

**BATAVIA CITY COUNCIL
BUSINESS MEETING**

**City Hall - Council Board Room
One Batavia City Centre
Monday, December 10, 2018
7:00 PM**

AGENDA

- I. Call to Order
- II. Invocation – Councilperson Bialkowski
- III. Pledge of Allegiance
- IV. Approval of November 2018 Minutes
- V. Approval of October 2018 Financials
- VI. Assignment of Agenda Items
- VII. Communications
- VIII. Council President Report
 - a. Announcement of the City Council Business Meeting to be held on Monday, January 14, 2019 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre.
- IX. City Attorney's Report
- X. City Manager's Report
- XI. Committee Reports
- XII. Public Comments
- XIII. Council Responses to Public Comments
- XIV. Unfinished Business
- XV. New Business

**#95-2018 A Resolution to Approve Local Law No. 4 the City Code of the City Of
Batavia Section 178-5; One-Way Roadways**

- #96-2018 A Resolution to Appoint Members to Various City Committees/ Boards
- #97-2018 A Resolution for Acceptance of Special Legislative Grant, Additional YDP Funding and Budget Amendment to the 2018-2019 Youth Bureau Budget to Reflect the Receipt of Funds
- #98- 2018 A Resolution To Authorize The Council President And City Manager To Execute All Necessary Documents To Receive The Empire State Development Corporation (ESDC) Reimbursement Grant To Assist The Glow YMCA Preparing A Feasibility Study For The Healthy Living Campus
- #99-2018 A Resolution Transferring Funds from Assigned Fund Balance to Various Reserve Funds
- #100-2018 A Resolution Transferring \$15,000 from Assigned Fund Balance to Committed Fund Balance For Creek Park Site Work
- #101-2018 A Resolution Establishing the City Of Batavia as Lead Agency Under The State Environmental Quality Review Act (“SEQR”) For An Amendment To The Zoning Map For Re-Zoning A Section of The R-3 Residential District to C-3 Central Commercial District and Determining Significance Under SEQR
- #102-2018 A Resolution To Adopt An Ordinance Amending Chapter 190 Entitled “Zoning” Of The City Of Batavia Municipal Code To Amend The Zoning Map Of The City Of Batavia
- #103-2018 A Resolution Approving an Amended and Restated Water Supply Agreement with the County of Genesee
- #104-2018 A Resolution Approving the Extension of an Amended and Restated Operation and Maintenance Agreement for the Water Treatment Plant
- #105-2018 A Resolution Approving a Renewal and Extension of an Amended and Restated Lease with the County of Genesee for Water Treatment Facilities
- #106-2018 A Resolution Authorizing the City Council President to Sign an Amendment and Extension of the Dwyer Stadium Lease and Sublease Agreement

XVI. Adjournment

**GENERAL FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018**

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %	Change \$
Revenues							
Real Property Taxes	\$ 5,389,947.00	\$ 5,389,947.00	\$ 5,389,931.25	100.00%	\$ 5,204,843.57	3.56%	\$ 185,088
Gain -Sale Tax Acquired Prop.	\$ -	\$ -	\$ -		\$ (95.63)	-100.00%	\$ 96
Payments in Lieu of Tax	\$ 58,570.00	\$ 58,570.00	\$ 57,942.77	98.93%	\$ 55,589.13	4.23%	\$ 2,354
Interest & Pen. on Tax	\$ 230,000.00	\$ 230,000.00	\$ 83,638.84	36.36%	\$ 77,563.53	7.83%	\$ 6,075
Sales and Use Tax	\$ 6,155,000.00	\$ 6,155,000.00	\$ 3,585,465.83	58.25%	\$ 3,282,228.22	9.24%	\$ 303,238
Utility Gross Receipts Tax	\$ 180,000.00	\$ 180,000.00	\$ 92,687.62	51.49%	\$ 84,866.08	9.22%	\$ 7,822
Cable TV Franchise	\$ 180,000.00	\$ 180,000.00	\$ 70,827.14	39.35%	\$ 99,031.78	-28.48%	\$ (28,205)
Clerk/Treasurer Fees	\$ 37,000.00	\$ 37,000.00	\$ 12,281.76	33.19%	\$ 9,393.96	30.74%	\$ 2,888
Charges for Tax Redemption	\$ -	\$ -	\$ 1,800.00		\$ 1,650.00	9.09%	\$ 150
Marriage Licenses	\$ 3,000.00	\$ 3,000.00	\$ 2,390.00	79.67%	\$ 2,037.50	17.30%	\$ 353
Other Gen Govern Dept Inc.	\$ -	\$ -	\$ -		\$ -		\$ -
Police Fees	\$ 2,800.00	\$ 2,800.00	\$ 1,591.10	56.83%	\$ 1,095.75	45.21%	\$ 495
Dog Seizure Fees	\$ 600.00	\$ 600.00	\$ 340.00	56.67%	\$ 410.00	-17.07%	\$ (70)
Other Public Safety Dept Inc	\$ -	\$ -	\$ 11,290.24		\$ 11,180.57	0.98%	\$ 110
Vital Statistics Fees	\$ 33,000.00	\$ 33,000.00	\$ 22,976.00	69.62%	\$ 19,137.00	20.06%	\$ 3,839
Public Works Services	\$ -	\$ -	\$ -		\$ 20.00	-100.00%	\$ (20)
Fines & Forfeited Bail	\$ 155,000.00	\$ 155,000.00	\$ 62,308.30	40.20%	\$ 83,821.50	-25.67%	\$ (21,513)
Maintenance Fee - Ice Rink	\$ 38,566.00	\$ 38,566.00	\$ -	0.00%	\$ -		\$ -
Park User Fees	\$ 4,000.00	\$ 4,000.00	\$ 5,626.00	140.65%	\$ 4,290.00	31.14%	\$ 1,336
Special Recreat. Fac Charges	\$ 22,500.00	\$ 22,500.00	\$ -	0.00%	\$ -		\$ -
Other Culture & Rec income	\$ -	\$ 4,000.00	\$ -	0.00%	\$ 2,753.52	-100.00%	\$ (2,754)
Zoning Fees	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	100.00%	\$ 1,300.00	-23.08%	\$ (300)
Code Violation Charges	\$ 25,500.00	\$ 25,500.00	\$ 31,485.10	123.47%	\$ 35,049.96	-10.17%	\$ (3,565)
Home & Comm Svc RBDG	\$ -	\$ -	\$ -		\$ -		\$ -
EMS Program	\$ 9,750.00	\$ 24,750.00	\$ 21,537.00	87.02%	\$ 3,845.00	460.13%	\$ 17,692
Interest and Earnings	\$ 3,000.00	\$ 3,000.00	\$ 2,986.41	99.55%	\$ 2,998.85	-0.41%	\$ (12)
Interest and Earnings Reserves	\$ -	\$ -	\$ 9,490.48		\$ 5,094.46	86.29%	\$ 4,396
Rental of Real Property	\$ 70,075.00	\$ 70,075.00	\$ 39,915.94	56.96%	\$ 28,698.26	39.09%	\$ 11,218
Rental, other - facility usage	\$ 750.00	\$ 750.00	\$ 2,700.08	360.01%	\$ 525.00	414.30%	\$ 2,175
Business/Occup. Licenses	\$ 5,000.00	\$ 5,000.00	\$ 1,810.00	36.20%	\$ 1,240.00	45.97%	\$ 570
Games of Chance	\$ 350.00	\$ 350.00	\$ -	0.00%	\$ -		\$ -
Bingo Licenses	\$ 2,500.00	\$ 2,500.00	\$ 580.33	23.21%	\$ 617.33	-5.99%	\$ (37)
Dog Licenses	\$ 11,500.00	\$ 11,500.00	\$ 7,303.00	63.50%	\$ 7,758.50	-5.87%	\$ (456)
Licenses, Other	\$ 900.00	\$ 900.00	\$ 966.02	107.34%	\$ 829.44	16.47%	\$ 137
Bldg/Alter Permits	\$ 37,000.00	\$ 37,000.00	\$ 26,456.00	71.50%	\$ 34,928.75	-24.26%	\$ (8,473)
Street Opening Permits	\$ 3,500.00	\$ 3,500.00	\$ 10,560.00	301.71%	\$ 1,500.00	604.00%	\$ 9,060
Plumbing Permits	\$ 3,800.00	\$ 3,800.00	\$ 1,825.00	48.03%	\$ 2,302.00	-20.72%	\$ (477)
Permits, Other	\$ 6,000.00	\$ 6,000.00	\$ 5,595.00	93.25%	\$ 5,325.00	5.07%	\$ 270
Parking ticket fees	\$ 35,000.00	\$ 35,000.00	\$ 15,375.00	43.93%	\$ 19,730.00	-22.07%	\$ (4,355)
Forfeiture of Deposits	\$ 500.00	\$ 500.00	\$ 355.00	71.00%	\$ 800.00	-55.63%	\$ (445)
Sale of Scrap/Excess Mat.	\$ 1,000.00	\$ 1,000.00	\$ 3,438.99	343.90%	\$ 587.76	485.10%	\$ 2,851
Minor Sales	\$ 900.00	\$ 900.00	\$ 317.70	35.30%	\$ 269.47	17.90%	\$ 48
Sale of Real Property	\$ -	\$ -	\$ -		\$ -		\$ -
Sale of Equipment	\$ -	\$ -	\$ 52,376.00		\$ -		\$ 52,376
Insurance Recoveries	\$ -	\$ -	\$ -		\$ 5,253.07	-100.00%	\$ (5,253)
Other Comp for Loss	\$ -	\$ -	\$ 6,109.63		\$ 10,915.14	-44.03%	\$ (4,806)
Refund-Prior Year Exps	\$ -	\$ -	\$ 1,131.85		\$ 32.63	3368.74%	\$ 1,099
Healthcare Premiums	\$ 77,740.00	\$ 77,740.00	\$ 10,507.82	13.52%	\$ 9,564.62	9.86%	\$ 943
Healthcare Revenue	\$ 20,900.00	\$ 20,900.00	\$ 12,446.56	59.55%	\$ 3,579.67	247.70%	\$ 8,867
Gifts and Donations	\$ -	\$ -	\$ 100.00		\$ 1,800.00	-94.44%	\$ (1,700)
VLT	\$ 440,000.00	\$ 444,300.00	\$ 440,789.00	99.21%	\$ 440,789.00	0.00%	\$ -
Unclassified Revenue	\$ 1,000.00	\$ 1,000.00	\$ 80,030.65	8003.07%	\$ 35,647.64	124.50%	\$ 44,383
Per Capita State Aid	\$ 1,750,975.00	\$ 1,750,975.00	\$ 1,750,975.00	100.00%	\$ 1,750,975.00	0.00%	\$ -
Mortgage Tax	\$ 135,000.00	\$ 135,000.00	\$ 116,592.78	86.37%	\$ 142,294.49	-18.06%	\$ (25,702)
Real Property Tax Admin	\$ -	\$ -	\$ -		\$ -		\$ -
State Aid - Record Mgmt	\$ -	\$ -	\$ -		\$ -		\$ -
State Aid - Homeland Security	\$ -	\$ -	\$ -		\$ -		\$ -
State Aid - Public Safety	\$ -	\$ 36,014.63	\$ (7,127.97)	-19.79%	\$ 3,548.69	-300.86%	\$ (10,677)
Consolidate Highway (CHIPS)	\$ 561,720.00	\$ 561,720.00	\$ -	0.00%	\$ 2,480.11	-100.00%	\$ (2,480)
State Aid - Other Transport.	\$ -	\$ -	\$ -		\$ 59,398.55	-100.00%	\$ (59,399)
Recreation Program	\$ 19,772.00	\$ 19,772.00	\$ 3,442.00	17.41%	\$ 19,772.00	-82.59%	\$ (16,330)
Arterial Reimbursement	\$ 150,000.00	\$ 150,000.00	\$ -	0.00%	\$ -		\$ -
State Aid - Planning Studies	\$ -	\$ -	\$ -		\$ (49,590.45)	-100.00%	\$ 49,590
State Aid Conservation Progr	\$ -	\$ -	\$ -		\$ (14,775.00)	-100.00%	\$ 14,775
State Aid- Assess.Parcel Reim	\$ -	\$ -	\$ -		\$ -		\$ -
State Aid - Home&Comm Svc	\$ -	\$ 28,000.00	\$ -	0.00%	\$ 38,500.00	-100.00%	\$ -
Fed. Aid - Bullet Proof Vest	\$ 4,330.00	\$ 4,330.00	\$ -	0.00%	\$ -		\$ -
Fed. Aid - Hmld Security	\$ -	\$ -	\$ -		\$ 3,131.65	-100.00%	\$ (3,132)
Fed Aid - Planning Studies RBL	\$ -	\$ -	\$ -		\$ -		\$ -
Fed Aid - Public Safety	\$ -	\$ 255,735.06	\$ 239,921.02	93.82%	\$ 2,444.22	9715.85%	\$ 237,477
Fed Aid - Community Dev Act	\$ -	\$ 50,000.00	\$ 50,000.00	100.00%	\$ -		\$ 50,000
Interfund Transfers	\$ 175,000.00	\$ 175,000.00	\$ 162,644.85	92.94%	\$ -		\$ 162,645
Appropriated Reserves	\$ 421,950.00	\$ 435,618.00	\$ -	0.00%	\$ 259,428.00	-100.00%	\$ (259,428)
Appropriated Fund Balance	\$ 250,000.00	\$ 263,649.00	\$ -	0.00%	\$ -		\$ -
TOTAL REVENUES	\$ 16,716,395.00	\$ 17,136,761.69	\$ 12,504,733.09	72.97%	\$ 11,818,405.29	5.81%	\$ 686,328

