



## **BATAVIA CITY COUNCIL CONFERENCE MEETING**

**City Hall - Council Board Room  
One Batavia City Centre  
Monday, November 26, 2018 at 7:00 PM**

### **REVISED - AGENDA**

- I. Call to Order
- II. Invocation – Councilperson Viele
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
- VII. Council President Report
  - a. Announcement of the combined Council Business and Conference meeting to be held on Monday, December 10, 2018 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
- VIII. Public Hearing
  - a. To Introduce a Local Law Amending the City Municipal Code of the City of Batavia Section 178-5; One-way Roadways
- IX. Appoint Members to Various City/Board
- X. Permission to Amend and Accept Special Legislative Grant for the Youth Bureau
- XI. Empire State Development Corporation Grant – Downtown Healthy Living Campus
- XII. Transferring Funds from Assigned Fund Balance to Various Reserve Funds
- XIII. Transferring Funds Assigned Fund Balance to Committed Fund Balance for Creek Park
- XIV. Dwyer Stadium Lease Extension with NY-Penn League
- XV. Lead Agency and SEQR Determination for Liberty Street Zoning Change
- XVI. Ordinance Amending Chapter 190 Entitled Zoning of Batavia Municipal Code
- XVII. Amended and Restated Water Supply Agreement with the County of Genesee
- XVIII. Extension of Amended and Restated Operation & Maintenance Agreement for Water Treatment Plant
- XIX. Extension of Amended and Restated Lease with the County for Water Treatment Facilities
- XX. Housing Discussion
- XXI. Adjournment

**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:**

<b>Name of Street</b>	<b>Location</b>	<b>Direction</b>
Center Street [Repealed 10-14-2003]		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Jackson Street [Repealed 10-14-2003]		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
<b>Thorpe Street</b>	<b>From Watson Street to Maple Street</b>	<b>South</b>

**#-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

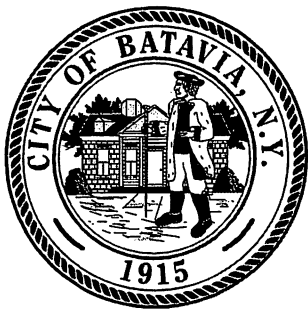
December 31, 2022

**Historic Preservation Commission**

Sharon Burkel

December 31, 2021

**Seconded by Councilperson  
and on roll call**



# City of Batavia

## *Memorandum*

To: Honorable City Council

From: Jocelyn Sikorski, Executive Director

Date: November 19, 2018

Subject: Permission to Amend & Accept Special Legislative Grant  
Permission to Amend Budget

### Permission to Amend & Accept NYSED Special Legislative Grant

**Source:** NYSED

**Amount:** \$10,000

**Purpose:** To fund youth development programs. This funding will assist with Teen City costs associated with startup the first year. The funding is awarded through Senator Ranzenhofer's office and includes afterschool and structured programs that provide youth with homework help, tutoring, skill building and structured and safe activities, also including recreation.

The following budget lines will need to be established within the 18-19 City Budget.

**Revenue:**

1.1.3820.1179 State Aid Youth Programs, Teen City Reno \$10,000.00

**Expense:**

1.7310.0423.1179 Youth Contract Services, Teen City \$10,000.00

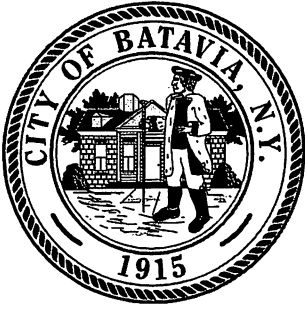
**Budget Impact:** All expenditures will be offset by revenue. There is no net city cost.

### Permission to Amend Budget

**Source:** YDP Funding

**Amount:** \$1,000





# City of Batavia

**Purpose:** The City Youth Bureau had the opportunity to request additional funds from the County Youth Bureau as the passing of the NYS Budget there was an add-on to YDP funding across the state. The Youth Bureau requested an additional \$1,000 for equipment and program supplies and materials.

The following budget lines will need to be increased by amending the 18-19 City Budget.

**Revenue:**

1.1.3820	State Aid Recreation Program	\$1,000.00
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**Expense:**

1.7310.0401	Supplies & Materials	\$570.00
1.7310.0439	Repair & Maintenance	\$430.00

**Budget Impact:** All expenditures will be offset by revenue. There is no net city cost.



## Your Local Youth Bureaus Working Together



Genesee County Youth Bureau  
2 Bank Street  
Batavia, NY 14020  
(585) 344-3960

Executive Director  
Jocelyn Sikorski

City of Batavia Youth Bureau  
12 MacArthur Dr.  
Batavia, NY 14020  
(585) 345-6420

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March 1, 2018

Senator Ranzenhofer  
8203 Main St., Suite 4  
Williamsville, NY 14221

Dear Senator Ranzenhofer,

As you are aware, Genesee County has two youth bureaus that serve the community through funding as well as providing direct services to children, youth and families. As the Director of both entities, I continuously look at ways to enhance and expand our efforts here in Genesee County.

Over the last year we have entered into a conversation with the United Way of Genesee County and Genesee County YMCA to expand afterschool services to the adolescents in the City of Batavia through a joint venture. **Teen City** will be an afterschool based program serving youth 9-15 years of age that will incorporate active play, educational space, health & wellness, foster community service, etc.

The partnership for this program will be between the Batavia Youth Bureau and YMCA. Our two entities will work together to provide the staffing, programs, and direct services that will fall under Teen City. The United Way is a vested community partner of this endeavor, as they are committed to providing financial support over a five-year period as well as a collective wealth of experience working with youth. With the combination of the United Way's support and this partnership, we will be able to expand the number of youth that we can serve daily in an afterschool program.

As a result we are looking to relocate the Batavia Youth Bureau and have narrowed it down to a specific site, St. Anthony's School, Liberty St., Batavia. This site is currently owned by City Church of Batavia. They are onboard to working with us and also provide great things to our community. There will be ways for us to join forces with the services and opportunities City Church provides currently in the facility for the youth we serve.

*Youth Make a Difference*

This site provides us with many things that we do not currently have, the biggest one – more space! We would have access to two classrooms, the cafeteria, commercial kitchen, and full gymnasium during program hours. The youth bureau would also maintain offices on the third floor. This location is ideal and in great shape for us, it just needs some modifications made specific to ADA, IT and security needs in order for us to complete our joint venture and relocate.

It would be of great assistance to receive additional support in the amount of \$125,000 through the Bullet Aid to assist with the necessary infrastructure adaptations to the site of our program. These funds would help us complete our project and enable us to open Teen City in the fall of 2018.

As you can see, there are many players in our community who want what is best for our young people and are determined to make that happen. Please feel free to contact me with any questions that you may have pertaining to this request. I look forward to hearing from you in the near future.

Sincerely,

Jocelyn Sikorski  
Executive Director

**#-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**

# MEMORANDUM

TO: **Martin Moore, City Manager**

FROM: **Edward Flynn, AICP, Director of Planning**

DATE: **November 20, 2018**

RE: **ESDC Grant Disbursement Agreement  
Healthy Living Campus**

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In July 2016 the City applied for grant funding from the Empire State Development Corporation's (ESDC) Strategic Planning track through the New York State Consolidated Funding application to support the preparation of a feasibility study for the Healthy Living Campus. The Healthy Living Campus feasibility study evaluated the concept of creating a comprehensive, multi-purpose health campus on a 10 acre site in the center of Downtown Batavia by the GLOW YMCA and United Memorial Hospital. The campus concept was originally envisioned in the Batavia Opportunity Area (BOA) plan completed by the City in 2014.

