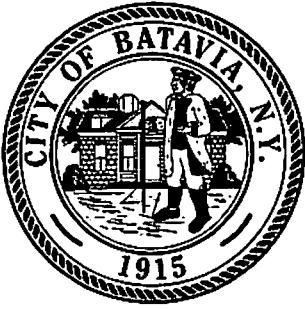


BATAVIA CITY COUNCIL SPECIAL CONFERENCE MEETING

**City Hall - Council Board Room
One Batavia City Centre
Monday, January 13, 2020
(Prior to Business Meeting)**

AGENDA

- I. Call to Order
- II. To Amend The 2019-2020 Budget To Reflect The Receipt Of \$300,000 From New York State Main Street Grant
- III. To Authorize The Batavia Development Corporation To Administer The 2020 New York Main Street Grant
- IV. A Resolution Appointing The Part-Time City Court Judge (Amended Resolution from #134-2019)
- V. Adjournment



City of Batavia

Memorandum

To: Dr. Martin Moore & City of Batavia City Council

From: Rachael J. Tabelski, MPA

Date: January 6, 2020

Subject: New York Main Street Grant Award

On May 13, 2019 the City of Batavia passed a resolution supporting the submission of a New York State Office of Community Renewal (NYSOCR) New York Main Street grant. On December 19, 2019 the City was awarded the grant for \$300,000 as part of New York Governor Andrew Cuomo's New York State Regional Economic Development Council Awards.

The New York Main Street program provides funding for restoration or improvement of housing, commercial and streetscape improvements. The grant will be available to building owners in the Downtown Revitalization Initiative (DRI) or Batavia Business Improvement District (BID) to rehabilitate interior spaces, enhance façades, and add upper floor apartments to downtown buildings.

Overall, the City would like to revitalize another eight buildings with this funding award, in addition to the projects moving forward with funds from the DRI Building Improvement Fund administered by the Batavia Development Corporation (BDC).

Furthermore, the City would like to appoint the BDC staff as the official representative to administer the New York Main Street grant. Part of the BDC's mission is to work to improve the quality of life within the City of Batavia through planning, collaboration and programming and to enhance the City's tax base. The Main Street grant program will help us enhance the tax base as the funding is available to building owners to make improvements.

Attached you will find a resolution to accept the grant and budget amendment, the New York Main Street Grant Agreement, and a second resolution to appoint the BDC as the administrator of the grant. I respectfully request that council consider these resolutions at a January 13, 2020 special conference meeting and January 13, 2020 business meeting to meet the timeline of the grant execution requirements.

#-2020

**A RESOLUTION TO AMEND THE 2019-2020 BUDGET TO REFLECT THE RECEIPT
OF \$300,000 FROM NEW YORK STATE MAIN STREET GRANT**

Motion of Councilperson

WHEREAS, the City received \$300,000 from the NY Main Street Grant Program for addressing downtown revitalization efforts; and

WHEREAS, the NY Main Street Grant funds will be available to building owners in the Downtown Revitalization Initiative (DRI) or Batavia Business Improvement District (BID) to rehabilitate interior spaces, enhance façades, and add upper floor apartments to downtown buildings; and

WHEREAS, the goal is to revitalize and additional eight buildings with this funding award, in addition to the projects currently moving forward with funds from the Downtown Revitalization Initiative (DRI) Building Improvement Fund administered by the Batavia Development Corporation; and

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

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Council President execute the New York Main Street Program Grant Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager be and hereby is authorized to make the following budget amendments to the 2019-2020 budget to undertake the project of "City of Batavia NY Main Street Grant Program."

Effective January 13, 2020 amend the 2019-20 budget by increasing revenue accounts

29.29.3089.1191 by \$300,000

and increasing expense account

29.8668.0423.1191 by \$300,000

**Seconded by Councilperson
and on roll call**

NEW YORK MAIN STREET PROGRAM
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the 1st day of January 2020, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and City of Batavia ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of local government, having its principal place of business at One Batavia City Centre, Batavia, New York 14020.