GENERAL FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %	Change \$
Expenses							
City Council	\$ 48,730.00	\$ 48,730.00	\$ 24,772.09	50.84%	\$ 25,916.34	-4.42%	\$ (1,144)
City Manager	\$ 166,290.00	\$ 166,290.00	\$ 62,485.55	37.58%	\$ 74,332.69	-15.94%	\$ (11,847)
Finance	\$ 112,405.00	\$ 118,755.14	\$ 72,899.26	61.39%	\$ 66,069.91	10.34%	\$ 6,829
Administrative Services	\$ 342,035.00	\$ 360,887.00	\$ 198,085.63	54.89%	\$ 215,187.43	-7.95%	\$ (17,102)
Clerk-Treasurer	\$ 141,780.00	\$ 141,780.00	\$ 60,205.38	42.46%	\$ 67,586.18	-10.92%	\$ (7,381)
City Assessment	\$ 142,750.00	\$ 152,350.00	\$ 83,931.97	55.09%	\$ 78,625.28	6.75%	\$ 5,307
Legal Services	\$ 220,819.00	\$ 224,569.00	\$ 140,525.85	62.58%	\$ 143,048.41	-1.76%	\$ (2,523)
Personnel	\$ 140,030.00	\$ 141,383.38	\$ 47,442.90	33.56%	\$ 62,991.00	-24.68%	\$ (15,548)
Engineering	\$ 32,000.00	\$ 52,385.00	\$ 13,660.54	26.08%	\$ 3,060.00	346.42%	\$ 10,601
Elections	\$ 24,830.00	\$ 24,830.00	\$ 24,830.00	100.00%	\$ 13,885.00	78.83%	\$ 10,945
Public Works Admin	\$ 108,540.00	\$ 108,540.00	\$ 34,430.72	31.72%	\$ 40,958.37	-15.94%	\$ (6,528)
City Facilities	\$ 398,440.00	\$ 400,278.00	\$ 237,161.07	59.25%	\$ 152,610.28	55.40%	\$ 84,551
Information Systems	\$ 123,300.00	\$ 134,592.25	\$ 72,219.06	53.66%	\$ 89,582.43	-19.38%	\$ (17,363)
Contingency	\$ 125,000.00	\$ 125,000.00	\$ -	0.00%	\$ -		\$ -
Property Loss	\$ -	\$ -	\$ -		\$ -		\$ -
Police	\$ 3,778,030.00	\$ 3,832,378.99	\$ 1,755,803.86	45.81%	\$ 1,726,263.55	1.71%	\$ 29,540
Fire	\$ 3,622,490.00	\$ 3,927,526.27	\$ 1,882,785.71	47.94%	\$ 1,666,706.24	12.96%	\$ 216,079
Control of Dogs	\$ 1,430.00	\$ 1,430.00	\$ 1,021.72	71.45%	\$ 923.99	10.58%	\$ 98
Inspection	\$ 317,270.00	\$ 317,270.00	\$ 143,193.08	45.13%	\$ 164,377.14	-12.89%	\$ (21,184)
Vital Statistics	\$ 18,920.00	\$ 18,920.00	\$ 7,560.21	39.96%	\$ 7,618.99	-0.77%	\$ (59)
Maintenance Admin	\$ 189,310.00	\$ 192,317.53	\$ 87,270.94	45.38%	\$ 85,203.29	2.43%	\$ 2,068
Street Maintenance	\$ 604,140.00	\$ 608,393.76	\$ 424,495.12	69.77%	\$ 446,415.65	-4.91%	\$ (21,921)
Public Works Garage	\$ 451,030.00	\$ 452,765.00	\$ 205,165.33	45.31%	\$ 257,128.18	-20.21%	\$ (51,963)
Snow Removal	\$ 522,010.00	\$ 522,010.00	\$ 30,343.72	5.81%	\$ 110,517.49	-72.54%	\$ (80,174)
Street Lights/Traf Signals	\$ 282,300.00	\$ 282,600.72	\$ 155,090.31	54.88%	\$ 135,548.00	14.42%	\$ 19,542
Sidewalk Repairs	\$ 285,720.00	\$ 285,720.00	\$ 20,549.00	7.19%	\$ -		\$ 20,549
Parking Lots	\$ 126,000.00	\$ 126,000.00	\$ 77,104.24	61.19%	\$ 24,997.23	208.45%	\$ 52,107
Community Development	\$ 20,000.00	\$ 61,205.29	\$ 9,200.00	15.03%	\$ 74,025.94	-87.57%	\$ (64,826)
Economic Development	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	100.00%	\$ 110,000.00	0.00%	\$ -
Council on Arts	\$ 2,250.00	\$ 6,250.00	\$ 6,250.00	100.00%	\$ 6,250.00	0.00%	\$ -
Parks	\$ 577,400.00	\$ 581,400.00	\$ 243,106.04	41.81%	\$ 265,099.83	-8.30%	\$ (21,994)
Summer Recreation	\$ 78,610.00	\$ 80,800.99	\$ 54,933.52	67.99%	\$ 56,908.67	-3.47%	\$ (1,975)
Youth Services	\$ 185,495.00	\$ 185,495.00	\$ 78,587.40	42.37%	\$ 69,371.69	13.28%	\$ 9,216
Historic Preservation	\$ 5,450.00	\$ 5,450.00	\$ 193.41	3.55%	\$ 145.30	33.11%	\$ 48
Celebrations	\$ 15,450.00	\$ 15,450.00	\$ 7,157.25	46.33%	\$ 8,850.33	-19.13%	\$ (1,693)
Planning & Zoning Boards	\$ 3,100.00	\$ 3,100.00	\$ 683.85	22.06%	\$ 632.13	8.18%	\$ 52
Storm Sewers	\$ 180,950.00	\$ 244,335.02	\$ 123,575.93	50.58%	\$ 137,274.16	-9.98%	\$ (13,698)
Refuse & Recycling	\$ 64,630.00	\$ 64,630.00	\$ 38,062.32	58.89%	\$ 33,342.25	14.16%	\$ 4,720
Street Cleaning	\$ 114,800.00	\$ 114,800.00	\$ 37,302.68	32.49%	\$ 31,190.68	19.60%	\$ 6,112
Medical Insurance	\$ -	\$ -	\$ -		\$ 871,234.36	-100.00%	\$ (871,234)
Debt Service	\$ 592,258.00	\$ 592,258.00	\$ 199,319.81	33.65%	\$ 205,224.80	-2.88%	\$ (5,905)
Energy Lease	\$ 80,117.00	\$ 80,117.00	\$ 80,117.29	100.00%	\$ 77,762.38	3.03%	\$ 2,355
Transfer for capital projects	\$ -	\$ -	\$ -		\$ 245,542.47	-100.00%	\$ (245,542)
Transfer to other funds	\$ 2,217,286.00	\$ 2,217,286.00	\$ 2,217,286.00	100.00%	\$ 322,690.00	587.13%	\$ 1,894,596
Capital Reserves	\$ 143,000.00	\$ 143,000.00	\$ 143,000.00	100.00%	\$ 259,428.00	-44.88%	\$ (116,428)
TOTAL EXPENSES	\$ 16,716,395.00	\$ 17,273,279.34	\$ 9,211,808.76	53.33%	\$ 8,434,526.06	9.22%	\$ 777,283
Operating Income (Loss)	\$ -	\$ (136,517.65)	\$ 3,292,924.33		\$ 3,383,879.23	-2.69%	\$ (90,955)

**WATER FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018**

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %
Revenues						
Metered Water Sales	\$ 2,606,349.00	\$ 2,606,349.00	\$ 1,261,686.39	48.41%	\$ 1,449,140.50	-12.94%
Bulk Water Sales	\$ 15,000.00	\$ 15,000.00	\$ 9,434.86	62.90%	\$ 11,995.45	-21.35%
Water Service Charges	\$ 2,500.00	\$ 2,500.00	\$ 445.00	17.80%	\$ 1,075.00	-58.60%
Capital improvement fee	\$ 155,000.00	\$ 155,000.00	\$ 97,408.49	62.84%	\$ 97,685.36	-0.28%
Int/Pen-Water Rents	\$ 35,000.00	\$ 35,000.00	\$ 16,734.35	47.81%	\$ 14,380.04	16.37%
County Contract	\$ 1,400,250.00	\$ 1,400,250.00	\$ 679,123.50	48.50%	\$ 665,125.00	2.10%
Interest and Earnings	\$ 1,500.00	\$ 1,500.00	\$ 2,211.53	147.44%	\$ 1,848.76	19.62%
Interest and Earnings-Reserve	\$ -	\$ -	\$ 5,981.71		\$ 2,623.04	128.04%
Rental of Real Property	\$ 550,000.00	\$ 550,000.00	\$ 275,000.00	50.00%	\$ 275,000.00	0.00%
Sale of scrap	\$ 1,000.00	\$ 1,000.00	\$ -	0.00%	\$ 795.63	-100.00%
Sale of equipment	\$ -	\$ -	\$ -		\$ -	
Gain on disposition of asset	\$ -	\$ -	\$ -		\$ -	
Insurance recoveries	\$ -	\$ -	\$ -		\$ -	
Other Compensation for Loss	\$ -	\$ -	\$ 5,450.72		\$ 1,651.58	230.03%
Refund of Prior Year Expense	\$ -	\$ -	\$ -		\$ -	
Healthcare premiums	\$ 13,700.00	\$ 13,700.00	\$ -	0.00%	\$ -	
Healthcare revenue	\$ 2,280.00	\$ 2,280.00	\$ 1,379.04	60.48%	\$ 389.65	253.92%
Unclassified revenue	\$ 4,000.00	\$ 4,000.00	\$ 2,363.30	59.08%	\$ 1,883.40	25.48%
Federal Aid -Community Dev	\$ -	\$ -	\$ 40,109.66		\$ -	
Interfund transfers	\$ -	\$ -	\$ -		\$ -	
Reserve revenue	\$ 15,000.00	\$ 15,000.00	\$ 99,568.00	663.79%	\$ 102,902.00	-3.24%
Total Revenue	\$ 4,801,579.00	\$ 4,801,579.00	\$ 2,496,896.55	52.00%	\$ 2,626,495.41	-4.93%
Expenses						
Contingency	\$ 15,000.00	\$ 15,000.00	\$ -	0.00%	\$ -	0.00%
Water Admin	\$ 2,514,240.00	\$ 2,543,890.11	\$ 1,126,241.35	44.27%	\$ 1,112,751.84	1.21%
Pump Station & Filtration	\$ 1,234,810.00	\$ 1,236,392.40	\$ 608,074.78	49.18%	\$ 604,910.77	0.52%
Water Distribution	\$ 390,600.00	\$ 390,600.00	\$ 155,244.72	39.75%	\$ 174,599.86	-11.09%
Medical Insurance	\$ -	\$ -	\$ -		\$ 80,900.78	-100.00%
Debt Service bonds	\$ 98,143.00	\$ 98,143.00	\$ 12,108.16	12.34%	\$ (873.41)	-1486.31%
Energy lease	\$ 19,118.00	\$ 19,118.00	\$ 1,390.32	7.27%	\$ 1,702.12	-18.32%
Transfers for capital projects	\$ -	\$ -	\$ -		\$ -	
Transfer to Other Funds	\$ 430,100.00	\$ 430,100.00	\$ 255,100.00	59.31%	\$ 43,820.00	482.15%
Capital Reserves	\$ 99,568.00	\$ 99,568.00	\$ 99,568.00	100.00%	\$ 102,902.00	-3.24%
Total Expense	\$ 4,801,579.00	\$ 4,832,811.51	\$ 2,257,727.33	46.72%	\$ 2,120,713.96	6.46%
Operating Income (Loss)	\$ -	\$ (31,232.51)	\$ 239,169.22		\$505,781.45	-52.71%

