received IDDE training?**

	5	0
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 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

N	Y	R	2	0	A			
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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The permanent goal of this MCM is to fund and implement the comprehensive onsite wastewater treatment system inspection program and water quality monitoring program throughout the Canandaigua Lake watershed. This work is targeted at protecting the lake which serves as the drinking water source in the area.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City continues to fund the onsite wastewater treatment system inspection program throughout the watershed. A draft model onsite wastewater treatment system law has been developed and adopted by some communities in the watershed. Monitoring continues from April to November in the lake and stormwater visual monitoring continues along Sucker Brook.

C. How many times was this observation measured or evaluated in this reporting period?

			5
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
 Yes No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
 Yes No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

During the next reporting period inspections of the outfalls will continue, and mapping of the associated sewersheds will be pursued.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY									
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SPDES ID

N	Y	R	2	0	A				
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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
 On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?

Yes No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?

Yes No NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

09/2004 03/2006 NT

2. Does your MS4/Coalition have a SWPPP review procedure in place?

Yes No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

.		1
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4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?

Yes No NT

If Yes, how many public comments were received during this reporting period?

		0
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5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?

Yes No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

- Notices of Violation #

--	--	--	--	--	--

 No Authority
- Stop Work Orders #

--	--	--	--	--	--

 No Authority
- Criminal Actions #

--	--	--	--	--	--

 No Authority
- Termination of Contracts #

--	--	--	--	--	--

 No Authority
- Administrative Fines #

--	--	--	--	--	--

 No Authority
- Civil Penalties #

--	--	--	--	--	--

 No Authority
- Administrative Orders #

--	--	--	--	--	--

 No Authority
- Enforcement Actions or Sanctions #

--	--	--	--	--	--

 No Authority
- Other #

--	--	--	--	--	--

 No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, New York																			
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SPDES ID

N	Y	R	2	0	A				
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		1
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		2
--	--	---

3. What percent of active construction sites were inspected during this reporting period? NT

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once? NT

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? Yes No NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? Yes No NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? Yes No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

Name of MS4/Coalition

City of Canandaigua, New York

N Y R 2 0 A

6. con't.:

Submit additional pages as needed.

MS4/Coalition Office

Department

C i t y o f C a n a n d a i g u a D e v e l o p m e n t

Address

2 N o r t h M a i n S t r e e t

City

C a n a n d a i g u a

N Y

Zip

1 4 4 2 4 -

Phone

(5 8 5) 3 9 6 - 5 0 0 0

Library

Address

City

Zip

-

Phone

() -

Other

Address

City

Zip

-

Phone

() -

Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, New York

SPDES ID

N	Y	R	2	0	A			
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The goals for MCM 4 are to maintain a comprehensive site plan review process through the appropriate City boards and to continue periodic inspections of active construction sites.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City utilizes a comprehensive construction site runoff control and post construction runoff control review process and requires enhanced phosphorous treatment from new construction. The City Code Enforcement Officer completes inspections of all sites that disturb more than 1 acre, with assistance from the Watershed Manager.

C. How many times was this observation measured or evaluated in this reporting period?

			5
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
 Yes No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
 Yes No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The City will maintain the SWPPP approval process to ensure practices are in place for local approval including reviewing 5 acre waiver requests. The City will also review its inspection procedures to ensure that local practices are equivalent to the NYS Construction Stormwater Inspection Manual.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY																			
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SPDES ID

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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

Yes No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

Yes No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

Yes No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

--	--	--

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	1	0
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 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

A goal is to continue to require enhanced phosphorus treatment on new development and to continue the comprehensive site plan review process. Also to assess post construction stormwater laws and update them as appropriate. Continuing to complete stormwater management projects with the Canandaigua Lake Watershed Council will also remain a part of the City's goals for this MCM.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City has comprehensive construction site runoff control and post construction runoff control local laws. The City continues to maintain existing stormwater practices along Main Street, in the Antis Street parking lot, and the vortex hydrodynamic units located in several local streets. The City completed two Sucker Brook stormwater projects in conjunction with the Canandaigua Lake Watershed Council. The watershed manager continues to inspect stormwater facilities in the City.