In December 2016 the City was notified it was awarded \$25,000 for the \$125,000 study. Components of the study, all of which have been completed to date, include:

- A Market Study to determine the project's feasibility in the Batavia area was completed. The market study was complemented by a community survey and meetings to gauge the public's interest in the project. Both demonstrated support for the project.
- Concept Plans have been developed for the project to determine the appropriate size, layout and uses for the project. The plans have also been used to market the project to potential campaign donors.
- Cost estimates have been developed for the project based on the preferred layout, size and uses proposed. Cost estimates have been used to secure multiple grants, loans and donations.
- A financial feasibility study has been completed identifying gaps in funding that will need to be covered by campaign donations.
- Marketing materials have been created and utilized to generate campaign donations.

The YMCA completed these tasks and paid for the services totaling \$125,000. Consequently, the YMCA is requesting reimbursement of the \$25,000 provided by the grant. The City therefore needs to execute the ESDC Grant Disbursement Agreement (GDA) to advance the reimbursement funds to the City which will then be transferred to the YMCA. The primary GDA needs to be signed by the Council President and the supporting attachments need to be signed by the City Manager.

Please see the attached description of the project. A copy of the final report components is available in the City Manager's office.

### 3. City of Batavia Health Campus Working Capital (AC079)

July 19, 2018

<b>Grantee:</b>	City of Batavia ("Batavia" or the "City")
<b>ESD Investment:</b>	A grant of up to \$25,000 to conduct a feasibility study for the development of a mixed-use, healthy living campus in Downtown
<b>Project Location:</b>	Area bounded by Main Street, Bank Street, Washington Avenue and Summit Street, Batavia, Genesee County
<b>Proposed Project:</b>	Feasibility study for the development of a mixed-use health campus in Downtown Batavia
<b>Project Type:</b>	Working Capital
<b>Regional Council:</b>	The project is consistent with the Finger Lakes Regional Plan to invest in community and infrastructure.

#### **Background:**

##### Industry – Municipality

Grantee History - The City of Batavia was established as the county seat of Genesee County in 1802, and incorporated as a city in 1915. Batavia is located approximately 33 miles west of Rochester and 42 miles east of Buffalo in western New York. The City is considered the birthplace of Western New York since it was the core from which the rest of western New York was opened for settlement and development.

Prior to construction of the Erie Canal, Batavia was a small city in the heart of an agricultural area and became known for the manufacturing of agricultural implements, and shoes. The City was also known for its manufacture of tools and die making center for other industries.

Ownership – The City is a municipality.

ESD Involvement – The United Memorial Medical Center ("UMMC" or the "Hospital") needs additional space to provide Class A medical office space for area health practitioners. UMMC's main campus is fully built out, and requires additional space to facilitate the Hospital's expansion needs and support the creation of an estimated 50 jobs. Similarly, the Genesee Area YMCA (the "YMCA") has an out-of-date building with no room for expansion. Each entity is a not-for-profit and cannot provide the full \$125,000 funding to carry out a study that would explore the possibility of constructing a united campus for the UMMC and YMCA.

## City of Batavia Health Campus Working Capital (AC079)

July 19, 2018

In order to lower costs and make undertaking the study feasible, the City applied under Round 6 of the Finger Lakes Regional Economic Development Council's Consolidated Funding Application. In July 2017, ESD made the City an offer of assistance from the Urban and Community Development Program for \$25,000 to carry out the feasibility study. The City accepted the offer in August 2017. ESD funding is integral to the creation of the plan for the new center.

Past ESD Support - Funding for the past five years to the Grantee, totaling \$500,000 is summarized in the following chart:

Program	Project #	Amount	Date Start (ESD Directors' Approval date)	Date End (Project Completion: Contract Expiration)	Purpose
Restore NY Communities Initiative	AB751	\$500,000	November 16, 2017	December 31, 2023	Capital Grant – Redevelopment of a former factory and adjacent properties

### The Project:

#### Completion – June 2018

Activity – The YMCA and UMMC in Batavia have developed a partnership with community stakeholders including Genesee County, the City of Batavia, and the Genesee-Orleans Regional Arts Council to evaluate the feasibility of a comprehensive, multi-purpose health campus on a 10-acre site in the center of Downtown Batavia. The site is bounded by Main Street, Bank Street, Summit Street and Washington Avenue.

The proposed healthy living campus will have a transformative impact on the revitalization of Downtown Batavia and provides an opportunity to create a downtown anchor that will improve the health of the community and, at the same time, promote economic development and Downtown Revitalization. A joint facility allows both entities to share services to enhance their common mission to improve the health of the community which may encourage additional employment. The medical portion of the building could attract up to five businesses with up to 50 employees. The YMCA portion could generate 105 additional employees.

The proposed project is located within the Batavia Opportunity Area ("BOA") boundary. The 2014 BOA Plan evaluated underutilized sites in a 360-acre area that included Downtown Batavia. One of the five strategic sites selected for development was the 10-

**City of Batavia Health Campus Working Capital (AC079)**

July 19, 2018

acre site for this project. The purpose of the study is to understand the market, develop concept plans, prepare initial cost estimates for development, analyze the financial feasibility of the project and to generate marketing materials to promote the project. Information from the report will be used to support grant applications, provide information to potential investors and outline the community benefits. A team of consultants with experience in architecture and market research will be engaged to complete the study. Y-USA would participate in the study with the team to lend its expertise in YMCA facility planning, financing, marketing and donor support.

**Results** - The project will include the creation of a plan that will be the framework for development of an 80,000-100,000-square-foot facility that will create an estimated 115 jobs and retain 825 jobs. The City hopes that the project will attract spinoff development for vacant downtown spaces while enhancing the economic sustainability of the hospital and YMCA.

Upon completion of the project, the Grantee will furnish a final report describing the impact and effectiveness of the project.

Financing Uses	Amount	Financing Sources	Amount	Percent
Consultant Services	\$125,000	ESD Grant	\$25,000	20%
		Grantee Equity	100,000	80%
Total Project Costs	\$125,000	Total Project Financing	\$125,000	100%

**Grantee Contact** - Lisa Neary, Deputy Director of Finance  
One Batavia City Centre  
Batavia, NY 14020  
Phone: (585) 345-6313  
E-mail: lneary@batavianewyork.com

<b>Project Team</b> -	Origination	Gregory Parker
	Project Management	Saul Maneiro
	Contractor & Supplier Diversity	Geraldine Ford
	Environmental	Soo Kang

**Financial Terms and Conditions:**

1. The Grantee will be obligated to advise ESD of any materially adverse changes in its financial condition prior to disbursement.
2. The Grantee will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Grantee's written acceptance of ESD's offer. Equity is defined as cash injected into the project by the Grantee or by



**City of Batavia Health Campus Working Capital (AC079)**

July 19, 2018

investors, and should be auditable through Grantee financial statements or Grantee accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

3. Up to \$25,000 will be disbursed to Grantee in a lump sum upon, documentation of working capital project costs totaling \$125,000, and upon completion of the project substantially as described in these materials, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after December 8, 2016, to be considered eligible project costs. All disbursements must be requested by April 1, 2019.
4. ESD may reallocate the project funds to another form of assistance, at an amount no greater than \$25,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the Grantee and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by ESD's CEO.

**Non-Discrimination and Contractor & Supplier Diversity:**

Pursuant to New York State Executive Law Article 15-A, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned businesses (MWBs) in the performance of ESD projects. For purposes of this project, however, goals will not be established due to the unavailability of certified MWBs for performance of this Contract.

**Statutory Basis – Urban and Community Development Program:**

The funding is authorized under Section 5(4) of the New York State Urban Development Corporation Act (the "Act") and satisfies the eligibility criteria for a planning grant as set forth in the Act and the rules and regulations for the Urban and Community Development Program. No residential relocation is required as there are no families or individuals residing on the site.

## EXHIBIT B: Report

### City of Batavia Health Campus Working Capital, Project AC079

All projects must submit a Final Report. This Final Report, which outlines the project's goals, implementation, results and challenges, is subject to review and comment by ESD. The last disbursement of Grant funds, pursuant to Exhibit F of this Agreement, will not be made until the Final Report is approved by ESD.

If applicable, the draft final work product must be submitted for ESD review per Exhibit A. The work product does not take the place of the Final Report.