Consumption

*consumption in 1,000 gallons

	2018	Difference	2017	Difference	2016	Difference
April	64,475	-24.38%	85,260	24.35%	68,563	-0.48%
May	19,675	3.54%	19,002	-8.64%	20,800	2.27%
June	19,221	-4.14%	20,052	-0.13%	20,079	-4.85%
July	64,039	-20.29%	80,338	18.33%	67,894	-4.29%
August	20,347	0.01%	20,345	-4.41%	21,283	-1.57%
Sept	22,352	3.12%	21,676	-12.43%	24,753	11.38%
Oct	97,388	19.89%	81,229	-20.75%	102,492	22.17%
Nov		0.00%	21,127	-5.34%	22,319	3.31%
Dec		0.00%	20,189	-8.28%	22,012	3.60%
Jan		0.00%	73,227	-0.03%	73,246	-8.30%
Feb		0.00%	20,215	-2.11%	20,650	-0.90%
March		0.00%	21,212	2.73%	20,648	-4.32%
Total	307,497	-6.22%	483,872	-0.18%	484,739	2.23%

SEWER FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %
Revenues						
Sewer Rents	\$ 2,520,471.00	\$ 2,520,471.00	\$ 1,517,472.74	60.21%	\$ 1,462,572.77	3.75%
Sewer Surcharge	\$ -	\$ -	\$ 20,249.38		\$ 22,648.14	-10.59%
Septage	\$ -	\$ -	\$ 72,744.17		\$ -	
Int/Pen-Sewer Rents	\$ 24,000.00	\$ 24,000.00	\$ 10,477.59	43.66%	\$ 9,424.57	11.17%
Interest and earnings	\$ 2,000.00	\$ 2,000.00	\$ 3,457.84	172.89%	\$ 3,598.94	-3.92%
Interest & Earnings Cap. Rsv	\$ -	\$ -	\$ 8,398.75		\$ 4,057.15	107.01%
Sale of scrap	\$ -	\$ -	\$ 26.00		\$ 429.90	-93.95%
Sale of equipment	\$ -	\$ -	\$ -		\$ -	
Other Compensation for Loss	\$ -	\$ -	\$ -		\$ 1,139.03	-100.00%
Refunds of prior years expend.	\$ -	\$ -	\$ -		\$ -	
Healthcare premiums	\$ 2,300.00	\$ 2,300.00	\$ -	0.00%	\$ -	
Healthcare revenue	\$ 1,830.00	\$ 1,830.00	\$ 1,133.69	61.95%	\$ 312.58	262.69%
Unclassified revenue	\$ 70,000.00	\$ 70,000.00	\$ 39,284.68	56.12%	\$ 91,753.51	-57.18%
Interfund transfers inc	\$ -	\$ -	\$ -		\$ -	
Reserve revenue	\$ 15,000.00	\$ 15,000.00	\$ 465,000.00	3100.00%	\$ 680,000.00	-31.62%
Total Revenues	\$ 2,635,601.00	\$ 2,635,601.00	\$ 2,138,244.84	81.13%	\$ 2,275,936.59	-6.05%
Expenses						
Contingency	\$ 15,000.00	\$ 15,000.00	\$ -	0.00%	\$ -	
Loss on Sale of Assets	\$ -	\$ -	\$ -		\$ -	
Wastewater Admin	\$ 306,140.00	\$ 312,086.95	\$ 122,342.37	39.20%	\$ 136,835.69	-10.59%
Sanitary Sewers	\$ 396,015.00	\$ 587,015.00	\$ 323,667.73	55.14%	\$ 154,427.98	109.59%
Wastewater Treatment	\$ 763,430.00	\$ 765,235.71	\$ 371,990.30	48.61%	\$ 417,134.99	-10.82%
Medical Insurance	\$ -	\$ -	\$ -		\$ 66,491.80	-100.00%
Debt Service	\$ 475,965.00	\$ 475,965.00	\$ 16,978.72	3.57%	\$ (2,590.08)	-755.53%
Energy lease	\$ 7,931.00	\$ 7,931.00	\$ 576.70	7.27%	\$ -	
Transfer to Other Funds	\$ 206,120.00	\$ 206,120.00	\$ 206,120.00	100.00%	\$ 31,880.00	546.55%
Transfers for Capital projects	\$ -	\$ -	\$ -		\$ -	
Capital Reserves	\$ 465,000.00	\$ 465,000.00	\$ 465,000.00	100.00%	\$ 680,000.00	-31.62%
Total Expenses	\$ 2,635,601.00	\$ 2,834,353.66	\$ 1,506,675.82	53.16%	\$ 1,484,180.38	1.52%
Operating Income (Loss)	\$ -	\$ (198,752.66)	\$ 631,569.02		\$ 791,756.21	-20.23%

Consumption

*consumption in 1,000 gallons

	2018	Difference	2017	Difference	2016	Difference
April	99,047	-3.82%	102,986	-3.97%	107,238	1.26%
May	50,726	0.58%	50,435	8.07%	46,669	-17.05%
June	19,222	-4.05%	20,034	-0.18%	20,070	-3.96%
July	101,349	2.60%	98,780	-5.89%	104,963	-3.36%
Aug	59,496	16.78%	50,948	3.19%	49,374	-18.74%
Sept	22,315	3.18%	21,627	-12.20%	24,633	11.22%
Oct	136,103	32.96%	102,366	-16.53%	122,632	3.43%
Nov			55,905	-1.80%	56,928	-9.09%
Dec			20,164	-8.12%	21,945	3.60%
Jan			103,665	-1.68%	105,431	-10.34%
Feb			51,260	8.53%	47,230	-15.63%
March			21,211	2.84%	20,626	-4.39%
Total	488,258	9.19%	699,381	-3.90%	727,739	-5.74%

CITY CENTRE FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %
Revenues						
Mall Merchants Contributions	\$ 202,832.00	\$ 202,832.00	\$ 202,832.20	100.00%	\$ -	-
Interest/Penalty	\$ -	\$ -	\$ 577.39		\$ -	-
Interest and Earnings	\$ -	\$ -	\$ 38.56		\$ -	-
Rental, Other - Facility Usage	\$ -	\$ -	\$ -		\$ -	-
Minor sales	\$ -	\$ -	\$ 35.00		\$ -	-
Healthcare Premiums	\$ 998.00	\$ 998.00	\$ -	0.00%	\$ -	-
Unclassified revenue	\$ -	\$ -	\$ 536.00		\$ -	-
Interfund Transfers In	\$ -	\$ -	\$ -		\$ -	-
Total Revenues	\$ 203,830.00	\$ 203,830.00	\$ 204,019.15	100.09%	\$ -	-
Expenses						
Administration	\$ 172,582.00	\$ 172,582.00	\$ 66,467.57	38.51%	\$ -	-
Contingency	\$ 8,345.00	\$ 8,345.00	\$ -	0.00%	\$ -	-
Depreciation	\$ -	\$ -	\$ -		\$ -	-
Debt Service	\$ -	\$ -	\$ -		\$ -	-
Transfers to other funds	\$ 22,903.00	\$ 22,903.00	\$ 22,903.00	100.00%	\$ -	-
	\$ -	\$ -	\$ -		\$ -	-
Total Expenses	\$ 203,830.00	\$ 203,830.00	\$ 89,370.57	43.85%	\$ -	-
Operating Income (Loss)	\$ -	\$ -	\$ 114,648.58		\$ -	-

WORKERS COMPENSATION FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %
<u>Revenues</u>						
Workers Compensation	\$ 270,230.00	\$ 270,230.00	\$ 271,166.00	100.35%	\$ 323,390.00	-16.15%
Interest and earnings	\$ -	\$ -	\$ 493.99		\$ 483.35	2.20%
Interest and earnings - Cap Rsvs	\$ -	\$ -	\$ 1,150.85		\$ 466.21	146.85%
Insurance Recoveries	\$ -	\$ -	\$ -		\$ -	
Refunds of Prior Years Expend	\$ -	\$ -	\$ -		\$ -	
Reserve revenue	\$ -	\$ -	\$ 52,926.00		\$ 75,000.00	-29.43%
Total Revenues	\$ 270,230.00	\$ 270,230.00	\$ 325,736.84	120.54%	\$ 399,339.56	-18.43%
<u>Contractual Expense</u>	\$ 17,500.00	\$ 17,500.00	\$ -	0.00%	\$ 17,500.00	-100.00%
Workers Comp Benefits	\$ -	\$ -	\$ -		\$ 106.08	-100.00%
Workers Comp Board Assess.	\$ 25,000.00	\$ 25,000.00	\$ 11,510.83	46.04%	\$ 12,034.06	-4.35%
Workers Comp -Admin	\$ 4,540.00	\$ 4,540.00	\$ 150.00	3.30%		
Workers Comp - Police	\$ 122,980.00	\$ 122,980.00	\$ 78,435.51	63.78%	\$ 6,940.98	1030.04%
Workers Comp - Fire	\$ 77,430.00	\$ 77,430.00	\$ 49,864.83	64.40%	\$ 24,296.70	105.23%
Workers Comp DPW	\$ 22,780.00	\$ 22,780.00	\$ 58,569.05	257.11%	\$ 13,710.40	327.19%
Trasnfer to reserves	\$ -	\$ -	\$ -		\$ -	
Total Expenses	\$ 270,230.00	\$ 270,230.00	\$ 198,530.22	73.47%	\$ 74,588.22	166.17%
Operating Income/(Loss)	\$ -	\$ -	\$ 127,206.62		\$ 324,751.34	-60.83%

HEALTH INSURANCE FUND
CITY OF BATAVIA
FOR PERIOD ENDED - October 31, 2018

DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	YTD TOTAL	% OF BUDGET	YTD 2017-2018	YTD Change %
<u>Revenues</u>						
Interfund Transfers In	\$ 2,355,350.00	\$ 2,355,350.00	\$ 2,377,317.00	100.93%	\$ -	-
Interest and earnings	\$ -	\$ -	\$ 1,434.79		\$ -	-
	\$ -	\$ -	\$ -		\$ -	-
	\$ -	\$ -	\$ -		\$ -	-
Total Revenues	\$ 2,355,350.00	\$ 2,355,350.00	\$ 2,378,751.79	100.99%	\$ -	-
Medical Insurance	\$ 2,355,350.00	\$ 2,355,350.00	\$ 1,000,321.81	42.47%	\$ -	-
	\$ -	\$ -	\$ -		\$ -	-
	\$ -	\$ -	\$ -		\$ -	-
Total Expenses	\$ 2,355,350.00	\$ 2,355,350.00	\$ 1,000,321.81	42.47%	\$ -	-
Operating Income/(Loss)	\$ -	\$ -	\$ 1,378,429.98		\$ -	-

#95-2018

**A RESOLUTION TO APPROVE LOCAL LAW NO. 4 THE CITY CODE OF THE
CITY OF BATAVIA SECTION 178-5; ONE-WAY ROADWAYS**

Motion of Councilperson

WHEREAS, it is the desire of the City of Batavia to make Thorpe Street a One-Way Street in order to address traffic and safety concerns; and

WHEREAS, the process for amending the City of Batavia Code is a Local Law change and therefore involves holding of a public hearing; and

WHEREAS, residents are invited to attend the hearing.