C. How many times was this observation measured or evaluated in this reporting period?

			5
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The City will continue to review post-construction stormwater laws and ensure they are compliant with State laws. In addition, the City will continue inspection existing stormwater systems and will continue the comprehensive site plan review process. The City will also continue working with the Town of Canandaigua and the Canandiagua Lake Watershed Council on stormwater quality projects.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

N	Y	R	2	0	A			
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

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1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Solid Waste Management.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Hydrologic Habitat Modification.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Parks and Open Space.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Municipal Building.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Other.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

N	Y	R	2	0	A			
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2. Provide the following information about municipal operations good housekeeping programs:

- Parking Lots Swept (Number of acres X Number of times swept) # Acres

		2	0	0
--	--	---	---	---
- Streets Swept (Number of miles X Number of times swept) # Miles

	1	5	0	0
--	---	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary #

			6	3
--	--	--	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

				3
--	--	--	--	---
- Phosphorus Applied In Chemical Fertilizer # Lbs.

				0
--	--	--	--	---
- Nitrogen Applied In Chemical Fertilizer # Lbs.

		1	6	0
--	--	---	---	---
- Pesticide/Herbicide Applied # Acres

			0	.	
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(Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				0
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4. What was the date of the last training?

		/			/				
--	--	---	--	--	---	--	--	--	--

5. How many municipal employees have been trained in this reporting period?

		0
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6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

	5	0	%
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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

N	Y	R	2	0	A			
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The goal is to continue to implement the City's strategy to minimize the use of salt on the streets and to continue the ban on pesticides in City parks. Also to continue to stabilize roads where appropriate and to continue to use the street sweeper on all City streets from spring through late fall. The City will also continue to budget for and implement where possible stream and wetland restoration projects.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City has continued the ban on pesticides in the parks and limits, or eliminates, the use of nitrogen fertilizer. No phosphorus is applied to City parks. The City's sensible salting strategy continues to be followed during snow fighting events. The City's street sweeper is kept deployed to the greatest extent possible.

C. How many times was this observation measured or evaluated in this reporting period?

		1	0
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
 Yes No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
 Yes No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The City will promote responsible lawn care to its residents. The City's sensible salting program will continue to be followed, and the street sweeping program will continue. The self-assessments of City facilities will be formalized into specific plans that can be added to the City's capital plan for implementation.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 0

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition City of Canandaigua, NY

SPDES ID
N Y R 2 0 A

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? Yes No N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? Yes No N/A

If N/A, go to question 3,

If No, estimate what percentage of the conveyance system has been mapped so far. %

Estimate what percentage was mapped in this reporting period. %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY																			
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SPDES ID

N	Y	R	2	0	A														
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? Yes No N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

--	--	--

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? Yes No N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? Yes No N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? Yes No N/A

7b. How many projects have been sited in this reporting period?

--	--	--

7c. What percent of the projects included in 7b have been completed in this reporting period?

--	--	--

 %

7d. What percent of projects planned in previous years have been completed?

--	--	--

 %
 No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? Yes No N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? Yes No N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Canandaigua, NY

SPDES ID

N	Y	R	2	0	A			
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9. Has your MS4/Coalition developed and implemented a program of native planting?

Yes No N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

Yes No N/A

11. Does your MS4/Coalition have a pet waste bag program?

Yes No N/A

12. Does your MS4/Coalition have a program to manage goose populations?

Yes No N/A

Municipal Energy Services Agreement

This Municipal Energy Services Agreement (the “**Agreement**”) is entered into as of 11 June 2020 (the “**Effective Date**”) by and between the City of Canandaigua, a municipal corporation of the State of New York, having its principal offices at 2 N. Main St #1, Canandaigua, New York 14424 (“**Municipality**”), Joule Assets Inc. a Delaware corporation having its principal offices at 22 Edgemont Drive, Katonah, New York 10536 (“**Joule**”), and Roctricity LLC, a New York limited liability company having its principal offices at 758 South Avenue, Rochester, New York 14620 (“**Roctricity**”) (Municipality, Joule, and Roctricity are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services in connection with municipal energy services (collectively, the “**Municipal Energy Services**”) for energy programs for municipalities and for residents and business located therein (each, a “**Municipal Energy Program**”) including, without limitation, services related to Community Choice Aggregation (“**CCA**”), demand response (“**DR**”), demand management, microgrids, distributed energy resources (“**DER**”), community distributed generation (“**CDG**”), and financing in connection therewith; and