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Date of report: 09/28/2018

Type of report: Final

Amount of Grant: \$25,000

Total Program Cost: \$ 125,000

Project start date: 06/01/17

Project completion date: 06/30/18

Attach additional pages to answer the following questions:

- I. Describe the goals of the project.
- II. Describe the steps implemented to achieve those goals (to date).
- III. Describe specific results of the Project (to date).
- IV. Evaluate the Project's overall effectiveness (to date).
- V. Describe any challenges or unexpected events that arose in implementing the Project.
- VI. We would appreciate feedback regarding this ESD program. Please comment on any interactions you had with ESD before applying for funds, on the application and project approval process, on the payment reimbursement process, or on any other interactions with ESD related to the project. You may submit the answer with your report or under separate cover to:

Grace Padmore  
ESD  
Loans & Grants Department Administrator  
633 Third Avenue  
New York, NY 10017

**FINAL REPORT**  
**City of Batavia Healthy Living Campus, Project AC079**

Goals of the Project

The Genesee Area YMCA and United Memorial Medical Center (UMMC) in Batavia, New York developed a partnership with community leaders including Genesee County, the City of Batavia, and GO Art! to evaluate the feasibility of a comprehensive, multi-purpose health campus on a 10 acre site in the center of Downtown Batavia. The proposed healthy living campus will have a transformative impact on the revitalization of Downtown Batavia and provides an opportunity to create a downtown anchor that will improve the health of the community and, at the same time, promote economic development and Downtown Revitalization.

The purpose of study was to understand the market for the project, develop concept plans, prepare initial cost estimates, analyze the financial feasibility of the project and generate marketing materials to promote the project. Information from the report will be used to support grant applications, provide information to potential investors and outline the community benefits. A team of consultants with experience in architecture and market research were engaged to complete the study. Y-USA participated in the study with the team to lend its expertise in YMCA facility planning, financing, marketing and donor support.

Expected benefits and outcomes of the project include development of a Downtown Healthy Living Campus, creation of up to 115 jobs and retention of 825 jobs. Development is expected to attract spin off development for vacant downtown spaces and the economic sustainability of the hospital and YMCA will be enhanced.

Steps Implemented to Achieve Goals

To date the following steps have been implemented to achieve the project goals:

- A Market Study to determine the project's feasibility in the Batavia area was completed. The market study was complemented by a community survey and meetings to gauge the public's interest in the project. Both demonstrated support for the project.
- Concept Plans have been developed for the project to determine the appropriate size, layout and uses for the project. The plans have also been used to market the project to potential campaign donors.
- Cost estimates have been developed for the project based on the preferred layout, size and uses proposed. Cost estimates have been used to secure multiple grants, loans and donations.
- A financial feasibility study has been completed identifying gaps in funding that will need to be covered by campaign donations.
- Marketing materials have been created and utilized to generate campaign donations.

The YMCA also submitted the project to the City of Batavia Downtown Revitalization Initiative (DRI) program.



Rendering developed for the project

#### Results of the Project & Overall effectiveness

The ESDC Strategic Feasibility funding enabled the City, hospital and YMCA to understand the feasibility of building a Downtown Healthy Living Campus including:

- Total Costs
- Funding gaps
- Sizes
- Uses
- Tenants
- Building design and site layout including complementing adjacent downtown buildings and sites
- Funding campaign and donor feasibility analyses

The overall effectiveness of the project was dramatic. As a result of the feasibility analyses the YMCA and hospital have agreed to move forward with the project. Recently the project was awarded \$4.125 million in DRI funding which was a huge boost to advance the \$22 million project. Construction is expected to begin in the Fall of 2019.

#### Challenges, Unexpected events

The project fortunately did not experience any unexpected challenges or events.

### Experience the ESD Program

The City had a good experience with the program and has no major comments about the program. The only minor change suggested is, that with the exception of this Final Report, the GDA materials could be signed at the initiation of the project.

**#-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

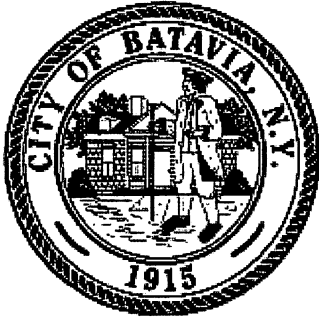
**WHEREAS**, the project results have been used by the YMCA to evaluate the feasibility of the Healthy Living Campus which has resulted in a Downtown Revitalization Initiative award; and

**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**



## City of Batavia

TO: Martin D. Moore, Ph.D., City Manager

FROM: Lisa Neary, Deputy Director of Finance

DATE: November 21, 2018

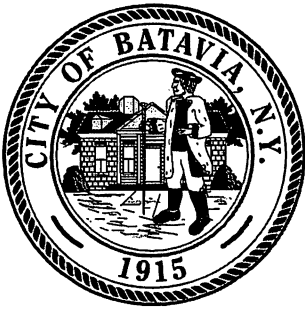
RE: FY 2017/2018 Reserve Funding

On August 23, 2018, the City's Audit Committee, consisting of Marc Staley, Nicholas Harris, David Leone, Bob Bialkowski, Al McGinnis and attended by Laura Landers of Freed Maxick, Matt Worth, Interim City Manager and Lisa Neary, Deputy Director of Finance, met to review the City of Batavia's draft financial statements. In doing so, that committee came forward with a recommendation for the allocation of unassigned fund balance to committed and restricted fund balances. Their letter to City of Batavia Council is attached to this memo.

As recommended by that committee, please see attached two draft resolutions in support of funding the City's restricted reserves and committed fund balance in the amount of \$600,000. Funding reserves now for future liabilities, equipment, infrastructure and facility improvements has been, and will continue to be, critical in avoiding larger tax burdens in future years. Planning for these improvements/liabilities is a major priority in the City's work plan. Updating capital improvement plans and identifying revenue streams to fund these plans are essential to maintaining a safe financial position for the City. The City's ability to plan and manage large capital expenditures without negatively impacting the City's financial position or tax rate is essential to our future financial stability.

The recommended appropriations for reserve and committed fund balance funding is consistent with the City's adopted Capital Plans and Financial Policies, including the City's fund balance policy.

Please let me know if you have any questions.



# City of Batavia

August 29, 2018

To the Honorable City Council,

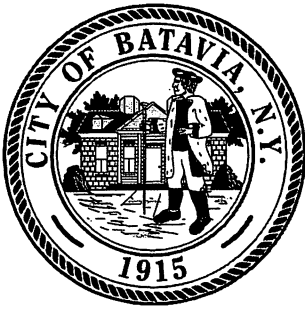
The City of Batavia Audit Advisory Committee met on Thursday August 23, 2018 to review the City's 2017/2018 audited financial statements. Along with the five members of the Committee, attendees included Interim City Manager Matthew Worth, Lisa Neary who is the City of Batavia Deputy Director of Finance, and Certified Public Accountant Laura Landers, partner with Freed Maxick.

Ms. Landers kicked off the meeting by reviewing the 2017/2018 financial statements with all of us and presenting the Management's Discussion and Analysis (MDA) portion of the financial statement. Mr. Worth followed by presenting several highlights from the Fiscal Year Ending March 31, 2018. Mr. Worth then provided the committee with recommendations for the allocation of \$600,000 of the current unassigned fund balance to designated restricted reserve fund balances.

The Audit Advisory Committee raised a number of questions and received direct and thorough answers from Ms. Landers, Mr. Worth and Ms. Neary. Topics of in-depth and lively discussion included (in no specific order);

- 1) Discussion of the Enterprise Funds (Water & Sewer) and future projects and spending for the upkeep and maintenance of the water distribution systems.
- 2) Interest rate projections and the resulting strategies involving "pay now" or "finance"
- 3) An examination of the current reserve fund balances, and the necessity and appropriateness of these balances.
- 4) Tax impact on Batavia residents, including changes with sources of revenues to include sales tax and property taxes.
- 5) The self-insured health insurance plans that the city provides to its employees, and ways in which the city has realized savings.
- 6) Factors impacting sales tax revenues, including the gas tax collection both current and projected, as well as other factors contributing to the increase in sales tax revenues. This included discussion on the extension of sales tax agreement with the county.
- 7) The continued practice to identify and build reserves within specific reserve fund accounts for future anticipated projects, improvements and equipment replacement.
- 8) The new GASB statement 75 – Reporting for Postemployment benefits other than pensions and the accounting impact this will have with the financial reporting.