WITNESSETH:

WHEREAS, pursuant to PHFL Article XXVI and the regulations promulgated thereunder ("Statute"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of local government for the revitalization of eligible main street and surrounding downtown areas under the New York Main Street program ("NYMS"); and

WHEREAS, the Recipient has applied to the Corporation for NYMS funds to administer a local NYMS program ("Program") as described in the Recipient's 2019 Funding Round application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award of NYMS funds to be used for eligible costs to complete the Program ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statute, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall: a) complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in Awarded Budget & Projected Accomplishments (attached as **Schedule A**), and its Administrative Plan (attached as **Schedule B**), as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation; and b) adhere to the Awarded Budget & Projected Accomplishments reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in Schedule A and Schedule B.

2. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement and ending on **December 31, 2021**, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing, and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of NYMS funds to be provided to the Recipient is Three Hundred Thousand dollars (\$300,000) ("Award"). The Corporation agrees to reimburse the Recipient for Project Costs outlined in Schedule A. Reimbursable Project Costs shall not exceed the amount of the Award. Any modification,

amendment or rescission of Project Costs must be requested in writing, and approved in writing by the Corporation. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing to with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedules A and B.

4. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/new-york-main-street>

5. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation and outlined in the Environmental Compliance Handbook following the execution of this Agreement. The Corporation will issue a notice to proceed with Program activities following the submission of complete and accurate Environmental Review documents. No construction or Program activities shall occur prior to receipt of this notice.

6. Equal Opportunity Requirements and Procedures.

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures attached as **Schedule C**.

7. Wage and Hour Provisions.

If the Program includes public work contracts covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, neither contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, a contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, the contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any approved sums due and owing for completed work.

8. Regulatory Term.

The Recipient, for a period of five (5) years from the date of Program completion and final inspection ("Regulatory Period"), shall take all necessary steps to ensure that owners of properties improved under the Program ("Assisted Property") maintain the structures and units in good condition. The Recipient shall also take all necessary steps to ensure that streetscape enhancements are maintained and kept in good condition during the Regulatory Period. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low-income. For the purposes of this

Agreement, persons of low-income are defined as persons and families whose incomes do not exceed ninety percent (90%) of the area median income for the metropolitan statistical area in which the target area is located. The Recipient shall require every owner of an Assisted Property to execute a Property Maintenance Declaration, in the form provided by the Corporation, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor and regulate the Program in accordance with the terms of this Agreement, throughout the Regulatory Period. This provision shall survive the termination or expiration of this Agreement.

9. Reports.

During the Term and the Regulatory Period, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

10. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term or Regulatory Period to establish that the Award has been used in accordance with the terms of this Agreement.

14. Disbursement.

- (a) The Recipient shall request disbursement of funds under this Agreement only for reimbursement of Costs, or with written approval, payment of incurred Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in Schedule A and Schedule B. In-kind services and cash payments are not eligible Project Costs. Construction occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in Schedule A, Schedule B and

the Commitment & Disbursement Procedures for Local Program Administrators document made available on the Corporation's website. Each such request shall

- be submitted electronically to Disbursements@nysher.org with forms and supporting documentation;
- be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
- constitute an affirmation that the representations and warranties contained in Section 15 hereof remain true and correct on the date thereof.

- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e. direct deposit, procedure. As the Award is paid to the Recipient it shall be disbursed to the owner, contractor or vendor within five (5) business days of electronic deposit, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

15. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, identified in the Application and summarized in Schedule A, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance

with its terms.

16. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from Schedule A not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York and the Corporation in the financing of the Project, which sign shall be of a size and in a location so as to be visible from outside the construction site.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

17. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance (if applicable), fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

18. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

19. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

20. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may

make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the NYMS policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

21. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

22. Non-liability.

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

23. Subcontracts.

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with

- all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

24. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

25. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

26. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

27. Property Release.

To permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

28. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

29. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be

given by the Corporation hereunder must be in writing.

- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

30. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Administrative Plan

Schedule C - Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures

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

Housing Trust Fund Corporation

By: _____
Crystal Loffler
Interim President, Office of Community Renewal

City of Batavia

By: _____
Eugene Jankowski
City Council President

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Schedule A
Awarded Budget & Projected Accomplishments
City of Batavia
Revitalize Downtown Batavia

SHARS ID: 20190267

Award Budget

<u>Funding Source</u>	<u>Amount</u>
New York Main Street (NYMS) Award	\$300,000
Other Sources	\$170,000

NYMS Activity Budget Detail

<u>Activity(ies)</u>	<u>Amount Not to Exceed</u>
Building Renovation	\$235,000
Streetscape	\$0
Administration	\$22,500
Architecture, Engineering & Environmental	\$42,500

Target Area

The target area includes the North and South sides of Main Street between Liberty Street and Jefferson Avenue; Ellicott Street between Swan Street and Court Street, the East and West sides of Court, Center & Jackson Street between Main & Ellicott, East and West sides of Bank Street between Main & Washington; West Side of Liberty between Main and Ellicott Street, West and East sides of Swan near Ellicott Street, North and South sides of Alva Place, East Side of Jefferson and Evans to the Rail Road tracks in the City of Batavia, New York.

Projected Accomplishments

<u>Units</u>
3 Residential Units
8 Commercial Units
0 Civic/Community Units

Program Compliance

The term Local Program Administrator or LPA shall refer to the City of Batavia, the recipient of New York Main Street (NYMS) program funds.

- The LPA must endeavor to meet the projected accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- The LPA must follow the processes identified in the Administrative Plan included as Schedule B to the NYMS Grant Agreement. LPAs are required to supplement the identified processes to develop a local NYMS program. Any defect or departure from the Administrative Plan must be requested and approved in writing.
- NYMS funds may only be requested for reimbursement for eligible program costs incurred within the grant period pursuant to the NYMS grant agreement. Prior to commencing the program, LPAs must review the eligible work items, program budget, and program timeline with OCR staff. The NYMS program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of building projects.

- The LPA may award up to \$50,000 in NYMS grant funds, per building, not to exceed 75% of the total building renovation project cost. Building renovation funds may be used to renovate facades, storefronts and commercial interiors, with an additional \$25,000 per residential unit up to a per building maximum of \$100,000, not to exceed 75% of the total project cost.
- NYMS funds budgeted for Administrative expenses shall not exceed 7.5% of the NYMS award or the amount noted above under Activity Budget Detail, whichever is less. Administrative funds shall be only for payment of reasonable administration and planning costs related to the NYMS contract.
- NYMS funds budgeted for Architecture, Engineering or Environmental Testing shall not exceed 18% of the NYMS building renovation funds committed for a project, and shall not exceed the amount noted above under Activity Budget Detail. Architecture, Engineering or Environmental Testing costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed with NYMS funds, therefore, project delivery expenses may not be requested as part of a partial payment prior to project completion.
- LPAs must submit a Streetscape project scope of work for an eligibility determination and receive formal approval from Housing Trust Fund Corporation prior to committing funds or beginning the project.
- Projects including NYMS funds must produce a finished commercial or residential space, ready for occupancy, within the 24-month contract term. NYMS funds will be disbursed only for completed projects. Work can be completed on part of a building, leaving another part unfinished as a holdover for future use, provided that the project can be completed in compliance with all applicable codes and ordinances, and the unfinished space does not present a hazard to occupants or users of the building.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive NYMS funds for work done on property that s/he owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the LPA must review the eligible work items with OCR staff.
- Prior to the commitment or expenditure of NYMS program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. The LPA must submit Environmental Review documents as required by Housing Trust Fund Corporation in a timely manner following grant agreement execution. Housing Trust Fund Corporation will issue a notice to proceed following the submission of complete and accurate Environmental Review documents.
- Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law of 1980 requires publicly-funded projects to be reviewed for their potential impact/effect on historic properties. LPAs must submit proposed project scopes of work for each participating project to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP or SHPO) for review. This review is required for all NYMS funded projects.
- In cases where relocation of residential and/or non-residential tenants will be required, the LPA must develop a plan for temporary relocation. Prior to commencing project, the LPA must review the relocation plan with OCR staff.
- The LPA, for a period of five (5) years from the date of project completion and final inspection, must take all necessary steps to ensure that the owner of any NYMS assisted project maintains the structure and its units in good condition. The LPA must submit an executed Property Maintenance Declaration for an assisted building at the time reimbursement is requested from OCR. The LPA must develop a formal plan for monitoring the assisted

properties and ensuring compliance with NYMS rent limits for assisted residential units for the full regulatory term. The plan must address staff assignment of this responsibility and address continuity of operations.