WHEREAS, Roctricity is a limited liability company in the business of, among other thing, bringing Community Choice Aggregation to the City of Canandaigua and surrounding areas; and

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the CCA Order (as defined below); and

WHEREAS, the PSC has authorized CDG project development and operation pursuant to the CDG Order (as defined below); and

WHEREAS, at its November 7, 2019, meeting, City Council of Municipality passed CCA Enabling Legislation (Local Law #2019-003 establishing a CCA Program in the Municipality); and

WHEREAS, Municipality issued an RFP on February 3, 2020 in relation to hiring a Third-Party Administrator for CCA Services; and

WHEREAS on April 2, 2020, City Council of Municipality resolved to award a contract to Joule Assets, in conjunction with Roctricity, for Community Choice Aggregation Third-Party Administrator services in the Municipality; and

WHEREAS, Municipality desires to engage Joule and Roctricity in connection with Municipal Energy Services, specifically 100% renewable energy through CCA in accordance with the RFP Response Documents; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The following terms shall have the meanings ascribed below:

(a) “**Applicable Law**” means the CCA Order, the CDG Order and all statutes, ordinances, laws, rules and regulations that are related or applicable to the Municipal Energy Services, this Agreement, the parties to this Agreement, or to parties to an Agreement related to this Agreement.

(b) “**Bidder**” means a Competitive Supplier that submits a bid in response to a Solicitation.

(c) “**CCA**” has the meaning set forth in the Recitals to this Agreement.

(d) “**CCA Administrative Fee**” has the meaning set forth in Section 6.1(a).

(e) “**CCA Enabling Legislation**” means a local law adopted by Municipality according to Municipal Home Rule Authority and in compliance with the CCA Order that authorizes Municipality to join a CCA Program.

(f) “**CCA Order**” means the April 21, 2016 “Order Authorizing Framework For Community Choice Aggregation Opt-Out Program” issued by the PSC in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs” as may be amended or supplemented from time to time by the PSC.

(g) “**CCA Program**” means an energy procurement program that replaces the incumbent utility as the default supplier for all eligible customers within the Municipality, in accordance with the CCA Order.

(h) “**CDG**” has the meaning set forth in the Recitals to this Agreement.

(i) “**CDG Developer**” means an entity duly authorized to act as developer or sponsor of one or more CDG projects in accordance with the CDG Order and other Applicable Law.

(j) “**CDG Fee**” has the meaning set forth in Section 6.2.

(k) “**CDG Order**” means the July 17, 2015 “Order Establishing a Community Distributed Generation Program and Making Other Findings” issued by the PSC in Case 15-E-0082, “Implementing a Community.

(l) “**CDG Program**” means a program in which Joule provides services to a CDG Developer or another third party in relation to one or more CDG projects in which residents or businesses located within the Municipality are offered the opportunity to become Subscribers to a CDG project.

(m) “**Competitive Supplier**” means an entity duly authorized to conduct business in the State of New York as an energy service company (“**ESCO**”) that procures electric power and/or natural gas for eligible customers in connection with a CCA Program.

(n) “**Compliant Bid**” means a bid, submitted in compliance with the requirements set forth by the Parties in the Solicitation, the terms of which are agreed upon by Municipality and Joule.

(o) “**Compliant Bidder**” means a Competitive Supplier who makes a Compliant Bid.

(p) “**Distribution Utility**” means the owner or controller of the means of distribution of the natural gas or electricity that is authorized to be the distribution utility regulated by the Public Service Commission for a particular service area.