# City of Batavia

The Audit Advisory Committee remains very satisfied with the current financial status of the City of Batavia. We applaud the leadership, and members of City Council for their proactive approach and responsible budgeting, particularly when it comes to building reserve balances to address the future needs of our community, and their desire to plan for and implement a 'level debt' strategy going forward. The Audit Advisory Committee asserts that the 2017/2018 financial statements for the City of Batavia appear accurate and tell a very positive story about the direction of the City. In addition, The Audit Advisory Committee also brings unanimous consensus that the Interim City Manager's recommendations for the funding of reserves from unassigned fund balance appear appropriate and reasonable.

Our City is in a much better financial position than it was in the past. We are also in a much stronger financial position than many other similar sized Cities, primarily due to our focus and ability to fund reserves for identified long term projects. As interest rates begin to rise proper planning and management of fund balances will become a more paramount issue to avoid higher borrowing costs, and potential unnecessary tax increases.

We would like to thank City Council for their continued support of paneling an Audit Advisory Committee. Financial transparency and engaging the public remain critical pillars to effective governing and creating community 'buy-in'. We are honored to serve our City in this capacity. We would also like to thank Mr. Worth and his staff for providing us with all appropriate information, both presented and requested, and for the clear and detailed responses to our questions that arose during the meeting.

Sincerely,

*Audit Advisory Committee*

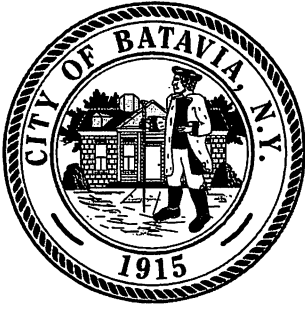
Marc Staley

Nicholas Harris

David Leone

Bob Bialkowski

Al McGinnis



# City of Batavia

## *Memorandum*

To: Audit Advisory Committee

From: Matt Worth, Interim City Manager

Date: August 22, 2018  
Rev. September 6, 2018 removed draft status/add parking lot reserve

Subject: FY 2017/2018 Draft Financial Statements

Below is a recommendation for the allocation of unassigned fund balance to committed and restricted reserve fund balances. In total the amount recommended for allocation is \$600,000. This is based on the increase in unassigned fund balance at year end, the amount of existing balance in each reserve account and the planned or expected expenditures related to each reserve fund based on capital plans.

### **General Fund Reserve Funds**

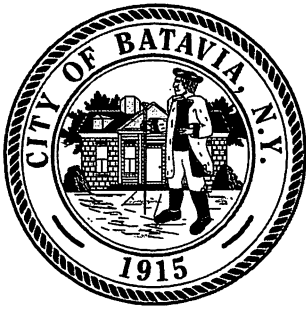
*DPW Equipment Reserve (\$150,000)* – Since the development of the Equipment Replacement Plan (ERP) in 2011, the City has replaced over 20 pieces of public works equipment, valued at over \$3 million. While the City has made significant strides in improving the fleet, some of the fleet remains in poor shape, very old and is fully depreciated. Over the past five years the City has been able to replace a significant amount of equipment by utilizing reserve funds to absorb the majority of the cost and not negatively impact the tax rate. The ERP outlines replacing one loader and single axle dump truck with plow to be replaced over the next three years. With several additional light and medium duty pieces of equipment, it is expected that the City will replace over \$400,000 of public works equipment by 2021. The average age of this equipment today is 23 years old. Continuing to replenish reserve funds will allow the City to make these needed investments on a regular basis.

*Sidewalk Reserve (\$25,000)* – The City Council has continued to support the improvement of sidewalks throughout the City. Currently there is approximately 59,000 linear feet, or 15% of sidewalk that needs to be replaced within the City limits and is estimated to cost approximately \$2.35 million. Continuing to provide reserve funding for sidewalk replacement is critical for neighborhood revitalization efforts,

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**Office of the City Manager  
One Batavia City Centre  
Batavia, New York 14020**

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# City of Batavia

as well as, maintaining safe pedestrian travel routes. Below is a chart showing the next two years of planned sidewalk projects.

Year	Total Project Cost	Federal Aid	City Match	Project Length
2018	\$961,000	\$720,750	\$240,250	12,300 LF
2019	\$1,158,000	\$868,500	\$289,500	12,000 LF

In 2018 the City will be replacing sidewalk along Tracy Ave., Liberty St. and Washington Ave. In 2019 the City will be replacing sidewalk along State St., Washington Ave., Bank St. and Richmond Ave. The majority of the funding is provided from federal grants however both require a local cash match to complete. Continued contribution to the sidewalk reserve will ensure enough reserve is available to fund future sidewalk work consistent with the City's strategic plan and complete streets initiative.

*Administrative Services Equipment and Software Reserve (\$75,000)* – In March 2015 the City Council created the Administrative Service Equipment and Software Reserve to assist with upgrading and meeting the City's information technology and records management needs. This includes replacing antiquated software utilized by the City, some more than 30 years old and operating on a DOS platform. Currently the City is working with a consultant to assist the City with selecting the best software for replacing the existing system. It is expected that next year the City will be looking to upgrade all financial software including tax collection, utility billing, payroll, accounts payable, accounts receivable and general ledger in addition to code enforcement, planning and assessment software. Considering these upgrades are similar to capital purchases, utilizing reserve funds will allow these improvements to take place without impacting the City's operating budget. It is expected however, that the software upgrades will be paid for with a combination of reserve funds and general obligation bonds.

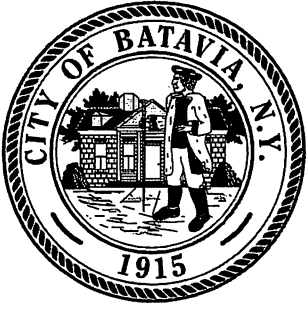
*Police Equipment Reserve (\$5,000)* – The Police Department typically replaces two patrol vehicles annually utilizing \$10,000 of reserves. Continued funding of this reserve allows for the consistent investment in reliable patrol vehicles while giving stability to the tax rate.

*Fire Equipment Reserve (\$40,000)* – The Fire Department is developing an equipment replacement plan. Front line fire apparatus can cost between \$400,000 - \$1,000,000 in addition to smaller utility vehicles.

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# City of Batavia

Individual purchases of a single fire engine can significantly impact the tax rate if a stable reserve is not available. Augmenting the current \$15,000 budgeted reserve contribution will allow for financial stability in the future.

*Dwyer Stadium Reserve (\$10,000)* – Dwyer Stadium is over 20 years old and the facility needs to have investments made to continue as a facility that is capable of hosting baseball at a professional level. As part of the Facility Capital Plan investments still need to be made, in particular with the replacement of the existing seating. Over \$180,000 is expected to be invested into the facility during the next three years.

*Facility Reserve (\$50,000)* – Investment in facilities may be the most pressing need in the City. Specific plans for the Bureau of Maintenance and Fire Department include work in excess of \$1,000,000. In addition, the City will be moving forward with a new Police Facility with an expected cost of \$6-\$10 million which will likely be a mix of reserves and municipal bonding.

*Compensated Absences Reserve (\$80,000)* – This reserve is utilized to fund unused benefits at the time of retirement of employees. Projections for the year are that this could be close to \$100,000 with the likely retirements that have been identified.

*Workers Compensation Reserve (\$50,000)* – The City is self-funded for workers compensation claims. As such, it is critical that a well-established reserve account is maintained. While the City attempts to proactively manage safety for its employees, there is always the potential for a large claim. Continuing to fund this reserve with a balance capable of absorbing a large claim, is an important protection for the City.