Schedule B
New York Main Street (NYMS) Administrative Plan
City of Batavia
Revitalize Downtown Batavia

SHARS ID: 20190267

The term Local Program Administrator or LPA shall refer to the City of Batavia, the recipient of the Housing Trust Fund Corporation (HTFC) funds. The New York Main Street Program Guide provides information to supplement the procedures outlined in the Administrative Plan.

1. Program Development

1. a. Marketing the Program

The Local Program Administrator (LPA) shall conduct outreach in the awarded target area to make all property owners aware of the availability of financial assistance through the New York Main Street (NYMS) program.

- The LPA will develop and distribute informational materials to market program availability and explain program requirements. These will be distributed to property owners in the target area and made available for distribution to local governments, libraries, chambers of commerce, business associations, and other local partners.
- Instructions on how to apply for assistance and required forms will be available at the offices of the LPA and other local partners.
- Public informational meetings will be held at one or more locations within the community to present information and answer questions.
- The LPA must retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

1. b. Project Selection

- The LPA must develop and formalize project selection criteria and a clear project selection process. This process must be used consistently throughout the term of the NYMS contract.
- The LPA must identify a Project Selection Committee to implement the project selection process and generate funding decisions.
- Project selection criteria must afford priority to:
 - Projects that are visually prominent on Main Street.
 - Projects that include renovation of upper story residential units.
 - Projects with historic value or historic properties in danger of being lost in part or in total to disrepair or damage.
 - Projects that with the assistance of grant funds, will reduce blight, contribute to the economic recovery of the target area, or realize a stabilization or expansion of a Main Street business.
- The LPA should develop local project selection criteria to supplement the priority project selection criteria identified by the NYMS Program. These review criteria should be developed to prioritize projects that meet the goals and accomplishments proposed by the LPA at the time of application.
- The LPA will advise applicants on the disposition of an application within 30 business days of the submission of a complete application.
- The LPA must retain clear documentation of each project selection committee decision in the program files. This must include an eligibility determination for each application reviewed, and a justification for each project selection decision. This documentation should include project review or scoring memos, Project Selection Committee meeting minutes, board approval of projects or other related correspondence.

2. Project Development

2. a. Design Standards

The LPA will develop design guidelines for exterior renovations if the municipality in which the project is located does not already require participating renovation projects to undergo an architectural or design review process. These guidelines will be consistent with the requirements of the State Historic Preservation Office, Housing Trust Fund Corporation (HTFC), municipality in which the project is located and the LPA. The LPA will enforce the standards throughout the development process.

2. b. Work Write-up / Scope of Work

Once a project application has been selected for assistance the LPA will meet with the property owner to develop a scope of work and an initial estimate of costs. The LPA will explain program requirements related to design, environmental hazards, energy efficiency and other required work scope items.

A formal written scope of work is a NYMS program requirement. The scope of work for participating projects must address:

- Immediate health and safety concerns;
- The correction of existing code violations;
- Environmental hazards as described in the program environmental compliance checklist;
- Installation of energy conservation measures;
- Accessibility for persons with disabilities;
- Consistency with any other local program design guidelines; and
- Preservation of historical elements of the building.

The LPA is responsible for coordinating work write-ups with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts must be consulted. Both the LPA and the property owner must sign-off on the formal scope of work before the LPA may begin to seek bids for the work.

The property owner will be responsible for paying for all agreed upon repairs, but the LPA will not reimburse more than the costs identified as available per building for the funding year. Reimbursements will be issued only upon satisfactory completion of all work as described in the written scope of work. Satisfactory completion will be determined by the LPA.