(q) “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

(r) “**Electricity Supply Agreement**” or “**ESA**” means the Electricity Supply Agreement that may be entered into by and between Municipality and the Selected Supplier that contains the terms and condition concerning electricity supply procurement.

(s) “**Municipal Energy Program**” means a program described in the Recitals to this Agreement.

(t) “**Municipal Energy Services**” means services provided by Joule in connection with one or more Municipal Energy Programs as described in the Recitals to this Agreement.

(u) “**Municipality**” means the municipality set forth in the preamble to this Agreement.

(v) “**Participating Customer**” means a customer who participates in the CCA Program in accordance with the CCA Order including without limitation a customer who is eligible to participate on an opt-out basis and has not opted out, and customer who is eligible to participate on an opt-in basis and has opted-in.

(w) “**Program Administrator**” or “**Third-Party Administrator**” means Joule.

(x) “**Program Organizer**” means a person or entity selected by Joule in accordance with Article 4 to provide certain services with respect to the subject Program(s).

(y) “**Program Organizer Agreement**” has the meaning set forth in the Recitals to this Agreement.

(z) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

(aa) “**RFP**” means the Request For Proposals issued by Municipality on February 3, 2020 in relation to hiring a Third-Party Administrator for CCA Services.

(bb) “**Response Documents**” means the Proposal for: Community Choice Aggregation Administrator and any additional or supplemental materials submitted by Joule and/or Roctricity in response to the RFP.

(cc) “**Selected Supplier**” means the supplier of electricity selected by the Municipality following the Solicitation.

(dd) “**Solicitation**” has the meaning set forth in Section 3.2(c).

(ee) “**Subscriber**” means a subscriber to a CDG project.

ARTICLE 2. RIGHTS AND RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

2.1 Municipality agrees to continue to investigate with Joule the benefits and desirability of implementing a CCA Program, and other Municipal Energy Programs.

2.2 In the event that Municipality within eighteen (18) months from the Effective Date authorizes the issuance of a Solicitation to receive Compliant Bids for an Electric Service Agreement from Competitive Suppliers in connection therewith; then, Municipality agrees that Joule will serve as Program Administrator in connection therewith.

2.3 In connection with Section 2.2:

(a) The Parties will work cooperatively to create a Solicitation, and Joule, with the Municipality's consent and approval, shall select the winning Competitive Supplier from among Compliant Bidders provided that:

- i. The selected Competitive Supplier's proposal must be a Compliant Bid whose bid Joule determines to be the most advantageous to the CCA Program and Municipality based on the evaluation factors set forth in the Solicitation;
- ii. Municipality may designate a representative to review and participate in the evaluation of the Compliant Bids;
- iii. In the event that a Compliant Bid is received and accepted, Municipality shall execute an ESA (the terms of which shall be consistent with this Agreement and shall be subject to both Parties' input and consent, such consent not to be unreasonably withheld) with the Selected Supplier in a timely fashion. It is agreed that such ESA will be a three-party agreement by and between the Municipality, the Selected Supplier and Joule; and
- iv. Municipality agrees that the Selected Supplier shall remit a fee directly to Joule in accordance with Section 6.1 and the Municipality shall have no obligation to pay or collect any such fees.

2.4 In relation to a CDG Program, Municipality will provide support to Joule in enrolling Subscribers within the Municipality by promoting the program, educating the public, and advocating for the benefits to both the municipality and the CDG Subscribers. This will include scheduling, conducting and facilitating public meetings to disseminate educational information.

2.5 Regardless of whether Municipality elects to implement a CCA Program, in the event that Municipality desires to implement other Municipal Energy Programs and engage Joule's assistance in connection with such implementation, the Parties may, but are not required to, enter into a subsequent agreement describing the scope of Joule's services and the payment to Joule in connection therewith.