NOW THEREFORE, BE IT RESOLVED, that the City of Batavia will hold a Public Hearing on the proposed Local Law change at the City Hall, One Batavia City Centre, Batavia, NY at 7:00 p.m. on Monday, November 26, 2018; and

BE IT FURTHER RESOLVED, that the City Clerk publish or cause to be published a Public Hearing notice in the official newspaper of the City of said Public Hearing.

**Seconded by Councilperson
and on roll call**

**LOCAL LAW NO. 4 THE YEAR OF 2018
CITY OF BATAVIA**

**TO AMEND §178-5; ONE WAY ROADWAYS, OF THE BATAVIA MUNICIPAL
CODE**

One-way roadways shall be as follows:

Name of Street	Location	Direction
Center Street [Repealed 10-14-2003]		
Hewitt Place	From East Main Street to School Street	South
Jackson Street [Repealed 10-14-2003]		
Lewis Place	From Hutchins Street to State Street	West
McKinley Avenue	From East Main Street to Harvester Avenue	South
North Spruce Street	From East Main Street to East Avenue	North
School Street	From Center Street to Liberty Street	East
Wiard Street	From East Main Street to a point 160 feet north of the north curbline of East Main Street	North
Thorpe Street	From Watson Street to Maple Street	South

#96-2018
**A RESOLUTION TO APPOINT MEMBERS TO VARIOUS CITY COMMITTEES/
BOARDS**

Motion of Councilperson

WHEREAS, certain vacancies exist on various City Committees/Boards.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the following appointments be made:

Community Garden

Bob Gray
Leslie Moma

December 31, 2022
December 31, 2022

Historic Preservation Commission

Sharon Burkel

December 31, 2021

**Seconded by Councilperson
and on roll call**

#97-2018

**A RESOLUTION FOR ACCEPTANCE OF SPECIAL LEGISLATIVE GRANT,
ADDITIONAL YDP FUNDING AND BUDGET AMENDMENT TO THE 2018-2019
YOUTH BUREAU BUDGET TO REFLECT THE RECEIPT OF FUNDS**

Motion of Councilperson

WHEREAS, the City of Batavia Youth Bureau has received a grant in the amount of \$10,000.00 for Award period July 1, 2018 through June 30, 2019 from the NY State Education Department to provide assistance to afterschool and structured programs; and

WHEREAS, the City of Batavia Youth Bureau also received additional YDP funds in the amount of \$1,000.00 for 2018-2019 budget year from the County Youth Bureau for equipment and program supplies and materials; and

WHEREAS, to properly account for the expenditure of this money, a budget amendment needs to be made; and

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is authorized to make the following budget amendment to the 2018-2019 budgets effective December 10, 2018 to cover various purchases:

Establish/Increase Revenue lines:

001.0001.3820.1179	\$10,000.00
001.0001.3820	\$1,000.00

Establish/Increase Expense lines:

001.7310.0423.1179	\$10,000.00
001.7310.0401	\$570.00
001.7310.0439	\$430.00

Seconded by Councilperson

And on roll call

#98-2018

**A RESOLUTION TO AUTHORIZE THE COUNCIL PRESIDENT AND CITY
MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO RECEIVE THE
EMPIRE STATE DEVELOPMENT CORPORATION (ESDC) REIMBURSEMENT
GRANT TO ASSIST THE GLOW YMCA PREPARING A FEASIBILITY STUDY FOR
THE HEALTHY LIVING CAMPUS**

Motion of Councilperson

WHEREAS the City received a \$25,000 Empire State Development Corporation (ESDC) Strategic Planning reimbursement grant to assist the GLOW YMCA with preparing a feasibility study for the Healthy Living Campus; and

WHEREAS, the GLOW YMCA, in partnership with the City and United Memorial Medical Center, have completed the Healthy Living Campus feasibility study; and

WHEREAS, the project results have been used by the YMCA to evaluate the feasibility of the Healthy Living Campus which has resulted in a Downtown Revitalization Initiative award; and

WHEREAS, a Grant Disbursement Agreement needs to be signed by the Council President to receive the grant funds,

WHEREAS, supporting documentation for the grants needs to be signed by the City Manager;

BE IT RESOLVED, that the Council authorizes the Council President and City Manager to execute all necessary documents to receive the grant.

**Seconded by Councilperson
and on the roll call**

#99-2018
A RESOLUTION TRANSFERRING FUNDS FROM ASSIGNED FUND BALANCE TO
VARIOUS RESERVE FUNDS

Motion of Councilperson

WHEREAS, pursuant to General Municipal Law 6-c and 6-j the City of Batavia has established various reserve funds; and

WHEREAS, the City of Batavia, for the fiscal year ending March 31, 2018, has assigned General Fund balance for funding various reserves; and

WHEREAS, the City has made significant strides in improving their fleet, infrastructure and buildings, however, there is still work to be done to continue progressing in replacing fleet, infrastructure and buildings that are old and in poor shape; and

WHEREAS, the City has equipment replacement plans and building improvement plans which outlines replacing and improving equipment and buildings ten years into the future; and

WHEREAS, the City is currently working with a consultant to work towards overhauling the City's antiquated Enterprise Resource Planning (ERP) system that will upgrade the information technology and records management of the City; and

WHEREAS, the City has future liabilities related to compensated absences (unused benefits paid to employees at the time of retirement) and retirement, and is need of a well-established reserve for workers compensation as the city is self-funded for workers compensation claims.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby transfer, consistent with the City's Strategic Plan, the following amounts into the following reserves from the General Fund's Assigned Fund Balance:

DPW Reserve	\$150,000
Sidewalk Reserve	25,000
Administrative Equipment Reserve	75,000
Police Equipment Reserve	5,000
Fire Equipment Reserve	40,000
Dwyer Stadium Reserve	10,000
Facility Reserve	50,000
Compensated Absence Reserve	80,000
Workers Compensation Reserve	50,000
Retirement Reserve	75,000
Parking Lot Reserve	25,000

Seconded by Councilperson
and on roll call

#100-2018

**A RESOLUTION TRANSFERRING \$15,000 FROM ASSIGNED FUND BALANCE TO
COMMITTED FUND BALANCE FOR CREEK PARK SITE WORK**

Motion of Councilperson

WHEREAS, the City of Batavia, for the fiscal year ending March 31, 2018, has assigned General Fund balance for funding various reserves; and

WHEREAS, in the prior fiscal year the City had appropriated \$15,000 towards environmental work at the creek park site on Evans Street, however, with the focus on development in other areas associated with the DRI project, it was determined that this project should be deferred until the DRI process was completed; and

WHEREAS, with DRI projects currently underway, it is recommended that \$15,000 be transferred from Assigned Fund Balance to Committed Fund Balance for utilization of environmental work at the creek park site, work that will likely be coordinated with the Batavia Development Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby transfer, consistent with the City's Strategic Plan, \$15,000 from the General Fund Assigned Fund Balance to Committed Fund Balance.

**Seconded by Councilperson
and on roll call**

#101-2018

**A RESOLUTION ESTABLISHING THE CITY OF BATAVIA AS LEAD AGENCY
UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQR") FOR
AN AMENDMENT TO THE ZONING MAP FOR RE-ZONING A SECTION
OF THE R-3 RESIDENTIAL DISTRICT TO C-3 CENTRAL COMMERCIAL
DISTRICT AND DETERMINING SIGNIFICANCE UNDER SEQR**

Motion of Councilperson

WHEREAS, the City of Batavia has proposed to amend the zoning map to rezone a section of land from 42 Central Avenue to 122-124 Liberty Street which includes 42 Central, 110 Liberty, 112-116 Liberty, 118-120 Liberty, 122 Liberty, and 122-124 Liberty from R-3 Residential District to C-3 Central Commercial District; and

WHEREAS, the amendment of the City's zoning map with respect to the foregoing parcels is an Unlisted Action under SEQR; and

WHEREAS, in accordance with SEQR the City Council of the City of Batavia has declared its intent to act as lead agency for the Action; and

WHEREAS, a Short Environmental Assessment Form has been completed for the Action, a copy of which is attached hereto as Schedule A; and

WHEREAS, the City Council has carefully reviewed the potential environmental impacts of the proposed action against the criteria set forth in 6 NYCRR 617.7(c) and has taken a hard look at the potential environmental impacts required by SEQR, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia in accordance with SEQR and 6 NYCRR 617.6 hereby establishes itself as Lead Agency for the purpose of completing SEQR review of the amendment to the City's zoning map; and

BE IT FURTHER RESOLVED, that the City Council having reviewed a completed Short Environmental Assessment Form and accompanying narrative which is part of the record of this Action and having considered the environmental impacts of the proposed action against the criteria in 6 NYCRR 617.7(c), finds that the proposed action will not result in any significant adverse environmental impact; and

BE IT FURTHER RESOLVED, the City Council does hereby authorize and direct the City Clerk to duly file this Negative Declaration.

**Seconded by Councilperson
And on roll call**

#102-2018

**A RESOLUTION TO ADOPT AN ORDINANCE AMENDING CHAPTER 190
ENTITLED “ZONING” OF THE CITY OF BATAVIA MUNICIPAL CODE TO
AMEND THE ZONING MAP OF THE CITY OF BATAVIA**

Motion of Councilperson

BE IT RESOLVED that a proposed Ordinance entitled “**AN ORDINANCE AMENDING CHAPTER 190 ENTITLED “ZONING” OF THE CITY OF BATAVIA MUNICIPAL CODE TO AMEND THE ZONING MAP OF THE CITY OF BATAVIA**” is introduced before the City Council of the City of Batavia, New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed Ordinance be laid upon the desk of each member of the City Council; and

BE IT FURTHER RESOLVED that the City Council held a public hearing on said proposed Ordinance at the City Hall, One Batavia City Centre, Batavia, New York, at 7:00 P.M. on Tuesday, November 13, 2018; and

BE IT FURTHER RESOLVED that the City Clerk published a public notice in the official newspaper of the City of said public hearing at least five days prior thereto.

BE IT FURTHER RESOLVED that the City Council Adopts Ordinance #2-2018 entitled An Ordinance Amending Chapter 190 Entitled “Zoning” of the City of Batavia Municipal Code to Amend the Zoning Map of the City of Batavia as attached hereto.

**Seconded by Councilperson
and roll call**

ORDINANCE #2-2018

AN ORDINANCE AMENDING CHAPTER 190 ENTITLED "ZONING" OF THE CITY OF BATAVIA MUNICIPAL CODE TO AMEND THE ZONING MAP OF THE CITY OF BATAVIA

SECTION 1. AMENDMENT OF THE ZONING MAP OF THE CITY OF BATAVIA TO REZONE PREMISES FROM A R-3 RESIDENTIAL DISTRICT TO A C-3 CENTRAL COMMERCIAL DISTRICT.