2. c. Contractor Selection

The LPA will establish a list of contractors able to perform work in compliance with applicable standards. The LPA may choose to develop this list through a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply references and proof of proper insurance. The LPA will use this list to solicit bids or quotes for the project activities. Additional contractors can be added to the list at any time, however, references and proof of proper insurance must be supplied to the LPA and approved.

EEO & MWBE Requirements

LPAs are required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women (“EEO”), and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). LPAs demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Development’s Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <https://ny.newnycontracts.com/>

LPAs must submit a Contractor Bid Solicitation Plan with the grant agreement. This Plan will identify a minimum of four certified MWBE firms that will be included in the bid solicitation process. Once the

contractor/vendor selection process is complete, the LPA must report to HTFC on the use of NYS certified MWBE firms.

Procurement & Bidding

An appropriate procurement process must be completed for all activities to be reimbursed with program funds. At a minimum, two bids or proposals must be obtained and reviewed for all renovation, administration or professional service activities to establish the reasonableness of project costs.

The procurement process must be free of collusion or intimidation, and the LPA must exercise appropriate oversight over the entire process to ensure that it is fair, efficient and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up / Scope of Work above, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself.

The bids or proposals for all activities must be submitted directly to the LPA by the contractor. The LPA will advise the property owner of acceptability of bids and proposed cost. If the property owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.

Conflicts of Interest

Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive NYMS funds for work done on property that he or she owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the LPA must review the eligible work items with OCR staff.

2. d. Contracting Procedures

The LPA will enter into a contract with the property owner to provide the program financial assistance. The contract will outline the roles and responsibilities for both the LPA and the participating property owner.

At a minimum, the contract must specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Requirement to sign and file the NYMS Property Maintenance Declaration form;
- Requirement to sign the NYMS Property Release form permitting HTFC to use photographs of the assisted properties;
- Requirement to engage a contractor and begin construction within 30 days of LPA approval;
- Payments will be made only after work is complete, and on a reimbursement basis;
- LPA has the right to inspect work at any time;
- LPA may terminate the award and cancel the contract should the work be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the participating contractor;
- Property owner will cooperate with the LPA requirement to monitor the ongoing maintenance of the property, including the rent limits for assisted residential units for the five-year regulatory term.

3. Construction Management/Quality Control

3. a. Construction Monitoring

The LPA retains the right to inspect work in progress at any point. The LPA must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in LPA project files.

3. b. Final Inspection

A final inspection is required before submitting a final payment request. The LPA, property owner and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in LPA project files, and submitted with the request for reimbursement.

4. Financial Management

4. a. Staff

The LPA's chief financial officer will be responsible for all financial transactions under this contract. The LPA should have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of NYMS funds. The Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the LPA's written policy on internal controls.

4. b. Interim / Construction Financing

The property owner will be responsible for paying for all agreed upon repairs, but the LPA will not reimburse more than the costs identified as available per building for the funding year. Participating property owners are responsible for obtaining construction or interim financing for the renovation projects.

The NYMS program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of renovation activities. Requests for progress payments are discouraged, and will only be considered based on demonstrated need and by written request prior to commencement of renovation project. The request must minimize the number of progress payments, and clearly outline the proposed payment schedule.

5. Ongoing Maintenance

5. a. Obligations

Property owners are required to maintain property assisted with NYMS funds for a period of five years from the date of project completion and final inspection. This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the NYMS program for the regulatory term. Assisted residential units, when they become vacant, must be marketed and affordable to low income households during the regulatory term. This requirement is met through a rent limit imposed on the assisted residential unit.

The LPA will require each property owner receiving NYMS funds to file a Property Maintenance Declaration, in a form approved by HTFC, with the clerk of the county in which the project is located. In the Declaration the property owner will declare that he/she has received assistance from NYMS and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year regulatory term.

5. b. Responsible Parties

The LPA will monitor projects assisted under NYMS during the five-year regulatory term. The LPA will ensure maintenance of Main Street investments. The LPA must develop a formal plan for monitoring the assisted properties and ensuring compliance for the five-year term. The plan must address staff assignment of this responsibility and address continuity of operations. As part of this plan, the LPA will periodically inspect assisted properties and conduct any inspections directed by HTFC.