2.6 In connection with any Municipal Energy Program, Municipality:

(a) Shall assist Joule by providing to Joule all publicly available information pertinent to potential or actual Municipal Energy Programs upon reasonable request;

(b) Shall assist Joule by reasonably promoting such Municipal Energy Program(s) to the public with Joule's guidance and input; and

(c) Authorizes Joule to act on behalf of the Municipality to secure release of data applicable to potential or actual Municipal Energy Programs that is held by others, including but not limited to residential and small commercial customer account and load information under the authority granted by the respective PSC Orders. Municipality further agrees to furnish Joule such information, to execute

and deliver such additional documents, and to take such other actions as may be reasonably necessary for Joule to secure release of such data.

2.7 Municipality shall comply with all Applicable Laws.

ARTICLE 3. RIGHTS AND RESPONSIBILITIES OF JOULE

3.1 Joule shall perform each of the following activities as part of the Municipal Energy Services:

(a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program and other Municipal Energy Programs at public meetings, work sessions, phone calls and otherwise; and

(b) Provide marketing services for the potential Programs.

3.2 During and upon the occurrence of the events described in Section 2.2:

(a) Joule and/or Program Organizer shall (i) support the Municipality and attend board and public meetings; and (ii) provide marketing services for the Municipal Energy Program(s); and

(b) Joule shall: (i) provide to the PSC and the Distribution Utility requested information and documentation of the actions undertaken by the Municipality in connection with the Municipal Energy Program(s), and otherwise coordinate efforts with such entities; and

(c) Joule shall in relation to a CCA Program,

- i. Manage a competitive procurement process (the “**Solicitation**”) in a manner consistent with New York General Municipal Law including, without limitation:
 - a. Prepare bid specifications and procure competitive bids;
 - b. Review responses to competitive bids to determine if they are Compliant Bids; and
 - c. Contract negotiations with the Selected Supplier; and
- ii. In the event that there is a Compliant Bid:
 - a. prepare program notification letters to opt-out customers, and supervise other notices and publications required under the CCA Order to facilitate the adoption and operation of the Program; and
 - b. Prepare, or have prepared, a program implementation plan and a data protection plan in accordance with the CCA Order.

3.3 Joule shall, in relation to a CDG Program, negotiate in good faith with prospective CDG Developer(s) to identify a suitable project(s) and accompanying terms that are advantageous to the Subscribers and the CDG Program.

3.4 For other Municipal Energy Programs, subject to the approval of the Municipality, Joule may develop proposals for potential offers of opt-in or opt-out distributed energy resources (DER) products and services to Participating Customers, including opportunities to participate in energy efficiency, demand response, energy management, and other innovative Reforming the Energy Vision (REV)

initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA, and reduce costs for Participating Customers.

3.5 Joule shall comply with all Applicable Laws.

ARTICLE 4. RIGHTS AND RESPONSIBILITIES OF ROCTRICITY

4.1 Roctricity shall perform all of the activities set forth in the Response Documents, which are hereby incorporated by reference as if restated in its entirety, that are assigned or otherwise delegated to Roctricity by Joule. Notwithstanding the foregoing, Joule shall be jointly and severally liable with Roctricity for any activities assigned or otherwise delegated to Roctricity, and Joule shall undertake any or all such assigned or delegated tasks if Roctricity is unable or unwilling to do so.

4.2 Unless otherwise agreed to by the Parties in writing, and without limiting Roctricity's ability to communicate with the public, Roctricity shall only communicate with the Municipality through the Municipality's City Manager and/or his/her designee(s) concerning the subject matter of this Agreement.

4.3 Roctricity shall comply with all Applicable Laws.

ARTICLE 5. ROLE OF PROGRAM ORGANIZER FOR CCA PROGRAM

5.1 Upon the consent of Municipality, which shall not be unreasonably withheld, conditioned or delayed, Joule may select a Program Organizer to Municipality in connection with the CCA Program or other Municipal Energy Programs. Joule may enter into a Program Organizer Agreement with such Program Organizer, may assign or delegate certain or all of its Program Administrator tasks to the Program Organizer, and may share a portion or all of the associated Administrative Fee as described in Section 6.1 and 6.2 with the Program Organizer. Joule shall be solely responsible for any fees or payments due for services provided by the Program Organizer.