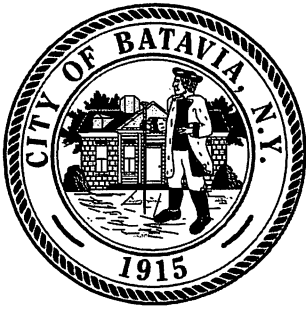
*Retirement (\$75,000)* – Employee retirement costs are a considerable cost associated with our employees. Swings in retirement costs can significantly impact the City's budget on a year to year basis. In addition, the City has a long-term commitment connected to a service injury which may require utilization out of this reserve.

*Parking Lot Reserve (\$25,000)* – The City owns and maintains 15 parking lots throughout the City. This reserve currently only has \$3,600 in it. Increasing this reserve will allow for a more stable tax rate in years where large parking lots are paved.

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# City of Batavia

## **Committed Fund Balance**

Creek Park Development (\$15,000) – The City had appropriated \$15,000 towards environmental work at the creek park site located on Evans St in FY 17/18. 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 those projects were underway. It is recommended that \$15,000 be assigned to the committed fund balance for utilization of environmental work at the creek park site once this project is closer to development. This work will likely be coordinated with the Batavia Development Corporation (BDC).

## **Recommendation**

Funding reserves now for future liabilities, equipment, infrastructure and facility improvements has been, and will continue to be, critical in avoiding larger tax burdens in future years. Planning for these improvements/liabilities is a major priority in the City's work plan. Updating capital improvement plans and identifying revenue streams to fund these plans are essential to maintaining a safe financial position for the City.

The recommended appropriations for reserve and committed fund balance funding is consistent with the City's adopted Capital Plans and Financial Policies, including the City's fund balance policy.

It should be noted that while the City has been diligently building reserve funds over the past several years, the City's capital planning outlines multiple capital expenditures over the next 2-5 years, such as public works equipment, sidewalk replacements and multiple facility improvements. As result, it is expected that the City's reserve fund balances will decrease following these expenditures. This is expected as part of the City's financial planning and demonstrates the City's ability to plan and manage large capital expenditures without negatively impacting the City's financial position or tax rate.

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**#-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**

**#-2018**

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

**Motion of Councilperson**

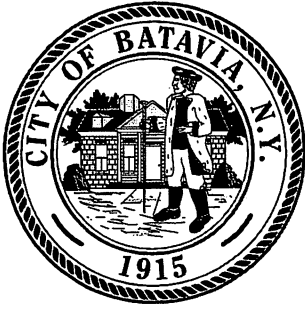
**WHEREAS**, the City of Batavia, for the fiscal year ending March 31, 2018, has assigned General Fund balance for funding various reserves; and

**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**



# City of Batavia

## *Memorandum*

To: Martin Moore, City Manager

From: Matt Worth, Director of Public Works

Date: November 19, 2018

Subject: Dwyer Stadium Lease Extension with NY-Penn League

The NY– Penn League, which owns Batavia Muckdogs, Inc., has requested a new lease for the utilization of Dwyer Stadium for up to an additional three years. The League has made several investments into the facility, including field improvements and carpeting in the club houses, during the past year. City investments into the lighting system and roofs, and planned limited seating replacements yet to be completed, will help to maintain the facility in a professional manner.

The proposed lease is consistent with the most recent lease and calls for a \$25,000 capital investment into the facility annually. This investment is consistent with planned improvements and can be supported through current Dwyer Stadium reserves for the duration of the lease agreement.

### Supporting Documentation

Lease Agreement  
Sub-Lease Agreement  
Draft Resolution



**#-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.

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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 ("BRRC"), 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"). BRRC is a not-for-profit corporation with one of its purposes being to operate and manage the Dwyer Stadium facility.

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

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, BRRC 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 BRRC 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) BRRC hereby agrees to sublease to BM and BM hereby agrees to sublease from BRRC the Premises as more particularly described in the Lease Agreement; and

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

2. Pursuant to the sublease of the Premises by BRRC 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."

(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 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 three (3) years 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.

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Notary Public

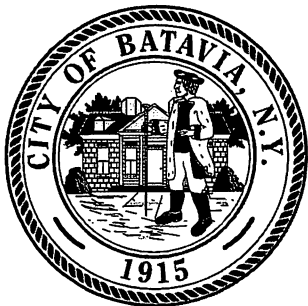
STATE OF NEW YORK     )  
                                      :SS.:  
COUNTY OF GENESEE    )

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.

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Notary Public





# City of Batavia

## *Memorandum*

To: Martin Moore, City Manager

From: Matt Worth, Director of Public Works

Date: November 20, 2018

Subject: SEQR Designation for Zoning Change

The City Council needs be established as the lead agency in the State Environmental Quality Review Act (SEQR) determination for the proposed zoning change in the Liberty Street from R-3 to C-3 area, specific to the City Church / St Anthony School area. A review by staff has not found moderate or large impact and recommends a negative declaration as this action will not result in any significant adverse environmental impact. A SEQR resolution to establish the City as lead agency and make a negative determination is attached.

Supporting Documentation  
Environmental Assessment Form  
Draft Resolution

#-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**

617.20  
Appendix B  
Short Environmental Assessment Form

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
CITY CHURCH, INC.			
Name of Action or Project: CENTRAL AVE. / LIBERTY ST. REZONE			
Project Location (describe, and attach a location map): 42 CENTRAL AVE, 110, 112-116, 118-120, 122-124 LIBERTY ST.			
Brief Description of Proposed Action: REZONE REQUEST FROM R-3 TO C-3			
Name of Applicant or Sponsor: CITY CHURCH, INC.		Telephone: (585) 409-1514	
		E-Mail: ONECITY@AOL.COM	
Address: 210 EAST MAIN ST.			
City/PO: BATAVIA		State: N.Y.	Zip Code: 14020
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO X YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO X YES
3.a. Total acreage of the site of the proposed action? <u>2</u> <u>1.34</u> acres			
b. Total acreage to be physically disturbed? <u>0</u> acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>2</u> <u>1.34</u> acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO X	YES	N/A
b. Consistent with the adopted comprehensive plan?		X	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO	YES X
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES X
b. Are public transportation service(s) available at or near the site of the proposed action?			X
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?			X
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____		NO	YES X
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		NO	YES X
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____		NO	YES X
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?		NO	YES X
b. Is the proposed action located in an archeological sensitive area?		X	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES X
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		X	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO	YES X
16. Is the project site located in the 100 year flood plain?		NO	YES X
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES		NO	YES X
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO X	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO X	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO X	YES

**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE** CITY CHURCH, INC.

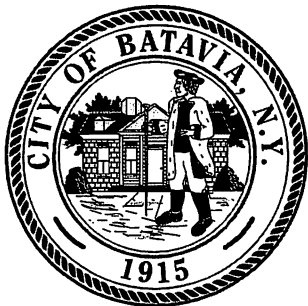
Applicant/sponsor name: PASTOR MARTIN MACDONALD Date: 7/16/19

Signature: [Signature]

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	X	
2. Will the proposed action result in a change in the use or intensity of use of land?	X	
3. Will the proposed action impair the character or quality of the existing community?	X	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	X	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	X	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	X	
7. Will the proposed action impact existing:		
a. public / private water supplies?	X	
b. public / private wastewater treatment utilities?	X	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	X	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	X	





# City of Batavia

## *Memorandum*

To: Martin Moore, City Manager

From: Matt Worth, Director of Public Works

Date: November 20, 2018

Subject: Zoning Change Ordinance for Liberty St area from R-3 to C-3

The City Council has reviewed the proposed zoning change on Liberty St which has also been reviewed by the City Planning and Development Committee as well as the County Planning Department. A subsequent public hearing was held to receive input from the public in regard to this proposed zoning ordinance change, as well as completion of the SEQR process.

A final Ordinance has been drafted for Councils consideration to adopt this ordinance change amending the Official City Zoning Map.