PREMISES BEING MORE RECENTLY DESCRIBED AS ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York and is more particularly described as follows:

BEGINING at a point in the south right-of-way line of Central Avenue said point being the northwest corner of lands conveyed to The City Church, Inc., by Deed recorded in the G.C.C.O. Liber 920 of Deeds, page 913,

- 1) Easterly, along the south line of Central Avenue a distance of 32.94 feet to a point in the northeast corner of lands conveyed to The City Church, Inc. by deed recorded in the G.C.C.O., Liber 920 of Deeds, Page 913,
- 2) Northerly at an angle of 63 degrees distance of 24.75 feet to follow along Central Avenue,
- 3) Easterly, along the centerline of Central Avenue a distance of 217 feet to a point in the northeast corner of lands conveyed to The City Church, Inc. by deed recorded in the G.C.C.O., Liber 920 of Deeds, Page 913,
- 4) Southerly at a right angle to the centerline of Liberty Street, a distance of 350.77 feet to a point,
- 5) Westerly at right angle, a distance of 123 feet to a point in the east line of lands conveyed to The City Church, Inc. by deed recorded in the G.C.C.O., Liber 920 of Deeds, Page 913,
- 6) Southerly along the aforesaid west line of 124-126 Liberty Street The City Church, Inc., a distance of 34.88 feet to a point in the south line of 124-126 Liberty Street owned by The City Church, Inc. by deed recorded in the G.C.C.O., Liber 920 of Deeds, Page 913,
- 7) Westerly at a right angle along the south line of lands that belong to The City

Church, Inc. at 122-124 Liberty Street, a distance of 75 feet to a point,

- 8) Northerly at right angle, a distance of 277.89 feet to the point in the north line of 7 Pringle Avenue owned by Mark Adams by deed recorded in the G.C.C.O., Liber 704 of Deeds, Page 276
- 9) Westerly at right angle, a distance of 48.34 feet to a point in the east line of lands conveyed to The City Church, Inc. by deed recorded in the G.C.C.O., Liber 920 of Deeds, Page 913,
- 10) Northerly at right angle and continuing northerly and along the west side of The City Church, Inc. by deed recorded in the G.C.C.O., Liber 920 of Deeds, Page 913 a distance of 98 feet to the point and place of beginning.

PREMISES BEING MORE RECENTLY DESCRIBED AS ALL THAT TRACT OF PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Lot 29 of the Holland Land Company's land, bounded and described as follows:

COMMENCING at a point in the south right-of-way line of Central Avenue said point being the northwest corner of lands conveyed to The City Church, Inc., by Deed recorded in the Genesee County Clerk's Office Liber 920 of Deeds, page 913; thence

1. Southeasterly, along the street line of Central Avenue a distance of 32.94 feet to an angle point in the street line of Central Avenue; thence
2. Northerly forming an interior angle of $297^{\circ} 03' 25''$ a distance of 24.75 feet to be at the centerline of Central Avenue; thence
3. Easterly, continuing along the centerline Central Avenue and forming an interior angle of $90^{\circ} 00' 00''$, a distance of 217 feet to the point of the centerline of Liberty Street; thence
4. Southerly, forming an interior angle of $90^{\circ} 00' 00''$, along the centerline of Liberty Street, a distance of 350.77 feet to a point, said point being the northeast corner of Lot 22 conveyed to The City Church and the Southeast corner of Lot 23 conveyed to The City Church; thence
5. Westerly, along the northerly line of The City Church and also along the northerly line of Lot 22 and forming an interior angle of $90^{\circ} 00' 00''$, and a distance of 123 feet to a point; thence
6. Southerly, along the westerly line of The City Church and along the westerly line of Lot 22 and forming an interior angle of $270^{\circ} 00' 00''$, a distance of 34.88 feet to a point; thence
7. Westerly, along the northerly line of The City Church and along the northerly line of Lot 22 and forming an interior angle of $90^{\circ} 00' 00''$, a distance of 75 feet to a point; thence
8. Northerly, along the easterly line of Lots 51, 50, 49, 48, 47, 46 and 45 of the Carpenter and Hough's Subdivision and forming an interior angle of $90^{\circ} 00' 00''$ and a distance of 277.89 feet; thence

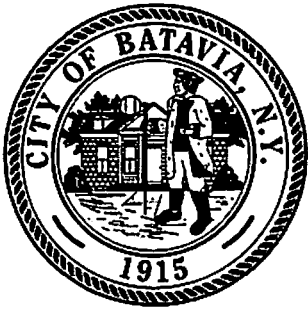
9. Westerly, along the north line of Lot 45 and forming an interior angle of 270° , a distance of 48.34 feet to a point, said point being the southeast corner of Lot 44; thence
10. Northerly, along the easterly line of Lots 44, 42, and 38 and forming an interior angle of 90° , a distance of 98 feet to a point in the street line of Central Avenue to the point of beginning, said final course forming an interior angle of $62^{\circ} 56' 35''$ with the southerly line of Central Avenue.

INTENDING to describe parcels of land designated as #42 Central Avenue, #110 Liberty Street, 112-116 Liberty Street, 118-120 Liberty Street, 122 Liberty Street and #122-124 Liberty Street, City of Batavia, being further identified as SBL #084.066-1-47, SBL #084.066-1-11, SBL #084.066-1-12, SBL #084.066-1-13, SBL #084.066-1-14, and SBL #084.066-1-16.

The Zoning Ordinance of the City of Batavia, New York, dated and adopted July 25, 1973, and the Zoning Map of the City of Batavia, New York, dated and adopted September 24, 1973 (Said map being part of said Ordinance), as amended, are hereby further amended for the purpose of re-zoning the premises described above from a R-3 Residential to a C-3 District:

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect immediately after the date of passage and in accordance with law.



City of Batavia

Memorandum

To: Martin Moore, City Manager

From: Matt Worth, Director of Public Works

Date: November 21, 2018
Rev. December 4, 2018 Changes to Water Supply Agreement Paragraphs #7 and #17

Subject: Water Agreements with Genesee County

Revision Items - It should be noted that two additional changes have been made to the Water Supply Agreement:

In paragraph #7 the City and County have proposed to leave the index allowing for a maximum change in the cost of wholesale water purchased by the City to remain as the Consumer Price Index (CPI) which is consistent with the existing contract.

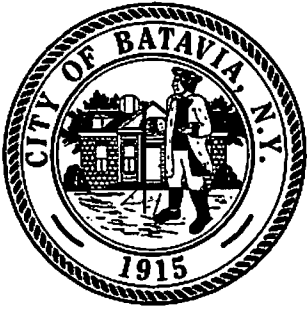
In paragraph #17 additional language was added to provide for Genesee County to be a co-applicant or giving endorsement of any funding applications prepared by the City for the removal of lead services within the system.

The current water agreements with Genesee County expire on December 31, 2018. The City and County have continued to work on long term agreements that are consistent with the City's needs for water supply and related sales tax sharing agreement.

The proposed water agreements will run concurrent with the recent sales tax agreement in being a 1-year agreement with the intention of a longer term agreement to be entered into once a longer term sales tax agreement is in place.

The three agreements are as follows:

Water Supply Agreement
Operation and Maintenance Agreement
Facilities Lease Agreement



City of Batavia

The Water Supply Agreement makes Genesee County the entity responsible for supplying water throughout the County in accordance with the County's master water plan. The County has undertaken several projects increasing water supply throughout the County, and will be starting a new project to bring in an additional 2.4 million gallons per day in the coming year. The primary change to the City in this new agreement is the ability for the County to adjust the surcharge from the existing \$0.60/1000 gal to fund the additional capital projects to increase the water supply within the County. Specifically, this agreement calls for a \$0.60/1000gal increase in February of 2019 which will become part of the future County tax bill. This is consistent with the other water agreements that the County has with other municipalities.

The Operation and Maintenance Agreement creates the structure for the City to operate the Water Plant and have those costs reimbursed by the County. The contract is generally consistent with the previous document with the primary changes being that there will now be an end of year accounting of actual costs as compared to budgeted costs. The City and County will split 50/50 any surplus funds between actual vs budget amounts. In addition, there is a current \$100,000 fund held by the County to cover overages. This account will be liquidated with the City receiving \$50,000 up to \$100,000 for a re-metering project to be determined.

The Facilities Lease agreement allows for the lease of the City's water plant to Genesee County. The terms of the agreement are not significantly changed from the previous agreement. It should be noted that the previous agreement allowed for the water plant site to be demolished, and the new agreement simply transfers the property to the County once the plant is no longer being used, by mutual agreement.

Supporting Documentation

Draft Agreements

Draft Resolutions

**AMENDED AND RESTATED
WATER SUPPLY AGREEMENT BETWEEN
COUNTY OF GENESEE AND CITY OF BATAVIA**

THIS AGREEMENT, made this _____ day of _____ 2018 between the County of Genesee, with offices at 7 Main Street, Batavia, NY 14020 (hereinafter referred to as “County”), and the City of Batavia, a municipal corporation of the State of New York with offices located at One City Centre., Batavia, New York 14020 (hereinafter referred to as “City”).

WHEREAS, the County has adopted a plan to acquire sources of water and to sell or cause said sources of water to be sold and to be transmitted to various municipalities and water districts located in the County, which plan is contained in the County’s February 1999 Genesee County Water Supply System Final Environmental Impact Statement (hereinafter referred to as “Plan”); and

WHEREAS, the Plan includes a provision to supply water to the City, and

WHEREAS, the County desires to continue to sell water to the City and the City desires to continue to buy water from the County, and

WHEREAS, in order to be able to meet the most current water demands, support new commercial, residential and industrial growth in the County, and sustain water quality, the County is developing plans to construct or have constructed, as soon as is feasible, new water facilities, which will increase the County’s current capacity by approximately 2.4 million gallons of water per day, and

WHEREAS, it is the intention of the parties to have all costs of water facility improvements paid by county wide water revenues based on a consumption basis, and

WHEREAS, in order for the County to be able to finance said water capacity expansion, as well as future projects, the County must have the ability to adjust the surcharge referred to herein at paragraph 12 when additional expansion becomes necessary, and

WHEREAS, the City has previously entered into three Agreements with the County by which the County would provide water to the City, and

WHEREAS, these three Agreements need to be amended and restated as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. The parties previously entered into three contracts entitled as hereinafter stated, which are being amended and restated by the current document (hereinafter referred to as “Amended and Restated Agreement”).

A. and an “Agreement”, dated January 20, 2000 (hereinafter “2000 Agreement”)

B. and an “Agreement”, dated December 31, 2007 (hereinafter “2007 Agreement”)

C. and an “Amendment to City of Batavia and County of Genesee Lease Agreement for Water Supply and Treatment Facilities (“Facilities”), dated June 19, 2017 (hereinafter “2017 Amended Agreement”)

2. The County shall produce or shall cause to be produced at the Facilities, or to acquire from other sources, water which shall meet all current and future applicable New York and Federal Drinking Water Regulations and Standards and shall provide water in such quantities and pressure as may be required by the City for residential, commercial and industrial use including use by the City itself for firefighting, public works and other municipal services. Finished water provided through this contract shall not exceed a hardness level of 140 mg/l.

3. The County shall continue to use the City’s existing water supply sources rather than outside sources to supply the City as long as said existing sources are viable, cost effective, and in compliance with applicable State and Federal standards and regulations, and no change shall be made to the City’s supply source without the mutual agreement of the City and the County.

4. The City agrees to purchase potable water exclusively from Genesee County as long as the City is leasing its Facilities to the County.

5. Other consumers in the Town of Batavia, outside the City, currently being served by the City’s distribution system, will continue to receive water supply from the City at the same rate as the City’s adopted out of district customer rate or they shall be able to form Town of Batavia Water Districts and receive service from the County. Similarly, customers in the City of Batavia currently being served by Town of Batavia water districts shall continue to receive water supply from the districts at the same rate as district customers.

6. The County shall sell or cause to be sold, such water to the City on a wholesale basis and as measured by a master meter at the treatment plant owned and operated by the City and jointly read by the City and County. Any cost of maintenance of said master meter shall be borne by the City and reimbursed to the City as part of the reimbursement costs provided within an “Amended and Restated County of Genesee and City of Batavia Facilities Lease Agreement”, to be executed simultaneously with this current Agreement.

7. The “2018-2019 base rate” for the 12-month period ending 3/31/19 for water purchased by the City is \$2.24/1000 gallons. On April 1 of each subsequent year, the \$2.24/1000 gallons shall be adjusted not to exceed the Consumer Price Index (CPI) for all consumers in the Northeast Region.

8. Only upon the circumstance set forth in Paragraph 3 above, if the County provides water for use by the City from a source other than the current City supply sources, the rate shall be the weighted average, based on flow, of the inflated 2018-2019 base rate for the existing City sources and the rate actually charged to the County for other sources.

9. In the event of material changes to the current applicable Federal and State regulations and standards effecting the cost of producing treated water, as provided for herein, the parties agree to review the 2018-2019 rate of \$2.24/1000 gallons and to negotiate in good faith to equitably adjust said base rate to reflect any associated increased cost of treatment attributed to the new regulations and standards.

10. The City shall remain responsible for the maintenance, billing, servicing, repair, replacement, operation, metering and any and all aspects of its distribution system for such water after it has left the Facilities and passed through the master meter.

11. The City hereby agrees to permit the transmission of water through its existing system to areas outside its geographic boundaries of such water as may be required by any water districts, other municipalities or other individual customers, without any additional charge. The County and said outside users shall indemnify the City from any and all claims, costs and liabilities that may arise out of such service. This provision shall not require the City to provide water to users outside the City in such amounts as would materially adversely affect the City's ability to provide adequate water to its customers within the City.

12. The City is currently paying and will continue to pay to the County, until modified as allowed herein, for water supplied, the sum of sixty cents (\$0.60) for each one thousand gallons of water used (herein referred to as "surcharge"), by the consumers in the City. The City shall continue to be charged and billed quarterly by the County for the first \$0.60 per thousand gallons of surcharge. City residents shall be billed annually on their County property tax bill for any new adjustment to the surcharge above the first \$0.60 per thousand gallons.

13. Except for the Peachey Road Water District and Water Districts No 1 and 2 in the Town of Bergen, as well as Water District No. 1 in the Town of Byron and Water District No. 1 in the Town of Alexander, the surcharge shall be the same amount for all other water users that are subject to the surcharge within the City, as well as within all of the Towns and Villages.

14. All revenue received by the County from the surcharge shall be deposited into a dedicated Water Fund, and the County shall use this money for only Water Fund purposes.

15. The County, as needed, in its sole discretion, may increase or decrease the surcharge to water users to support future investments in the system; provided however, that the County provides written notice to the City with justification for the proposed surcharge increase, at least 120 days prior to the effective date. Notwithstanding the foregoing, the parties agree that starting February 1, 2019, the surcharge to City users shall be increased by \$0.60 per thousand gallons of water used to a total of \$1.20 per thousand gallons of water used, and the City does hereby waive its right to the full 120 day prior written notice to only this initial increase of \$0.60 per thousand gallons of water used. This justification will be based upon a County Water Master Plan or any subsequent changes thereto as well as the following factors:

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A. The water supply needs of the City and of the other Municipalities in Genesee County.

B. The availability of fiscal resources, such as the unassigned fund balance of the Genesee County Water Fund; and/or New York State and Federal Grants and/or low interest loans.

C. The cost of increasing County-wide water capacity and/or improving existing water production, distribution and/or storage facilities.

D. Intending to have all future costs of water facility projects paid by County-wide water revenues based upon water consumption.

E. The amount of County Debt Service to be incurred for any proposed County Water System improvements.

16. The County shall commit to develop and approve a Master Plan no later than 12 months after the final execution of this Amended and Restated Agreement that will allow for the County to make its best efforts to have surplus water available in the County for the term of this Agreement. The Master Plan will also address system improvements to maintain and enhance water quality, , and minimize the operational costs of the water system. The County shall update and formally re-approve the Master Plan every two years thereafter. The County will commit to continually seeking grant and loan funding assistance until the improvements contemplated by the Master Plan are completed. The County will provide a report every two years on its efforts at the same time the Master Plan is updated. The parties agree that the County is currently working on a Master Plan document that proposes three phases for increases in the total water capacity of the county-wide system to approximately 8.68 mgd initially, then to approximately 11.08 mgd in the second phase and then to 15.08 mgd in the third phase. The County commitment to increase water capacity and water quality includes the requirement to perform its best efforts to complete these three phases, as well as any other projects proposed in future Master Plans, as soon as possible.

17. Whenever proposed water facility improvements are to be located outside of the City, the County individually or jointly with other affected Towns, Agencies or Authorities, will make all efforts to obtain all sources to fund water capital improvements, including, grants and low interest loans. The County shall participate as a co-applicant, when appropriate, in funding applications on future City water infrastructure projects. Specifically, as the City develops projects for the replacement of lead services within the system, a joint application will provide a stronger application towards securing funding. The County shall provide appropriate letters of support where a joint application is not appropriate, especially for funding sources the County intends to or may pursue for County projects .

18. In the event that the County determines a water emergency exists due to a reduced supply from one or more of the County's supply systems and imposes restrictions on other customers, the City agrees to impose such restrictions on water used by its customers. The City further agrees not to cause or create any potentially hazardous conditions that could contaminate a County supply source and to correct any such conditions immediately upon written notification by the applicable County or State authorities. The County further agrees to not cause or create a water emergency by allowing excessive demand through future connections.

19. This Amended and Restated Water Agreement shall be interpreted pursuant to the laws of the State of New York and any action or proceeding brought to enforce any provision

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hereof shall be venued in New York State Supreme Court, Genesee County.

20. The County and the City agree not to assign this Agreement without the express written approval of the other, with the exception that the County may assign this Agreement in whole or in part without the prior approval of the City to a subsequently formed Genesee County Water District. The parties will not unreasonably withhold any such approval.

21. The City shall indemnify, save harmless and defend the County from any and all liability, costs, claims and expense arising out of any occurrence related, directly or indirectly, to the City's ownership, control, operation, maintenance, repair, replacement, transmission or distribution of water through its system.

22. The County shall indemnify, save harmless and defend the City from any and all liability, cost, claims and expense arising out of any occurrence related, directly or indirectly, to the County's use of the City's transmission mains.

23. The term of this Amended and Restated Agreement shall be for a period of one (1) year commencing January 1, 2019 and ending December 31, 2019..

24. The prior aforesaid Agreements consisting of the "2000 Agreement", the "2007 Agreement", and "2017 Amended Agreement", are hereby replaced in their entirety, and upon execution of this current Agreement, these three prior documents shall be null and void. The parties acknowledge and agree that except as otherwise provided in this Amended and Restated Agreement, the obligations of each party required by the prior Agreements were either performed in their entirety or waived.

25. This Amended and Restated Agreement shall be binding upon and shall inure to the benefit and shall be enforceable by, the parties to this Amended Agreement and their respective successors and permitted assigns.

26. All terms and conditions of this Amended and Restated Water Agreement must be reviewed and discussed by and between the parties every five years without any obligation for revision unless mutually agreed.

27. Failure of the County to perform any of its obligations under this Amended and Restated Agreement resulting from any cause or causes beyond its control, including, but not limited to strikes, labor disputes, fire, acts of god, or acts or order of the government, shall not constitute an actual default or breach of this Amended and Restated Agreement (hereinafter referred to as "Force Majeure"). The time for performance of any duty or obligation hereunder which cannot be performed as a result of an event of Force Majeure shall be extended for a period equal to the duration of such inability to perform; notwithstanding the foregoing, it is understood that the events of Force Majeure shall not extend the time of payment for any money which is due and payable or extend the current term of this Amended and Restated Agreement.

28. This Amended and Restated Agreement may be executed in counterparts, each of which shall be deemed as an original, and all of which, taken together, shall constitute one Amended and Restated Agreement binding on both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BATAVIA

COUNTY OF GENESEE

BY: _____

City of Batavia

BY: _____

Robert Bausch Chairman
Genesee County Legislature

STATE OF NEW YORK :
COUNTY OF GENESEE : ss.:

On this ____ day of _____, 2018 before me, the subscriber, personally appeared _____, who being by me duly sworn, deposes and says: That she/he is the Supervisor of the City of _____, a municipal corporation of the State of New York named in and which executed the above and within instrument; that he/she knows the seal of said City and that the seal affixed to said instrument is the seal of the City of _____; that it was so affixed by order of the City Board of the City of _____ and that she signed his/her name thereto by like order.

Notary Public
Genesee County, New York
My Commission Expires _____

STATE OF NEW YORK :
COUNTY OF GENESEE : ss.:

On this ____ day of _____, 2017 before me, the subscriber, personally appeared _____, who being by me duly sworn, deposes and says: That she/he is the Chairman of the Genesee County Legislature, a municipal corporation of the State of New York named in and which executed the above and within instrument; that he/she knows the seal of said Legislature and that the seal affixed to said instrument is the seal of the County Legislature; that is was so affixed by order of the Legislature and that she signed his/her name thereto by like order.

Notary Public
Genesee County, New York
My Commission Expires _____

#103-2018
**A RESOLUTION APPROVING AN AMENDED AND RESTATED WATER SUPPLY
AGREEMENT WITH THE COUNTY OF GENESEE**

Motion of Councilperson

WHEREAS, the City of Batavia and County of Genesee entered into a lease agreement dated November 20, 2000 which was extended and renewed on December 31, 2007 and again in June 19, 2017 for the lease of the City's Water Treatment Plant, water supply facilities and water transmission system ("the Facilities") to the County and the supply by the County of Genesee water to the City; and

WHEREAS, the current term of the lease is through December 31, 2018, but the City and County have agreed to extend the lease for another year through December 31, 2019; and

WHEREAS, the Amended and Restated Water Supply Agreement with the County should be extended for the same term; and

WHEREAS, the parties now wish to extend the Water Supply Agreement through December 31, 2019; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby authorize the President of City Council to execute an Amended and Restated Water Supply Agreement for a term from January 1, 2019 through December 31, 2019.

Seconded by Councilperson
And on roll call

#104-2018
**A RESOLUTION APPROVING THE EXTENSION OF AN AMENDED AND
RESTATED OPERATION AND MAINTENANCE AGREEMENT FOR THE
WATER TREATMENT PLANT**

Motion of Councilperson

WHEREAS, the City of Batavia and the County of Genesee have previously entered into a Lease Agreement for the lease by the county of the City's water treatment plant, water supply facilities and water transmission system; and

WHEREAS, the parties agreed to extend and renew the original Lease Agreement and enter a new Lease Agreement through December 31, 2019; and

WHEREAS, as a portion of said Lease Agreement, the parties entered into a separate Amended and Restated Operation and Maintenance Agreement which was extended through December 31, 2018 pursuant to which the City operates the water treatment plant on behalf of the County; and

WHEREAS, the parties wish to extend said Amended and Restated Operation and Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby authorize the President of City Council to execute an extension of the Amended and Restated Operation and Maintenance Agreement with the County of Genesee dated April 10, 2001 which was extended and modified on December 31, 2007 through December 31, 2018 under the same terms and conditions.

**Seconded by Councilperson
and on roll call**

#105-2018
**A RESOLUTION APPROVING A RENEWAL AND EXTENSION OF AN AMENDED
AND RESTATED LEASE WITH THE COUNTY OF GENESEE FOR WATER
TREATMENT FACILITIES**

Motion of Councilperson

WHEREAS, the City of Batavia and the County of Genesee entered into a lease agreement dated November 20, 2000 which was extended and renewed on December 31, 2007 and on June 19, 2017 for the lease by the County of the City's water treatment plant, water supply facilities and water transmission system (the "Facilities"), and

WHEREAS, the current term of the lease agreement is through December 31, 2018,

WHEREAS, the City and County have agreed to extend the Sales Tax Allocation Agreement and Water Supply Operation and Maintenance agreement through December 31, 2019; and

WHEREAS, the lease agreement needs to run for the same term as the Sales Tax Agreement and Operation and Maintenance agreement; and

WHEREAS, the parties now wish to extend the lease agreement through December 31, 2019; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby authorize the President of City Council to execute a renewal and extension of the lease agreement for the Facilities for a term beginning December 1, 2019 through December 31, 2019.

Seconded by Councilperson
And on roll call

#106-2018

**A RESOLUTION AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN
AMENDMENT AND EXTENSION OF THE DWYER STADIUM LEASE AND SUBLEASE
AGREEMENT**

Motion of Councilperson

WHEREAS, the City of Batavia is the owner of Dwyer Stadium and the Batavia Regional Recreation Corporation (BRRC) operates and manages the Dwyer Stadium facility as outlined in the Dwyer Stadium Lease Agreement; and

WHEREAS, the BRRC sublets the premises to the Batavia Muckdogs minor league franchise so that the Batavia Muckdogs can use the facility to play its home baseball games at Dwyer Stadium; and

WHEREAS, BATAVIA MUCKDOGS, INC. (BMI) is party to a Management and Operating Agreement by which BMI manages and operates the day to day business of Batavia Muckdogs, pursuant to and as more particularly provided for by the Management and Operating Agreement; and

WHEREAS, since the extension of the Lease and Sublease Agreements the Management and Operating Agreement has expired and they would like to renew; and

WHEREAS, the Batavia Muckdogs, Inc., wishes to operate the team at Dwyer Stadium under the Sublease; and

WHEREAS, the parties need to amend and extend the Lease and Sublease agreements.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia that the Council President by and is hereby authorized to sign said Amendment and Extension of the Dwyer Stadium Lease and Sublease Agreement as attached on behalf of the City of Batavia.

**Seconded by Councilperson
and on roll call**

DWYER STADIUM LEASE AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2018, between the CITY OF BATAVIA, hereinafter referred to as the "City", and the BATAVIA REGIONAL RECREATION CORPORATION, hereinafter referred to as the "BRRC."

WITNESSETH:

WHEREAS, the City is the owner of certain real property with improvements thereon consisting of a baseball field and grandstand facilities which are known as Dwyer Stadium, and

WHEREAS, the BRRC was incorporated as a Not-For-Profit corporation with one of its purposes being to operate and manage the Dwyer Stadium facility, and

WHEREAS, a Not-For-Profit corporation, known as the Batavia Muckdogs, Inc., ("BM") owns a minor league franchise and is a member of the New York-Pennsylvania Professional Baseball League, Inc., with a current Player Development Contract with the Miami Marlins organization, allowing it to operate a minor league baseball team, and

WHEREAS, the City desires to operate Dwyer Stadium as a multi-use facility with the minor league baseball franchise to be the major tenant, as well as continuing the use of the facility for youth activities and not-for-profit groups.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. **Lease.** Subject to each, and all, of the terms and conditions of this Agreement, the City hereby leases to BRRC, and BRRC hereby leases from the City, the Premises, as hereinafter defined, for the uses and purposes hereinafter described.

2. **Premises.** The term "Premises" as used in this Agreement shall include only the athletic field, the improvements thereon, and the surrounding structures, including the surrounding parking areas, known as Dwyer Stadium.

3. **Term.** The term of this Agreement shall be three (3) years commencing on April 1, 2019 and continuing through and including April 1, 2022 unless terminated earlier as more particularly provided for herein.

4. **Rent.** The amount of the annual rent shall be One and No More Dollars (\$1.00), together with the other considerations stated herein and subject to the terms and conditions hereof.

5. Acceptance of Premises. BRRC accepts the Premises “as is”.

6. Use of the Premises.

(a) BRRC shall cause the Facility to be used primarily by the primary tenant, BM, as needed by BM for its home baseball games and practices.

(b) BRRC shall have the exclusive right and authority to schedule both baseball and non-baseball events such as concerts, exhibitions, gatherings, etc., for both profit and not-for-profit, groups on all dates that do not conflict with the use of the Facility by GCBC with the following provisions and limitations:

(1) The Premises will continue to be used by High Schools for regular season games, all-star games and sectional games, when possible, with preference to be given to Batavia High School and Notre Dame of Batavia High School.

(2) The Facility will continue to be used for other not-for-profit baseball events such as the National Junior College Athletic Association World Series, the Genesee Community College and the Men’s Senior League.

(3) The outfield portion of the Facility will continue to be used for the Batavia Youth Football for its scheduled season games every fall after the GCBC baseball season is completed.

(c) The requirement that BRRC must allow the use of the Facility to continue for not-for-profit organizations and High Schools does not eliminate the right of BRRC to negotiate and establish reasonable user fees for the use of the field and/or the lights for such events.

(d) All concert or other non-baseball events shall end no later than midnight on Fridays and Saturdays, and no later than Eleven P.M. on all the other nights.

7. Advertising. BRRC shall have the authority to use the interior side of the outfield fence at the Facility, and any other areas it deems appropriate for the purpose of placing advertising thereon. BRRC may fix and charge rates for said advertising as it deems appropriate. BRRC shall not allow any advertising in or around the Facility for tobacco products of any kind or nature, except with regard to any pre-existing legally enforceable contract for the same.

8. Concessions.

(a) BRRC shall have the exclusive right and privilege of operating a concession stand during any events to be held at the Facility for the sale of any and all merchandise or food and drink for human consumption, except articles forbidden to be sold by law, together with the right to circulate among the patrons of the stadium to sell

said wares, or to assign this concession privilege to contract to suitable persons or groups, such as, without limitation, the Batavia Rotary Club, Inc.

(b) Notwithstanding the provisions of Paragraph (a) herein, BRRC, it's successors and assigns, covenants and agrees that no alcoholic beverages shall be sold from said concession stand or elsewhere within the leased premises unless and until BRRC provides and maintains at it's sole cost and expense a liquor legal liability insurance policy which names the City of Batavia as an additional insured party; said policy to be in an amount not less than \$2 Million or such higher amount as may be deemed appropriate by the City of Batavia during the term of this lease. This insurance policy shall be obtained from an insurance company licensed to do business in the State of New York, and it shall provide for thirty (30) days written notice to the City prior to any cancellation thereof.

9. Revenue From Use of Facility. BRRC shall have the right to retain any and all revenue of any kind and nature for the use and operation of the Facility, including but not limited to admissions, ticket sales, merchandising, promotions, advertising, and user fees.

10. Insurance. BRRC shall, at its sole cost and expense, furnish a comprehensive general liability insurance policy covering the use of the Premises which names the City as an additional insured party; said policy to be in an amount not less than \$2 Million or such higher amount as may be deemed appropriate by the City during the term of this lease. This insurance policy shall be obtained from an insurance company licensed to do business in the State of New York, and it shall provide for thirty (30) days written notice to the City prior to any cancellation thereof.

11. Indemnification.

(a) During the hours that BRRC operates baseball and non-baseball events at the Facility or allows the use of the facility for such events by outside organizations, BRRC shall be responsible for any personal injury, including wrongful death, and property damage to others whether caused by the carelessness, negligence or improper conduct on the part of BRRC or it's agents, servants, invitees or employees including by way of example, but not by way of limitation, Ball Players, Coaches, Staff, Patrons and Spectators. At any other times when the facility is not being used or leased by BRRC, the City shall have the foregoing responsibility and liability.

(b) BRRC shall indemnify, save and hold the City harmless from any and all losses not covered by insurance which the City may incur, suffer or be required to pay arising from injury to person, including wrongful death, or property damage upon said premises for which BRRC is responsible under the terms of this Agreement, including but not limited to reasonable attorney's fees and legal costs.

12. Events of Default; Termination.

(a) Occurrence of any of the following shall constitute an event of default under the Lease:

(i) The failure of either party hereto to make any payment of any amounts for which it is liable pursuant to the Lease within ten (10) business days after such payment is due.

(ii) The failure of either party to perform or observe any other agreement or condition to be performed or observed by it pursuant to the Lease for a period of ten (10) business days after receipt by such party of the other party's written notice of default, specifying the exact nature of such default; provided, however, an event of default shall not be deemed to have occurred in the event that the defaulting party shall correct such failure within such ten (10) day period, or within such larger period, if the default so specified (other than a default under supervision n(i) hereof) shall be of such volume that the same, although correctable, cannot be cured or corrected within such ten (10) day period and the defaulting party has in good faith commenced the curing or correcting of such default within such ten (10) day period and has thereafter continuously and diligently proceeded therewith to completion, provided that if cure is not effected within 60 days after the receipt of such notice, the same may, at the other party's option, be deemed a default.

(iii) The institution by either party of any voluntary bankruptcy or insolvency proceedings.

(iv) The institution against either party of any involuntary bankruptcy or insolvency proceedings, and the failure to obtain a dismissal thereof within sixty (60) days following the date of institution of such proceedings.

(b) Either party may terminate the Lease upon default of the other party hereto by serving written notice of termination on the defaulting party. Said notice of termination shall set forth in reasonable detail the specific default complained of and the effective date of termination, the notice is given.

(c) Upon termination for default of the Lease, all rights and obligations of the parties pursuant to the Lease shall cease as of the effective date of such termination, except for covenants requiring performance after the effective date of termination, claims arising prior to termination, and any rights of either party resulting from the other party's breach of the Lease.

13. Maintenance; Repairs.

(a) BRRC shall maintain and take good care of the Premises and shall, at the cost and expense of the BRRC, make all non-structural repairs, and at the end or other expiration of the term, shall deliver up the Premises in good order or condition, ordinary wear and tear excepted.

(b) The City shall, at its expense, make all necessary structural repairs. The determination as to what constitutes a necessary structural repair shall be made by the City in its sole discretion, acting reasonably.

(c) The City shall be responsible for any fire or hazard damage or loss to the Facility and shall provide for any insurance thereof at its own expense.

14. Inspection and Audit. The City shall have the right to inspect during business hours the books and records of BRRC or any assignee relating to this Agreement, to copy therefrom such information as the City may reasonably request, and (at the City's expense) to cause an audit to be made, by an independent public accounting firm of recognized standing, of such books and records for the purpose of reviewing the financial status of such entities.

15. Force Majeure. Neither party shall be obligated to perform under this Agreement and neither party shall be deemed to be in default if performance of this Agreement is prevented by fire, flood, earthquake, act of God, riot, civil commotion, or any law, ordinance, rule of regulation or determination of any public or military authority, or any failure of suppliers, including the failure of fuel or energy suppliers to furnish sufficient supplies, or failure of contractors to perform as agreed, or any labor dispute, strike, picket or boycott affecting the Premises, or any part thereof, or services to be provided therein, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to the foregoing. Upon the occurrence of any such event, the party whose performance is impaired shall give written notice with full particulars to the other party as soon as possible. Such performance shall be excused only during the continuance of the inability of such party to perform.

16. Compliance With Laws. BRRC shall comply with any and all ordinances, rules, orders, regulations and requirements whether local, federal or state; include any noise ordinances that are contained in the Batavia Municipal Code.

17. Reservation of Rights. The City expressly reserves any and all notice requirements contained in its Charter and State statutes pertaining to limitations of actions against the City.

18. Binding Nature. This Agreement shall bind and inure to the benefit of City, and its successors and assigns, and BRRC, and its successors and permitted assigns.

19. Sublease: Assignment. BRRC shall not sublease the Premises or otherwise transfer or assign this Agreement without the prior written approval and consent of the City; which may be withheld by the City in its sole discretion. It is anticipated by the City and BRRC that BRRC shall propose to sublease the Premises to BM, which sublease shall be subject to the prior approval and consent of the City, in its sole discretion.