5.2 In accordance with the foregoing section, Municipality hereby consents to the selection of Roctricity as Program Organizer and, provided that (a) Joule is Program Administrator, (b) Roctricity and Joule have executed a Program Organizer Agreement that is and remains in effect, then Joule and Municipality agree that Roctricity shall be Program Organizer.

ARTICLE 6. PAYMENT.

6.1 In relation to CCA:

(a) Upon commencement of an ESA, Municipality agrees that Joule will be paid by the Selected Supplier per kWh (volumetrically) for electricity purchased for all Participating Customers during the duration of the ESA a fee of \$0.0008/kWh (8/100^{ths} of one cent/kWh) per ESA contract year, or another fee agreeable in writing to both Parties (the "**CCA Administrative Fee**");

(b) It is understood and agreed that as part of the Municipal Energy Services in connection with a potential CCA Program, the Distribution Utility may require a payment for records related

to electricity usage of potential Participating Customers. Upon enactment of CCA Enabling Legislation, Joule is authorized to pay the Distribution Utility up to \$0.16 (16 cents) per record, or such other amount authorized by the Public Service Commission; for which Municipality shall not be liable, provided that Joule may seek reimbursement of such payment from the Competitive Supplier as part of an ESA (apart from the CCA Administrative Fee); and

(c) No portion of the CCA Administrative Fee or costs associated with the records described in Section 5.1(b) shall be paid by Municipality.

6.2 In relation to CDG:

(a) During and after the term of this Agreement, nothing herein shall prevent Joule from entering into one or more agreements with one or more CDG Developers pursuant to which Joule shall be entitled to receive a fee for services in relation to one or more CDG projects including without limitation the delivery to a CDG Developer of Subscribers residing in the Municipality, or leads for such Subscribers (“**CDG Fee**”); and

(b) No portion of the CDG Fee shall be paid by Municipality.

ARTICLE 7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and, except as provided herein:

(a) If no ESA is executed as contemplated by Sections 2.2, this Agreement shall expire at the end of the period described therein; or

(b) If one or more ESAs is executed as contemplated by Sections 2.2, or other Agreements are entered into between the Parties in relation to Municipal Energy Services, this Agreement shall expire or terminate at the expiration or termination of such agreement that is last in effect.

7.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the “**Non-breaching Party**”) upon a material breach of the other Party (the “**Breaching Party**”) if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving written notice of such breach from the Non-breaching Party.

7.3 In the event of any termination or expiration of this Agreement:

(a) Joule shall deliver to Municipality copies of all files and documents pertaining to any Program;

(b) Except as expressly provided herein, all obligations of the Parties hereto pursuant to this Agreement shall terminate.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Upon Joule becoming a CCA Program Administrator in accordance with Section 2.2 and for the balance of the term of the Agreement, Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate for claims arising out of the performance of professional services and caused by negligent acts or omissions, with a deductible not to exceed \$50,000 without prior written approval.

8.2 Rocrtricity or any other Program Organizer shall secure and maintain at its own expense automobile insurance in an amount not less than \$100,000 per person, \$300,000 per accident, and \$500,000 for property damage per accident.

8.3 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold harmless the Municipality and the Municipality's elected officials, officers, employees, agents, representatives and independent contractors (the "**Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e. a person other than the Indemnified Parties) arising out of (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties), except to the extent caused by the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents; or (ii) any material action or omission taken or made by Joule in connection with Joule's performance of this Agreement, except to the extent caused by the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents.

ARTICLE 9. CONFIDENTIAL INFORMATION.

9.1 During the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 9.1. The

Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 9.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

9.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

9.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, if legally permitted Municipality shall provide notice to Joule of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.

9.4 Notwithstanding the foregoing, the Municipality is permitted to share Confidential Information that is not utility confidential information with other municipal corporations that have entered into a contract with Joule relating to CCA services and are part of, or are anticipated to be part of, the same CCA aggregation.