### Supporting Documentation

Draft Ordinance

Draft Resolution

**#-2018**

**A RESOLUTION TO INTRODUCE 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 publish or cause to be published a public notice in the official newspaper of the City of said public hearing at least five days prior thereto.

**Seconded by Councilperson  
and roll call**



## **ORDINANCE #-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

- 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  $270^{\circ}$ , 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

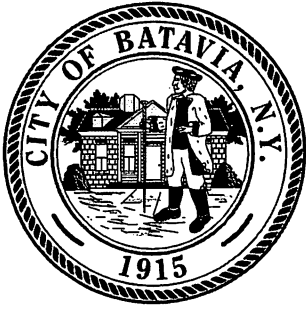
angle of 90°, a distance of 98 feet to a point in the street line of Central Avenue to the point of beginning, said final course forming an interior angle of 62° 56' 35" with the southerly line of Central Avenue.

**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

Subject: Water Agreements with Genesee County

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:

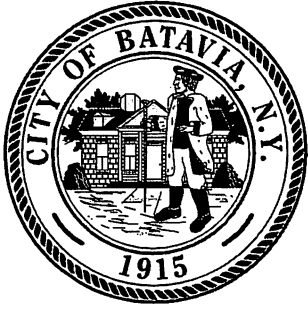
Water Supply Agreement

Operation and Maintenance Agreement

Facilities Lease Agreement

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



# City of Batavia

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

**#-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**

**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 Producer Price Index.

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.

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

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 is 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 \_\_\_\_\_

**#-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**

**AMENDED AND RESTATED  
COUNTY OF GENESEE AND CITY OF BATAVIA  
OPERATION AND MAINTENANCE AGREEMENT**

**THIS AMENDED AND RESTATED AGREEMENT** (hereinafter “current Agreement”) made the \_\_\_\_\_ day \_\_\_\_\_, 2018, by and between the County of Genesee, a municipal corporation of the State of New York, with offices located at the Old Courthouse, 7 Main Street, Batavia, New York, 14020 (hereinafter “County”), and the City of Batavia, a municipal corporation of the State of New York with offices located at One Batavia City Centre, Batavia, New York 14020 (hereinafter “City”).

**WITNESSETH:**

**WHEREAS**, the County and City agree that it is desirable to continue to use the current City Water Treatment Plant for as long as it is economically viable, and

**WHEREAS**, the parties intend to execute simultaneously herewith an Amended and Restated Agreement whereby the City will lease its Water Supply and Treatment Facilities to the County, and

**WHEREAS**, the City has special expertise, professional skills and experience in the management, operation and repair of the water supply and treatment system, and

**WHEREAS**, the City desires to continue to provide such services to the County, subject to the terms and conditions contained herein, and

**WHEREAS**, the parties previously executed a “Water Supply Operation & Maintenance Agreement”, dated April 10, 2001 (hereinafter “2001 O&M Agreement”), and

**WHEREAS**, the parties further entered into an “Amendment to City of Batavia and County of Genesee Water Supply Operation & Maintenance Agreement Dated April 10, 2001”, which was dated December 31, 2007 (hereinafter “2007 Amended O&M Agreement”), and

**WHEREAS**, the parties further entered into a “Second Amendment to City of Batavia and County of Genesee Water Supply Operation & Maintenance Agreement Dated April 10, 2001”, which was dated June 19, 2017 (hereinafter “2017 Second Amended O&M Agreement”), and

**WHEREAS**, these three prior Agreements need to be further amended and restated as set forth herein.

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

## **1. DEFINITIONS**

“Administrative” refers to that part of the City’s operation other than that directly involved with operation, maintenance, and repair of the Facilities.

“Costs of Operation” means all costs directly related to operation, maintenance, and repair of the “Facilities” including personnel, utilities, supplies, chemicals, contract services and reasonable and applicable Administrative costs of general City government.

“Direct Customers” means water customers directly served and billed by the City including those in the Town of Batavia whose water does not pass through one of the master meters.

“Distribution System” means all piping and appurtenances after the master meter(s) at the water treatment plant utilized to serve all customers who are directly billed by the City and prior to any master meters measuring water supplies to the Town of Batavia and/or any other political jurisdiction. (The term “Transmission/Distribution System” also means “Distribution System.”)

“Facilities” means the water supply and treatment facilities including: all production and monitoring wells, (developed and undeveloped), and pumping equipment on property adjacent to Cedar Street; transmission lines from these wells to the Water Treatment Plant; water intake structure, equipment and piping for the withdrawal of water from Tonawanda Creek; water treatment plant on Lehigh Avenue, including clearwell, elevated water storage tank #2 (VA Tank); discharge piping from the plant, through a proposed master meter to the City’s Distribution System.

“Maintenance” means those routine and/or repetitive activities, including preventative in nature, required or recommended by the equipment or facility manufacturer, City professional staff, applicable laws, or industry standards to maximize the service life of the Facilities or components thereof.

“Operators” means the full time City employees who only work directly at the Water Treatment Plant and operate the plant. For part-time or shared personnel, their associated costs shall be prorated appropriately.



“Personnel Costs” includes all salary, benefits, training, certification and costs related to contractual agreements for the Operators, applicable portions of other Department of Public Works personnel when they perform work associated with the Facilities, and Administrative personnel.

“Repairs” means those non-routine activities required for operational continuity, safety and performance, generally due to failure or to avert a failure of any component of the Facilities.

“System” means the entire water supply and distribution system both within and without the City of Batavia, including the Facilities, the Distribution System, and all connected meters, and any piping, tanks, pumps, meters, and appurtenances that currently exist or may be added outside of the City, but receiving water from the Water Treatment Plant.

“Plant” means the portion of the Facilities located on Lehigh Avenue in the City, which receives raw water from the wells on Cedar Street and the Tonawanda Creek and processes it to drinking water standards as well as softening it.

## 2. GENERAL

2.1 This Agreement is for operation and maintenance of the Facilities by the City. Related provisions involving the terms and conditions for leasing the Facilities to the County, and for the supply of water to water users in the City of Batavia, shall be set forth in the additional Amended and Restated Lease Agreements and Water Supply Agreement to be entered into by the parties simultaneously herewith.

2.2 This Agreement shall be binding upon the successors and assigns of each party, but neither party may assign this Agreement without prior written consent of the other party, except that the County can assign this Agreement in whole or in part without such approval to a subsequently formed Genesee County Water District. Consent shall not be unreasonably withheld.

2.3 All notices shall be in writing and transmitted to the addresses stated above.

2.4 This Agreement is the entire operating contract between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms “County” and “City” shall include respective officer, agents, directors, elected or appointed officials, and employees.

2.5 If any non-material term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

2.6 For the purposed of this Agreement, all days shall be counted including Saturdays and Sundays, and legal holidays, provided however that if the final day of any period shall fall on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.

2.7 It is understood that insofar as operation and maintenance of the "Plant" is concerned, the relationship of the City to County is that of independent contractor.

2.8 The City shall have the sole operational and repair authority of the "Facilities" within the scope set out herein as long as all requirements and standards of water production as well as the terms of this current Agreement are satisfied.

2.9 The City shall have the right to sell bulk water to customers at the "Plant" and withdraw such water prior to the master meter. Such transactions shall be handled in the same manner as water supplied within the City and subject to rates established by the City. Records shall be kept of the volumes sold, and payment to the County shall be made at the same rate as that passing through the master meter.

2.10 The cost of wastewater discharges from the "Plant", including domestic and process wastewater, shall be included in the operational expenses to be paid by the County as provided in Section 6 herein.

2.11 The division of this Agreement into articles, paragraphs, and subparagraphs and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

2.12 The City and County shall designate their respective contact persons for purposes of day-to-day interpretation, communications, coordination, and administration of this Agreement. Initially, the representatives shall be the City Director of Public Works and the County Superintendent of Highways. Any change in these designations shall be immediately communicated to the other party. These representatives may designate other personnel within their respective organization to contact for specific reasons.