20. Damaged Premises. Notwithstanding any other provision of this Agreement, in the event of fire or other similar damage to the Premises, the owner of the Premises, the City, shall have the right but not the obligation to repair the Premises. If the City notifies BRRC of the City's election not to repair the Premises within thirty (30) days after any such fire or similar damage, such event shall excuse the parties from further performance under this Agreement and this Agreement shall be deemed to have terminated as of the date of such notice.

21. Relationship of Parties. The relationship of the parties hereto is that of landlord and tenant. The parties hereto shall not be deemed to be partners or joint venturers.

22. Notices. All notices or other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid. If mailed, they should be sent to the following respective addresses:

To City of Batavia:

Dr. Martin Moore, City Manager
One Batavia City Centre
Batavia, New York 14020

To BRRC:

Stephen Maxwell
226 State Street
Batavia, New York 14020

or to such other address as shall be given to the notifying party in accordance with the terms of this Section 28. Notices or other communications shall be effective when they are received by the party for whom they are intended.

23. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the lease of the Premises and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, inducements and conditions of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against any party unless and until it shall have been duly executed by each of the parties hereto.

24. Consents. In the event that, at any time, the consent of either party hereto shall be required to be obtained pursuant to this Agreement, each party agrees that such consent shall not be withheld unreasonably.

25. Controlling Law. This Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New York.

26. Indulgence Not Waivers. No indulgences extended by any party hereto to any other party shall be construed as a waiver of any breach on the part of such other party, nor shall any waiver of any breach of any provision of this Agreement be construed as a waiver of any rights or remedies with respect to any subsequent breach of the same or any other provision of this Agreement.

27. Titles Not to Affect Interpretation. The titles of sections and subsections contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF BATAVIA

City Council President

BATAVIA REGIONAL
RECREATION CORPORATION

President

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this ____ day of _____ 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared EUGENE JANKOWSKI, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Council President of the CITY OF BATAVIA, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this ____ day of _____ 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN S. MAXWELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of the BATAVIA REGIONAL RECREATION CORPORATION, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SUBLEASE AGREEMENT

THIS AGREEMENT, dated as of _____, 2018 among the BATAVIA MUCKDOGS, INC., having an office at _____, Batavia, New York 14021 ("BM"), the BATAVIA REGIONAL RECREATION CORPORATION having an office at 1 Batavia City Centre, Batavia, New York 14020 ("BRRRC"), and the CITY OF BATAVIA, a municipal corporation having an office at One City Centre, Batavia, New York 14020 ("Batavia").

RECITALS

A. The City is the owner of certain real property with improvements thereon consisting of a baseball field and grandstand facilities which are known as Dwyer Stadium ("Premises" or "Facility"). BRRRC is a not-for-profit corporation with one of its purposes being to operate and manage the Dwyer Stadium facility.

B. The City and BRRRC have entered into a Lease Agreement of even date herewith pursuant to which the City has leased the Premises to BRRRC.

C. BM owns the Batavia Muckdogs minor league franchise and is a member of the New York-Pennsylvania Professional Baseball League, Inc. ("NY-Penn League"), with a current Player Development Contract with the Miami Marlins organization, allowing it to operate a minor league baseball team and is desirous of using the Facility to play its home baseball games.

D. Upon the terms and conditions set forth in this Agreement, BRRRC is desirous of subletting the Premises to BM so that the Batavia Muckdogs can use the Facility to play its home baseball games at the Facility.

E. Pursuant to the Lease Agreement, the subletting of the Premises by BRRRC to BM requires the consent and approval of the City and the City is willing to consent and approve the sublease subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged by the parties and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Subject to the terms and conditions set forth in this Agreement:

(a) BRRRC hereby agrees to sublease to BM and BM hereby agrees to sublease from BRRRC the Premises as more particularly described in the Lease Agreement; and

(b) The City hereby consents and approves the sublease by BRRRC and BM.

2. Pursuant to the sublease of the Premises by BRRRC to BM, the parties agree that:

(a) BM assumes any and all duties and obligations of BRRC as set forth in the Lease Agreement and this Agreement; and

(b) BM is entitled to all of the rights and privileges of BRRC as set forth in the Lease Agreement and this Agreement.

3. In addition to any and all other terms, conditions or provisions set forth herein, BM hereby indemnifies and holds the City and BRRC harmless pursuant to and in accordance with the indemnification provisions set forth in the Lease Agreement that are applicable to BRRC therein and hereby undertakes and assumes such indemnification obligations of BRRC.

4. BM covenants, warrants, represents and undertakes to keep its NY-Penn League (the "League") franchise in good standing during the Term of the Lease (including renewals) and comply with all terms and conditions of any Player Development Contract in effect from time to time.

5. The City, BRRC and BM further agree that the Lease Agreement is amended and modified as follows:

(a) Section 6(b)(1) of the Lease Agreement is amended to read as follows: "The Premises may continue to be used for amateur baseball games, all-star games and sectional games, when practicable, and with preference to be given to Batavia High School and Notre Dame of Batavia High School. The Premises may also be used for non-baseball events."

Section 6(b)(3) of the Lease Agreement is amended to read as follows: "The Premises shall not be used for Youth Football game".

(b) Section 6(c) of the Lease Agreement is amended to read as follows: "The requirement that BRRC must allow the use of the Facility to continue for non-for-profit organizations and High Schools does not eliminate the right of BRRC to negotiate and establish reasonable user fees for the use of the field and/or the lights for such events. User fees to be charged to third parties can include a provision for "bringing the field/stadium back to its pre-event condition."

(c) Section 8(a) of the Lease Agreement is amended to read as follows: "BRRC shall have the exclusive right and privilege of operating concessions during any events to be held at the Facility for the sale of any and all merchandise or food and drink, including but not limited to beer/beverage, for human consumption, except articles forbidden to be sold by law, together with the right to circulate around the patrons of the stadium to sell said wares, or to assign this concession privilege to contract to suitable persons or groups."

(d) Section 9 of the Lease Agreement is amended to read as follows: "BRRC shall have the right to retain any and all revenue of any kind and nature for the use and operation of the Facility, including but not limited to admissions, ticket sales, merchandising, promotions, advertising, user fees and other stadium fees."

(e) Section 13(a) of the Lease Agreement is amended to read as follows: "BRRC shall maintain and take care of the Premises and shall at the cost and expense of the BRRC, make all non-structural repairs, and at the end or other expiration of the term, shall deliver up the Premises in good order or condition, ordinary wear and tear excepted. The City will replace, when necessary, equipment which is obsolete or beyond its useful life. Such obligation will include, but not be limited to, the replacement of equipment related to concessions and grounds, as permitted by the Dwyer Stadium Capital Fund."

(f) Section 13(b) of the Lease is amended to read as follows: "The City shall, at its expense, make all necessary structural repairs (which structural repairs shall include, but not be limited to, field lighting systems and bulb replacement). The determination as to what constitutes a necessary structural repair shall be negotiated in good faith on an individual basis between the parties and shall be based in part on the parties' understanding that the Premises be maintained for purposes of playing professional baseball in accordance with Minor League Baseball standards." In the event structural repairs are estimated to cost more than \$10,000, BM shall in good faith assist the City in identifying and obtaining funding for said work (but shall not be responsible for such costs, which shall be the City's responsibility).

(g) Section 14 of the Lease is amended as follows: "The City shall have the right to inspect during business hours the books and records of BRRC to copy therefore, such information as the City may reasonably request.

6. The City, BRRC and BM further agree that the Lease Agreement is amended to include the following new clause:

Section 6(b)(4). The Facility may be used for events which BRRC arranges such as concerts, exhibitions, gatherings, etc. for both profit and non-profit groups on available dates.

7. (a) This Agreement may be terminated at any time by either or both of the City or BRRC upon the material breach or material default of the terms and conditions of this Agreement and/or the Lease Agreement by BM, which breach or default is not corrected or remedied within ten (10) days of written notice to BM. This Agreement may be terminated at any time by BM upon the material breach or material default of the terms and conditions of this Agreement and/or the Lease Agreement by BM to BRRC and the City, which breach or default is not corrected or remedied within ten (10) days of such written notice. Either the City or BM may terminate the lease following completion of the baseball season by providing the other party with sixty (60) days prior written notice. The party seeking termination shall be responsible for all obligations through the date of termination.

(b) This Agreement shall terminate or expire upon the expiration of the Lease Agreement.

8. BM shall provide BRRC and the City with an independent audit and financial statements at least annually or more frequently as reasonably requested by either of them regarding the financial performance of the baseball club operations and activities of the Facility.

9. Each party hereby consents to the jurisdiction of the Courts of the State of New York in any action or proceeding pursuant to this Agreement. The parties further agree that all matters with respect to the validity, construction or interpretation of this Agreement shall be governed by the law of the State of New York, without reference to any conflict of laws provision.

10. Each of the parties hereto hereby represents to each of the other parties that this Agreement has been duly authorized and executed and is a valid and binding obligation of such party enforceable against such party in accordance with its terms.

11. This Agreement may not be modified or amended except by the written agreement of each of the parties hereto.

12. The headings or titles of the sections of this Agreement are intended for ease of reference only and shall have no affect whatsoever on the construction or interpretation of any provision of this Agreement.

13. Failure of any of the parties, at any time to require performance of any provision of this Agreement shall not limit the rights of any of the parties to enforce such provision thereafter, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by each of the parties hereto.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. All notices, requests and other communications hereunder shall be in writing and shall be delivered personally or deposited in the U.S. Mails, postage prepaid, return receipt requested, for express or "next day" delivery, together with a contemporaneous telefax transmission to the address set forth above:

If to Batavia; Attention City Manager

If to BRRC; Attention President

If to BM; Attention President

or to such other address as may be furnished to the others by written notice in the manner provided in this Section. Any such notice, request, consent or other communication shall be deemed received at such time as it is personally delivered or actually received, as the case may be.

16. This Agreement may not be assigned without the consent of all of the parties hereto. Notwithstanding the preceding, the rights, benefits, privileges and responsibilities set forth in this Agreement and/or in the Lease Agreement may be assigned by BM and BRRC to a third party which is engaged by BM to provide management and operating services to BM and the Muckdogs, subject to the written consent of the City, which consent shall not be unreasonably withheld.

17. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

18. Capital Fund. In addition to the City's obligations set forth in Section 13 of the Lease Agreement, the City shall make an annual capital fund payment to a Dwyer stadium capital fund (the "Dwyer Stadium Capital Fund"), which funds shall be utilized as set forth herein. The annual capital fund payment in the first year of the lease will be \$25,000, thereafter in the second year of the lease the payment will be \$25,000, and in the third year of the lease the payment will be \$25,000 for capital enhancements and stadium improvements as reasonably approved by the City. Under no circumstances shall the payment of the annual capital fund obligation eliminate (and shall in be in addition to) the City's financial obligation to maintain and repair the Premises as provided in Section 13 of the Lease or pursuant to Sections 5(d), 5(h), 5(i) or Section 19 herein. BM shall on an annual basis submit a capital project plan and budget for the next (1) year for review and approval by the City. The City shall approve the capital project and spending prior to BM performing or undertaking any capital projects or improvements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

BATAVIA MUCKDOGS, INC.

By: _____
Ben Hayes, President

BATAVIA REGIONAL
RECREATION CORPORATION

By: _____
_____, President

CITY of BATAVIA

By: _____
Eugene Jankowski, Jr., Council

President

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this ____ day of _____ 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared BEN HAYES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of the BATAVIA MUCKDOGS, INC., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this ____ day of _____ 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of the BATAVIA REGIONAL RECREATION CORPORATION, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this ____ day of _____ 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared EUGENE JANKOWSKI, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Council President of the CITY OF BATAVIA, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public