6. Program Compliance

6 a. Conditions

Housing Trust Fund Corporation reserves the right to change or disallow aspects of the application and may make such changes conditions of its commitment to provide funding to a project or program. The LPA will address any additional requirements or conditions of approval.

6. b. Covenants of the Recipient

The LPA will comply with all applicable statues, guidelines, regulations, policies and procedures of the New York Main Street program. Any defect or departure from the NYMS Administrative Plan must be requested and approved in writing. The LPA must refer to Grant Agreement Schedule A - Awarded Budget & Projected Accomplishments for a summary of the awarded program activities.

Schedule C

PARTICIPATION BY MINORITY GROUP MEMBERS, WOMEN AND SERVICE DISABLED VETERANS WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations"), and New York State Executive Article 17-B and 9 NYCRR Section 252 ("SDVOB Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Laws Article 15-A and 17-B. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, the HTFC hereby establishes a goal of, 20% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A, Recipient should reference the directory of New York State Certified MBWEs found online, here:
<https://nv.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687> and certified SDVOBs found online, here: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf
- C. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development's assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- D. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Recipient shall comply with the following provisions of Article 15-A:

1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to the HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal (HCR)'s Office of Economic Opportunity and Partnership Development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.
3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.
4. Recipient or its subcontractors will comply with both Executive Law Article 15A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned and described under this Agreement or subsequent work order hereunder.
- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

- A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Request for Waiver documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid Solicitation Log and Certification of Good Faith Efforts (Form CONST-4) determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Recipient. Such liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

VII. Reporting

Recipient is required to submit the related Project Detail Sheet and Affirmation of Income Payment to MBE/WBE and/or SDVOB (Form CONST-3) at the time of a related request for reimbursement.

VIII. Forms

The required forms can be found on the HCR website at <https://hcr.ny.gov/new-york-main-street>

#-2020

**A RESOLUTION TO AUTHORIZE THE BATAVIA DEVELOPMENT CORPORATION
TO ADMINISTER THE 2020 NEW YORK MAIN STREET GRANT**

Motion of Councilperson

WHEREAS the City of Batavia was the recipient of a \$300,000 New York Main Street grant to assist property owners within a specified target area, the Batavia Improvement District; and

WHEREAS, the funding will be used primarily by owners to improve the appearance and economic conditions for mixed – use buildings in the Batavia Improvement District; and

WHEREAS, the Batavia Development Corporation's mission is to improve economic conditions in the City of Batavia; and

WHEREAS, the Batavia Development Corporation is staffed by an Economic Development Coordinator; and

WHEREAS, the grant provided funding for administrative services;

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby designates the Batavia Development Corporation staff to administer the New York Main Street grant utilizing NY Main Street administrative funding to be reimbursed by New York State.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Batavia Development Corporation Board to review and make decisions on NY Main Street awards to individual applicants.

**Seconded by Councilperson
and on roll call**

#-2020

A RESOLUTION APPOINTING THE PART-TIME CITY COURT JUDGE

Motion of Councilperson

WHEREAS, Section 2104 of the Uniform City Court Act provides for the appointment of a City Court Judge who, in the temporary absence or inability of the City Judge, shall exercise all power of said Judge, and

WHEREAS, Section 2104(e)(1) (ii) and Section 2104(b)(3) of the Uniform City Court Act provides that the City Court Judge shall be appointed by Council and serve for a six (6) year term, and

WHEREAS, David J. Saleh will be appointed to this position on January 1, 2020 and their term as City Court Judge is due to expire on December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that, David J. Saleh, a resident attorney, possessing the necessary qualifications, is hereby appointed to the position of City Court Judge, for a six year term commencing on January 1, 2020 and expiring on December 31, 2025, with all of the powers and authority granted by Local and State Law; and be it

FURTHER RESOLVED that this resolution shall be effective nunc pro tunc.

**Seconded by Councilperson
and on roll call**