2.13 For all disputes or matter requiring interpretation, an attempt will be made by the designated representatives (Section 2.12 above) to first resolve all such issues. If they are

unable to resolve the issue, it shall be submitted to a committee consisting of two City Council members and two County Legislators, chosen by the President of the City Council and Chair of the County Legislature, respectively, who shall resolve the dispute after receiving input from administrative, technical and legal staff of each party as appropriate. If said committee is unable to resolve the dispute, venue for any action or proceeding shall lie in New York State Supreme Court, Genesee County.

### **3. CITY RESPONSIBILITIES AND OBLIGATIONS**

In accordance with the terms of this current Agreement, the City shall:

3.1 Within the design capacity and capability of the Facilities, manage, operate and maintain the Facilities so that water transmitted from the Plant meets or exceeds the minimum drinking water standards as established by the United States Environmental Protection Agency and the New York State Department of Health. In addition, the hardness level of the water produced and transmitted from the Plant shall not exceed 140 mg/l.

3.2 The City shall also be authorized to alter the Facilities to achieve the objectives of this current Agreement, provided that any such improvements shall not create additional operating and maintenance costs, unless any such costs are paid by the City.

3.3 Operate and maintain (or cause to be operated and maintained) the Facilities as required to comply with Section 3.1 above and to be consistent with good engineering/operations practices.

3.4 Provide sufficient certified, qualified and experienced operations personnel (as well as necessary management, administrative, technical and clerical support), who meet relevant State of New York requirements regarding water treatment operations and maintenance.

3.5 Perform (or have performed) all necessary Maintenance and Repairs of the Facilities to comply with the above.

3.6 Pay all costs incurred in operation of the Facilities as provided herein.

3.7 Provide the County, on a quarterly basis, an invoice for Costs of Operation of the Facilities as outlined in Section 6 below.

3.8 Provide County any and all information related to the Facilities and the operation thereof in accordance with the laws of the State of New York.

#### **4. COUNTY RESPONSIBILITIES AND OBLIGATIONS**

In accordance with the terms of this Agreement, the County shall:

4.1 Make any additional capital expenditures to the Plant as may be necessary to ensure its continued operation during the term of this Agreement, as well as make direct payment or reimbursement to the City for repairs necessary to operate and maintain the Facilities in accordance with Section 3 above for the supply of water at a quality in accordance with Section 3.1 above, and in sufficient quantity to meet the peak demand of all existing and future direct customers of the City and any customers beyond the City's boundaries as may currently exist or be added by the County. City and County engineering representatives shall make annual inspection and make determination as to capital investments required

4.2 Not allow any additional demands on the System outside the City that would measurably reduce the prior levels of pressure, water quality or fire flow capability at any location within the City unless approved by the City's Director of Public Works. Said approval will not be unreasonably withheld. Any increased demands on the System that would measurably and negatively impact City customers will be preceded by the installation of improvements, at County expense, to the System to mitigate any such negative impact(s).

4.3 Not install new equipment or operate any current equipment in any part of the System in such a manner that measurably increases water pressure within the City, unless approved by the City's Director of Public Works. Said approval will be not be unreasonably withheld.

4.4 Supply the City with water from the City's current sources and not from any outside source, unless such other source or sources are specifically authorized by the City.

#### **5. METERS**

5.1 It is understood that there will be "master meters" measuring all treated water entering the City's Transmission/Distribution System from the Plant as well as all water supplied to others who are not Direct Customers of the City. It shall be the responsibility of the County to bear the cost of installation, maintenance and repair of the master meter supplying water from the Plant to the City's Transmission/Distribution System. The City and County agree to have the City undertake these tasks with all reasonable costs reimbursed to the City by the County.

5.2 All master meters providing water to those who are not Direct Customers of the City will be owned, maintained and repaired by the City with all reasonable costs reimbursed to the City by the County.

5.3 The City shall not be required to pay the County for any water used within the Plant whether or not such water passes through the master meter.

## **6. PAYMENT TO THE CITY**

6.1 Each year the City and County will adopt an approved annual budget for the Costs of Operation of the Facilities. On or before October 1 of each calendar year. The City will submit to the County a proposed annual budget for the City's forthcoming fiscal year. If the County does not receive a budget from the City by October 1, the adopted budget from the previous year will serve as the City's proposed annual budget. The County will review and make comments and recommendations on the proposed annual budget to the City within thirty (30) days of its receipt. The City and County will resolve any issues and agree on an approved annual budget for the forthcoming year within thirty (30) days after the return of the County's comments to the City and in no case later than November 15. If the City and County have not agreed on an approved annual budget by November 15, an approved annual budget shall be determined as prescribed in Section 2.13 above. If the City receives no comment or approval from the County after forty-five (45) days from its submittal, its October 1 proposed annual budget will be deemed approved by the County.

6.2 Payment by the County to the City for the Costs of Operation for the first three quarters will be based solely on the approved annual budget, and will each be twenty five percent (25%) of the approved annual budget. The final quarterly payment will be adjusted according to actual costs, as further detailed in 6.4 below. The Costs of Operation that will be invoiced quarterly will provide reasonable documentation so as to allow review of the actual costs by the County. If the actual total annual Costs of Operation exceeds the approved annual budget (a Shortfall), the Shortfall amount will be funded and paid for by the County's Water Fund. .

6.3 The annual compensation shall include extra reimbursement to the City for Transmission/Distribution System losses attributable to providing water to users both inside and outside the City. Said extra compensation shall be an amount equal to the rate charged by the County to the City for water used by the City, times the total net amount of water used by the City (total water production less water used outside the City) times the City's percent of unaccounted water within the City Transmission/Distribution System times fifteen percent (15%) (an estimate of actual water lost from the Transmission/Distribution System due to transmission outside the City versus. water used within the City but not metered fire hydrants, public buildings, etc.).

6.4 The total annual compensation (as described above in Section 6.1 and 6.2) shall be administered so as to provide an incentive to minimize Costs of Operation of the Facilities and to return any savings between the actual Costs of Operation and the approved annual budget back to the City and County, fifty percent (50%) of any such surpluses shall be kept by the County while the remaining fifty percent (50%) of any such surpluses shall be distributed to the City in the last quarterly payment of the budget year. This surplus calculation involves taking the approved annual budget for the Costs of Operation, less the actual Costs of Operation. If the total annual actual Costs of Operation is greater than the approved annual budget, this difference will be added to the fourth quarter payment to the City. If the total annual actual Cost of Operations is less than the approved annual budget, fifty percent (50%) of said difference will be reduced from the fourth quarter payment to the City. .

6.5 Pursuant to the terms and conditions of the prior Water Supply Operation & Maintenance Agreement, dated, April 10, 2001, the County accumulated a Surplus fund of \$100,000. Since 6.2 above details how the County will be held responsible for covering a future shortfall in the approved annual budget, maintaining such a Surplus fund is no longer necessary. As such, this Surplus fund of \$100,000 will be liquidated in the fourth quarter distribution of the 2018/19 approved annual budget, to be made in April of 2019, with the City collecting \$100,000 of the distribution to be utilized solely for water meter replacement by the City; provided that the County will not contribute to the water meter replacement work. Otherwise, the City will collect \$50,000.

6.6 Quarterly invoices submitted by the City will be paid within forty-five (45) days of receipt. Invoices shall be billed on or about the first of the month for the months of May, July, October and January.

## **7. INDEMNITIES, LIABILITY AND INSURANCE**

7.1 City hereby agrees to hold County harmless from any liability or damages, costs, claims, and expenses, including reasonable attorneys' fees which may arise from City negligence under this current Agreement.

7.2 County hereby agrees to hold City harmless from any liability or damages, costs, claims, and expenses, including reasonable attorneys' fees which may arise from County negligence under this current Agreement.

7.3 The City will be responsible and liable for any penalties or fines which may be imposed by any governmental entity having jurisdiction over the Facilities for any violation resulting from negligence or other conduct in managing or operating the Facilities by the City. The City will not be responsible and liable for any such violation resulting from County's failure to provide adequate equipment, source supply or other requirements of the Facilities to meet applicable quality and quantity standards or failures resulting from causes of Force Majeure.

7.4 The City shall maintain, through either commercial policy or self-insurance, insurance coverage on its employees and equipment. The County shall require contractors performing work at the Facilities on behalf of the County to add City as an additionally insured on its insurance policies. .

7.5 The County will annually provide the City with a Certificate of Insurance evidencing insurance coverages as required by this section.

## **8. TERMS AND TERMINATION**

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

8.2 Either party may terminate this Agreement for a material breach of this Agreement by the other party, but only after giving written notice of said breach, and allowing the other party sixty (60) days to cure or commence reasonable steps to cure the breach.

8.3 It is recognized that conditions may occur at some time during the term of this Agreement that result in both parties approving an alternative water source and the resulting discontinuance of operation of the Facilities, including, but not limited to, the City entering into a retail water supply Agreement with the Monroe County Water Authority. If such discontinuance occurs, County will provide City one hundred eighty (180) days written notice in advance of the projected termination of operation of the Facilities. City shall continue operation of the Facilities until they are no longer needed, after which time this Agreement shall terminate.

8.4 The prior aforesaid Agreements consisting of the 2001 O&M Agreement, the 2007 Amended O&M Agreement and the 2017 Second Amended O&M Agreement, are hereby replaced in their entirety, and upon execution of this current Agreement, these three prior documents shall be null and void.

**IN WITNESS WHEREOF**, the parties have executed this current Agreement as of the date first above written by their duly authorized officers.

**COUNTY OF GENESEE**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BATAVIA**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



**#-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**

**AMENDED AND RESTATED  
COUNTY OF GENESEE AND CITY OF BATAVIA  
FACILITIES LEASE AGREEMENT**

**THIS AMENDED AND RESTATED AGREEMENT** (hereinafter “current Agreement”) made the \_\_\_\_\_ day \_\_\_\_\_, 2018, by and between the County of Genesee, a municipal corporation of the State of New York, with offices located at the Old Courthouse, 7 Main Street, Batavia, New York, 14020 (hereinafter “County”), and the City of Batavia, a municipal corporation of the State of New York with offices located at One Batavia City Centre, Batavia, New York 14020 (hereinafter “City”).

**WITNESSETH:**

**WHEREAS**, the County and City agree to continue to work together in order to enhance long term economic development within all of Genesee County, consistent with the County’s Smart Growth Plan and the countywide allocation of sales tax revenues, and

**WHEREAS**, the creation and continuation of a countywide, coordinated, comprehensive and integrated water supply system is an essential infrastructure component to enable countywide economic development, and

**WHEREAS**, the County requires the continued use and access to the City’s existing water treatment and water supply facilities, its transmission system and its customer base, in order to continue to maintain and improve the countywide water system, and

**WHEREAS**, the parties previously executed an Agreement, dated January 20, 2000 (hereinafter “2000 Agreement”), and

**WHEREAS**, the parties further entered into another Agreement, dated December 31, 2007 (hereinafter “2007 Agreement”), and

**WHEREAS**, the parties further entered into an “Amendment to City of Batavia and County of Genesee Lease Agreement for Water Supply and Treatment Facilities, dated June 19, 2017 (hereinafter “2017 Amended Amendment”), and

**WHEREAS**, these three prior Agreements need to be further amended and restated as set forth herein.

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

**FIRST: TERM**

The City shall lease to the County, the City's Water Supply and Treatment Facilities, including, but not limited to, the existing water treatment plant, clearwell, water tank #2 (VA Tank), well field and raw water lines to the plant, existing water intake and waterlines from the Tonawanda Creek to the plant, hereinafter referred to as the "Facilities", located at Cedar Street and Lehigh Avenue, for a period of one (1) year beginning January 1, 2019 and ending December 31, 2019 (the "Term").

**SECOND: RENT**

For and in consideration of such lease, the County shall pay or cause to be paid to the City the annual rent for each year during the term of this current Agreement the amount of Five Hundred and Fifty Thousand Dollars (\$550,000). The rent payments shall be billed in equal installments of \$137,500 on or about the first of the month for the months of April, July, October and January.

**THIRD: FACILITIES**

The County or its designee shall assume the complete responsibility for the maintenance and operation of the Facilities.

**FOURTH: CITY WATER STORAGE TANK AND WATER FILTRATION PLANT**

The County shall provide a water storage tank which shall serve the City water system with sufficient capacity such that when operated in conjunction with existing City of Batavia water tank #2 (VA Tank), located near the Veteran's Hospital and with the water treatment plant clearwell, shall provide a one-day supply of water for the City under emergency conditions.

**FIFTH: DISCONTINUE PLANT USE**

In the event that the City and County by mutual agreement discontinue the use of the City Water Filtration Plant, the County, at its cost, shall take all steps necessary to disconnect the Plant from the existing water system. The Water Filtration Plant, and all real property shall then become an asset of, and be owned by Genesee County. The City will execute all documents necessary to transfer to the County all of its rights and title to the real property and the Water Filtration Plant located thereon.

**SIXTH: COUNTY INDEMNIFIES CITY**

The County shall indemnify, save harmless and defend the City from any and all liability, costs, claims and expense, including reasonable attorney's fees, related, directly or indirectly, to the County's obligations and acts performed pursuant to the Agreement.

**SEVENTH: CITY INDEMNIFIES COUNTY**

The City shall indemnify, save harmless and defend the County from any and all liability, costs, claims and expense, including reasonable attorney's fees, related, directly or indirectly, to the City's obligations and acts performed pursuant to the Agreement.

**EIGHTH: LAW AND VENUE**

This Agreement shall be interpreted pursuant to the Laws of the State of New York and any action to enforce it shall be brought in the New York State Supreme Court, County of Genesee.

**NINTH: ASSIGNMENT OF AGREEMENT**

The County and City both agree not to assign this Agreement without the approval of the other except that the County can assign this Agreement in whole or in part without such approval to a subsequently formed Genesee County Water District. Any such approvals will not be unreasonably withheld by the City.

**TENTH: LEASE TERMINATION**

If during the term of this current Agreement, conditions occur that result in both parties approving an alternative water source, including, but not limited to, the City entering into a retail water supply agreement with the Monroe County Water Authority, the County will provide the City with 180 days written notice in advance of the projected termination of the lease of the City's Water Supply Treatment Facilities.

**ELEVENTH: PRIOR AGREEMENTS**

The prior aforesaid Agreements consisting of the 2000 Agreement, the 2007 Agreement, and the 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 current Agreement, the obligations of each party required by the prior three Agreements were either performed in their entirety or waived

**IN WITNESS WHEREOF**, the parties have executed this current Agreement as of the date first above written by their duly authorized officers.

**COUNTY OF GENESEE**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BATAVIA**

Attest: \_\_\_\_\_

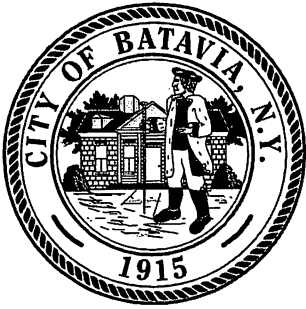
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# City of Batavia

## *Memorandum*

To: Martin Moore, City Manager

From: Matt Worth, Director of Public Works

Date: November 21, 2018

Subject: Housing and Code Enforcement

The housing maintenance section of the code is typically enforced through a systematic approach that cycles the entire City over a four year period. The Bureau of Inspection tracks compliance in these matters as can be seen in the attached document.

This program is in addition to normal code and ordinance enforcement work that is on a year round basis and is further augmented during the June to August months with an additional part-time ordinance enforcement officer. Specific service requests to investigate housing, ordinance, and code issues are responded to in addition to systematic work.

The Inspection Bureau is one tool that the City utilizes in addition to work completed by the Fire Department and the Police Department in responding to commercial properties, multi-family properties, and complaints to disruptions in the neighborhood.

Supporting Documentation  
Systematic Totals 2010-2018

## Systematic Code Enforcement - Totals

[illegible]