9.5 The obligations under this Article 99 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 10. MISCELLANEOUS

10.1 The Parties acknowledge and agree that Joule is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

10.2 Joule covenants that the individuals engaged by Joule in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. Joule represents and covenants that it has completed the I-9 verification process for all persons who perform services for Municipality.

10.3 Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

10.4 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile or digital signature (including DocuSign).

10.5 Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction in the county in which the Municipality is located.

10.6 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

10.7 Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the Applicable Laws of the muMunicipality and the laws, rules and regulations of the State of New York as of the Effective Date.

Joule Assets Inc.

City of Canandaigua

By: 

By: _____

Name: Michael Gordon

Name:

Title: CEO

Title:

Roctricity LLC

By: _____

Name:

Title:

RESOLUTION #202_-

**A RESOLUTION APPROVING THE COMMUNITY CHOICE AGGREGATION
ELECTRICITY SUPPLY AGREEMENT**

WHEREAS, effective April 21, 2016, the New York State Public Service Commission (“PSC”) issued an “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program” “authoriz[ing] the establishment of Community Choice Aggregation programs by municipalities statewide”; and

WHEREAS, effective March 16, 2018, the PSC issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” that authorized Joule Assets, Inc. (“Joule”) to serve as a Community Choice Aggregation Program Administrator on behalf of cities, towns, and villages in New York State; and

WHEREAS, on November 7, 2019, the City, adopted local law 2019-003, “A Local Law to Establish a Community Choice Aggregation Program in The City of Canandaigua”, enabling a Community Choice Aggregation Program in the City (the “Program”); and

WHEREAS, on April 2, 2020, the City, by Resolution No. 2020-030, resolved to engage the services of Joule in conjunction with Roctricity, LLC (“Roctricity”) to, among other things, act as Program Administrator on behalf of the City for the Program, and thereafter entered into a municipal energy services agreement with Joule and Roctricity for performance of such services; and

WHEREAS, the City seeks to obtain competitive bids from electricity suppliers (each a “Supplier”) pursuant to a request for proposal that shall include provision of a 100% renewable supply option (the “Supply RFP”) that is intended to result in a three-party Electricity Supply Agreement between the selected Supplier, the City and Joule that, among other things, will govern the terms of provision of the electricity supply by Supplier for the Program; and

WHEREAS, Joule has prequalified prospective bidders based on creditworthiness and competence; has executed the public outreach campaign in the City as required by the New York State Department of Public Service, and has obtained (or will be obtaining) utility data from the local distribution utility, all of which is necessary to solicit bids through the Supply RFP; and

WHEREAS, the “Electricity Supply Agreement” (in the form attached hereto), or ESA, has been reviewed and approved by City Corporation Counsel, and has been deemed to provide benefits, adequate protections, and minimize risk to the City, as well as to residential and small commercial utility customers therein; and

WHEREAS, Staff recommends approving the ESA and authorizing the City Manager to execute the agreement, and this recommendation was reviewed and approved at the June 16th Environmental Committee Meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes Joule to issue a Supply RFP consistent with the provisions of this Resolution, with bids to be evaluated based upon compliance with the specifications of the Supply RFP including, without limitation, price and tenor parameters, and Supplier’s acceptance of all material terms of the Electricity Supply Agreement; and

BE IT FURTHER RESOLVED, that City Council approves the Electricity Supply Agreement in the form attached to this Resolution, such form to be included in the Supply RFP; and

BE IT FURTHER RESOLVED, that Joule shall, among other things, manage the energy procurement process, prepare and issue the Supply RFP, and make recommendations for award to the City; provided however, the City reserves the right to make the final award decision; and

BE IT FURTHER RESOLVED, subject to the conditions that the awarded Supplier has been prequalified as required by Joule and that the awarded bid meets the specifications established in the Supply RFP, City Manager is authorized to execute an Electricity Supply Agreement on behalf of the City with any changes deemed necessary in City Manager's reasonable discretion with the awarded Supplier and Joule in a timely fashion; provided, however, the City is under no obligation to award the Supply RFP should these conditions not be met.

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer