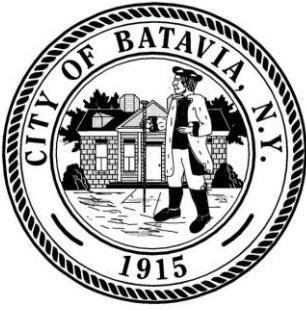


BATAVIA CITY COUNCIL CONFERENCE MEETING

**City Hall - Council Board Room
One Batavia City Centre
Monday June 27, 2022 at 7:00 p.m.**

AGENDA

- I. Call to Order
- II. Invocation – Councilmember Viele
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
 - a. GLOW YMCA Healthy Living Campus Groundbreaking – 7/11/22
 - b. BID Box Car Derby – 8/27/22
- VII. Council President Report
 - a. Announcement of the next City Council Conference and Business Meeting to be held on Monday, July 11, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
- VIII. LED Street Lights Acquisition From National Grid
- IX. CFA Grant Application for Water Meter Replacement Program
- X. SEQR for Water Meter Replacement Program
- XI. SRO Contract
- XII. Cerrone Bid for Jackson Square Rejection
- XIII. Audit Committee – Council Member Appointments
- XIV. Health Insurance Budget Amendment
- XV. Adjournment



MEMORANDUM

To: Rachael Tabelski, City Manager
From: Heidi J. Parker, Clerk-Treasurer
Date: 6/22/22
Subject: Event Summary

Below please find the summary for the events to be reviewed by City Council on June 27, 2022:

GLOW YMCA Healthy Living Campus Groundbreaking – 7/11/22

Estimated cost from the police department is \$177.00. There are no cost from the other departments

BID Box Car Derby – 8/27/22

There are no costs from the departments.

****NOTE** – Event sponsors are responsible for any costs that may be incurred because of their event and have been made aware of estimate costs, if any.



City of Batavia
Batavia, New York 14020
(585) 345-6300

Official Use Only:

2022-35

Event Application #

Event Application Fee - \$25.00 (non-refundable)

(A separate permit must be issued for each item requested)

Event Sponsor ALOW YMCA
 Type of Event Healthy Living Campus Groundbreaking
 Day and Date of Event Monday, July 11th 2022
 Time of Event (don't include set up time here - just actual event time) 10⁰⁰am
 Location of Event 201 East Main Street, Batavia
 Details of Event (be as specific as possible!) We will be holding a groundbreaking ceremony for the new Healthy Living Campus.

Contact Information:

Primary contact:

Name Rachel Hale
 Phone # 344-11664
 Mailing address 209 East Main St Batavia
 E-mail address rhale@glowymca.org

Secondary contact:

Name Greg Reed
 Phone # 344/11664
 Mailing address 209 East Main St
 E-mail address greed@glowymca.org

* Events will be posted on the City's website calendar. If there is a website you would like to include that people can visit for more information or registration, if applicable, note website here: _____

Will there be alcohol at your event? Yes No If yes, complete the following:
 Type of alcoholic beverage to be served: Liquor Wine Beer
 Will you be providing alcohol to your group? Yes No
 Will you be selling alcohol to your group? Yes No Insurance certificate **WILL BE** required with Liquor Legal.
 Will people be allowed to bring alcohol to the event? Yes No
 Who will be applying to the NYS Liquor Authority for the permit to sell? N/A

It is the Applicant's responsibility to police the area during the gathering to make sure all Alcohol Beverage Control rules are followed. Also, after the event Applicant is responsible to dispose of all empty bottles and debris.

** If you are contracting with a group to sell alcohol during your event on city property, separate insurance is required from them with Liquor Legal in addition to your insurance. **

EVENT INFORMATION (required):

Set up date: 7/11/2022

Set up time: 7⁰⁰am

Tear down date: 7/11/2022

Tear down time: 12⁰⁰pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 7/11/2022

Start time: 10⁰⁰am

End time: 11³⁰am

Estimated crowd size: 50 to 200

of Vendors/Displays N/A

WILL THE EVENT INCLUDE:

- Parade: Yes No (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Run or Walk: Yes No (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Music: Yes No (SITE DRAWING OF STAGE OR DJ LOCATION ATTACHED)
- Street Closure(s): Yes No (MAP OF CLOSED STREETS AND DROP LOCATION OF BARRICADES)
- Other: Yes No (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Fireworks or Hazardous Materials? Yes No
- Carnival or Amusement Rides? Yes No

Name of Company Providing Above Company Contact/Representative () Phone #

Address Street City Zip Code

Music: Live Group Recorded/DJ

Name of Company Providing Above Company Contact/Representative () Phone #

Address Street City Zip Code

CITY SERVICES SUPPORT:

City Code 66-15, D-2 *The City reserves the right, as part of the permitting process, to require the applicant to pay for additional operational costs of the City associated with the event.*

FOR EVENTS IN CITY PARKS, GARBAGE PICK-UP WILL BE MADE ONLY TO GARBAGE CANS ON SITE. ADDITIONAL GARBAGE MUST BE BAGGED AND REMOVED FROM PREMISES BY EVENT SPONSOR.

ELECTRIC:

Will electric be needed for the event? Yes No

What will you be providing electric to? _____

Will generators be used? Yes No *see Special Events Inspection ✓ list for compliance*

If yes, INCLUDE SITE DRAWING INDICATING PLACEMENT/LOCATION OF GENERATOR

SIZE OF GENERATOR(S) _____ FUEL SOURCE - GAS - - DIESEL - - PROPANE -

TENTS/CANOPIES/POP-UPS: See appendices for compliance checklist – all tents will be inspected **

Will Tents/Canopies or other membrane structures be erected at event? Yes No
Will a bounce house or other air supported structures be erected at event? Yes No

NOTE – Appropriate anchoring is required for all tents, canopies, and pop-up structures

Please list size(s) of Tents/Canopies or other temporary structures erected* 20' by 40'

ANCHORING INTO PAVEMENT IS PROHIBITED!

If anchoring in grass, soil areas please contact the NYS Dig Safe # at: 1-800-962-7962 or 811

STREET CLOSURE(S):

ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE

Will street(s) need to be closed for the event? Yes No Reason: Safety for event guests

List Street(s) and Cross Street(s) that will be affected:

Ward Street &
Street to be closed Cross Streets
____ &
Street to be closed Cross Streets
____ &
Street to be closed Cross Streets
____ &
Street to be closed Cross Streets

Will street barricades be requested from the City? Yes No How Many? 1

Will traffic cones be requested from the City? Yes No How Many? _____
(Drop off locations of requested items must be identified on the site drawing)

BANNERS / SIGNS OR OTHER DECORATIONS ARE NOT TO BE ATTACHED TO STREET BARRICADES, TRAFFIC CONES, LIGHT POLES, OR ANY OTHER CITY PROPERTY

Are there any other city materials or personnel requested for the event? Identify below: *(there may be additional costs)*
No

POLICE

Will City Police Officers be requested for the event? Yes No

FINAL DETERMINATION FOR NUMBER OF POLICE OFFICERS and UTILIZATION WILL BE AT THE DISCRETION OF THE CITY.

PLEASE NOTE:

1. Be as specific as possible in the description so we have the best understanding of your event. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
2. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** by any Vehicle or Concession at any time.
3. An Emergency Vehicle Safety Lane Must be Maintained at All times at All Locations
4. Fuel Containers Must be of an Approved type and Must be Properly Secured
5. Deep Fryers Must Be Approved. Commercial Types Require a Type "K" Portable Fire Extinguisher
6. All Food Vendors Must Have a Type ABC Fire Extinguisher. All Fire Extinguishers Must Be Inspected Within The Last Year. **A Valid Health Department Permit Must Be Displayed.**
7. No grease or substance of any kind may be discharged upon the streets, sidewalks, or into the storm drains and/or sewers
8. City Sign Ordinances Shall Be Complied With At All Times And In All Regards
9. No paint or other markings may be placed on the street surface.
10. Additional operational costs of the City, as determined by City Departments, must be paid by the event sponsor at the conclusion of the event. The application fee is due at time of submission and is non-refundable.
11. Vendor/participants must also follow all inspection/temporary structure rules found in the appendices (pg 6-7)
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

GLOW YMCA, the organizer/sponsor, shall indemnify, hold harmless, assume liability for and defend the City of Batavia, its employees, officers and agents from any and all damages, costs and expenses including but not limited to, attorney's fees, court costs, and all other sums which the City of Batavia its employees, officers and agents may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Batavia or by any act or omission of the GLOW YMCA (Organizer/Sponsor), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

6/17/2022
Date

GLOW YMCA
Name of Event Sponsor

[Signature]
Authorized Signature Title

Greg Reed
Name - Printed or Typed

The rules and information contained within this application have been read and will be adhered to.

6/17/2022
Date

Rachel Hale
Signature of Applicant

Please forward this application to:

**City Clerk's Office
Attention: Events Applications Department
One Batavia City Centre
Batavia, New York 14020**

**SPECIAL EVENT APPLICATION
DEPARTMENT APPROVAL SUMMARY**

FOR OFFICIAL CITY USE ONLY

<u>OFFICIAL USE ONLY</u>				
Department Recommendations:	Approved	Denied	Additional Costs	Department Initials
DPW (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Fire Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Police Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<i>If recommendation is denied, please attach a brief explanation</i>				

<u>OFFICIAL USE ONLY</u>	
_____	_____
<small>Date Received</small>	<small>Council Action (Approved / Disapproved)</small>
_____	_____
<small>Date of Council Action</small>	<small>Insurance Received (if applicable)</small>

Event Application #: _____

Department: _____
List Department Name Here

Department Approval	YES	NO
DPW	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>
Police	<input type="checkbox"/>	<input type="checkbox"/>

Department Cost Estimate: _____
if applicable

Estimate based on: Fillable table - type your response here

If Application not Approved, Provide Reason Here: Fillable table - type your response here

Submitted By: _____ Name / Title _____ Date Submitted

Appendices

SPECIAL EVENTS INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available		Do not use unless extinguisher present
	Generator grounded?		Do not use unless grounded
	Inflatable secured to ground?		Do not use unless secured
	Inflatable rods covered?		Do not use unless rods are covered for safety
	Propane tanks secured?		Do not use unless secured
	Outside cooking has appropriate extinguisher?		Do not use unless extinguisher present
	Fireworks display 75 feet from any structure?		Do not light unless in approved location
	Fireworks display has proper extinguishers?		Do not light unless extinguisher is present
	Does cooking under tent meet the safety standard?		Do not cook unless tent is rated for fire resistance or cooking outside tent
	Are Easy up tents properly roped, braced or anchored to withstand elements of weather and collapse?		Do not occupy until proper securing is approved by inspector
	Does Easy up tent have permanent label ID of size and fabric?		Tent not to be used without proper label
	Outdoor cooking that produces sparks or grease laden vapors?		Shall be outside of tents unless tent is fire rated and extinguishers or hood present
	Does the venue have a crowd of 250 people or more?		Must have crowd managers trained as approved by inspector

TEMPORARY STRUCTURE SETUP AND DAILY CHECKLIST (tent and membrane structures)			
YES	Item to Verify	NO	Corrective Action

Is structure at least 20 feet from any property lines?	Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any property lines.
Is structure within 20 feet of any building?	Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any building.
Is structure within 20 feet of another structure?	Evaluate all structures within 20 feet of each other as a single structure meeting all applicable requirements.
Is structure within 20 feet of parking?	Restrict parking or relocate structure at least 20 feet from parking.
Is structure within 20 feet of any internal combustion engines?	Do not use internal combustion engine until relocated at least 20 feet from structure.
Are "No Smoking" signs posted inside and outside?	Do not occupy or use structure unless no smoking signs are posted and enforced.
Are fireworks and unapproved open flames prohibited inside and outside the structure?	Do not occupy or use structure unless fireworks and all unapproved open flames are prohibited in the structure and within 20 feet of exterior of structure.
Are all points in the structure within 100 feet of an exit?	Do not occupy or use structure unless sufficient nearby exits are provided.
Ensure "Exit" signs are posted and clearly visible.	Do not occupy or use structure unless required "Exit" signs are provided.
Ensure "Exit" signs are illuminated.	Do not use or occupy structure unless illuminated exits are provided.
Ensure that exit signs have either two separate circuits or two sources of power depending on occupant load.	Do not use or occupy structure until a minimum of two circuits or sources of power are provided as required. Typically this is accomplished through the use of AC Powered Exit signs with internal battery backup.
Are exits open and uncovered?	Do not occupy or use structure unless all required exits are functional.
Are all aisles at least 44 inches wide? Do aisles increase in width where required?	Do not occupy or use structure unless proper aisle widths are maintained.
Is the (occupant load posted appropriately)?	Do not occupy or use structure unless the correct occupant load is posted appropriately.
Ensure emergency lighting is provided.	Do not use or occupy structure unless emergency lighting is provided.
Is a label permanently affixed to the structure bearing the identification of size and material type?	Do not use or occupy structure unless label is present.
2A:10(B) Fire extinguishers are provided (see information packet for minimum number required).	Do not use or occupy structure until sufficient properly sized fire extinguishers are provided.
At least one 40(B)C rated fire extinguisher shall be provided for each kitchen, mess hall, power generator, or transformer and at locations where flammable or combustible liquids are used, stored, or dispensed.	Do not use or operate any of these hazards unless appropriate fire extinguishers are provided as described in Temporary Membrane Structures, Tents and Canopies document and applicable codes.
Weeds and other combustible vegetation shall be removed from within 30 feet of the structure area.	Do not use or occupy the structure unless combustible vegetation has been removed from the specified area.
The floor surface inside, including the grounds adjacent to or within 30 feet outside of temporary tents, canopies, and membrane structures, shall be kept free of combustible waste.	Do not use or occupy the structure unless combustible waste is removed or stored in proper containers.
Such waste shall be stored in approved containers until removed from the premises.	Do not use or occupy the structure unless trash containers have been emptied from the previous day.
Outdoor cooking that produces sparks or grease-laden vapors must be outside tent.	Do not use cooking source under tent.
Is tent secure	20 lbs per leg or tent stakes
Inspection performed by:	Date:



City of Batavia
 Batavia, New York 14020
 (585) 345-6300

Paid
 5/18/22

Official Use Only:

2022-31

Event Application #:

Event Application Fee - \$25.00 (non-refundable)

(A separate permit must be issued for each item requested)

Event Sponsor Downtown Batavia Business Improvement Dist
 Type of Event Box Car Derby
 Day and Date of Event Saturday 8/27/22
 Time of Event (don't include set up time here - just actual event time) 9:30 AM race goes off
 Location of Event Ellicott Ave
 Details of Event (be as specific as possible!) Kids from 7-13 yo (off site building) and racing cars down the Hill of Ellicott Ave

Contact Information:

Primary contact:

Secondary contact:

Name Shannon Maute
 Phone # 585-409-5531
 Mailing address 200 E. Main St. Suite 12
 E-mail address Director@downtownbatavia.org

* Events will be posted on the City's website calendar. If there is a website you would like to include that people can visit for more information or registration, if applicable, note website here: _____

Will there be alcohol at your event? Yes No If yes, complete the following:
 Type of alcoholic beverage to be served: Liquor Wine Beer
 Will you be providing alcohol to your group? Yes No
 Will you be selling alcohol to your group? Yes No Insurance certificate **WILL BE** required with **Liquor Legal**.
 Will people be allowed to bring alcohol to the event? Yes No
 Who will be applying to the NYS Liquor Authority for the permit to sell? _____

It is the Applicant's responsibility to police the area during the gathering to make sure all Alcohol Beverage Control rules are followed. Also, after the event Applicant is responsible to dispose of all empty bottles and debris.

**** If you are contracting with a group to sell alcohol during your event on city property, separate insurance is required from them with Liquor Legal in addition to your insurance. ****

EVENT INFORMATION (required):

Set up date: 8/27/22

Set up time: 8 Am

Tear down date: 8/27/22

Tear down time: 12pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 8/27/22 Start time: Set up 8:30 race @ 10 End time: 12 pm

Estimated crowd size: 100 # of Vendors/Displays NON

WILL THE EVENT INCLUDE:

- Parade: Yes No (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Run or Walk: Yes No (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Music: Yes No (SITE DRAWING OF STAGE OR DJ LOCATION ATTACHED)
- Street Closure(s): Yes No (MAP OF CLOSED STREETS AND DROP LOCATION OF BARRICADES)
- Other: Yes No (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Fireworks or Hazardous Materials? Yes No Carnival or Amusement Rides? Yes No

Name of Company Providing Above: _____ Company Contact/Representative _____ Phone # _____

Address, Street _____ City _____ Zip Code _____

Music: Live Group Recorded/DJ

Name of Company Providing Above: _____ Company Contact/Representative _____ Phone # _____

Address, Street _____ City _____ Zip Code _____

CITY SERVICES SUPPORT:

City Code 66-15, D-2 The City reserves the right, as part of the permitting process, to require the applicant to pay for additional operational costs of the City associated with the event.

FOR EVENTS IN CITY PARKS, GARBAGE PICK-UP WILL BE MADE ONLY TO GARBAGE CANS ON SITE. ADDITIONAL GARBAGE MUST BE BAGGED AND REMOVED FROM PREMISES BY EVENT SPONSOR.

ELECTRIC:

Will electric be needed for the event? Yes No

What will you be providing electric to? _____

Will generators be used? Yes No *see Special Events Inspection list for compliance*

If yes, INCLUDE SITE DRAWING INDICATING PLACEMENT/LOCATION OF GENERATOR

SIZE OF GENERATOR(S) _____ FUEL SOURCE - GAS - - DIESEL - - PROPANE -

TENTS/CANOPIES/POP-UPS: See appendices for compliance checklist – all tents will be inspected **

Will Tents/Canopies or other membrane structures be erected at event? Yes No
Will a bounce house or other air supported structures be erected at event? Yes No

NOTE – Appropriate anchoring is required for all tents, canopies, and pop-up structures

Please list size(s) of Tents/Canopies or other temporary structures erected* 10 x 10 in Centennial Park

ANCHORING INTO PAVEMENT IS PROHIBITED!

If anchoring in grass, soil areas please contact the NYS Dig Safe # at: 1-800-962-7962 or 811

STREET CLOSURE(S):

ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE

Will street(s) need to be closed for the event? Yes No Reason: _____

List Street(s) and Cross Street(s) that will be affected:

Ellicott Ave from Richmond to before & Washington
Street to be closed Cross Streets
One End of Park Street to be closed &
Street to be closed Cross Streets
Street to be closed &
Street to be closed Cross Streets

Will street barricades be requested from the City? Yes No How Many? 5 or 6

Will traffic cones be requested from the City? Yes No How Many? Not sure how many will be needed.
(Drop off locations of requested items must be identified on the site drawing)

BANNERS / SIGNS OR OTHER DECORATIONS ARE NOT TO BE ATTACHED TO STREET BARRICADES, TRAFFIC CONES, LIGHT POLES, OR ANY OTHER CITY PROPERTY

Are there any other city materials or personnel requested for the event? Identify below: *(there may be additional costs)*

6 trash cans 6 Barricades

POLICE

Will City Police Officers be requested for the event? Yes No

FINAL DETERMINATION FOR NUMBER OF POLICE OFFICERS and UTILIZATION WILL BE AT THE DISCRETION OF THE CITY.

PLEASE NOTE:

1. Be as specific as possible in the description so we have the best understanding of your event. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
2. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** by any Vehicle or Concession at any time.
3. An Emergency Vehicle Safety Lane Must be Maintained at All times at All Locations
4. Fuel Containers Must be of an Approved type and Must be Properly Secured
5. Deep Fryers Must Be Approved. Commercial Types Require a Type "K" Portable Fire Extinguisher
6. All Food Vendors Must Have a Type ABC Fire Extinguisher. All Fire Extinguishers Must Be Inspected Within The Last Year. **A Valid Health Department Permit Must Be Displayed.**
7. No grease or substance of any kind may be discharged upon the streets, sidewalks, or into the storm drains and/or sewers
8. City Sign Ordinances Shall Be Complied With At All Times And In All Regards
9. No paint or other markings may be placed on the street surface.
10. Additional operational costs of the City, as determined by City Departments, must be paid by the event sponsor at the conclusion of the event. The application fee is due at time of submission and is non-refundable.
11. Vendor/participants must also follow all inspection/temporary structure rules found in the appendices (pg 6-7)
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

Downtown BID, the organizer/sponsor, shall indemnify, hold harmless, assume liability for and defend the City of Batavia, its employees, officers and agents from any and all damages, costs and expenses including but not limited to, attorney's fees, court costs, and all other sums which the City of Batavia its employees, officers and agents may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Batavia or by any act or omission of the

Downtown BID (Organizer/Sponsor), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

5/25/22
Date:

Downtown Batavia Business Improvement
Name of Event Sponsor:

Shannon Maute Executive Director
Authorized Signature, Title

Shannon Maute
Name - Printed or Typed

The rules and information contained within this application have been read and will be adhered to.

5/25/22
Date:

Shannon Maute
Signature of Applicant:

Please forward this application to:

**City Clerk's Office
Attention: Events Applications Department
One Batavia City Centre
Batavia, New York 14020**

**SPECIAL EVENT APPLICATION
DEPARTMENT APPROVAL SUMMARY**

FOR OFFICIAL CITY USE ONLY

<u>OFFICIAL USE ONLY</u>				
Department Recommendations:	Approved	Denied	Additional Costs	Department Initials
DPW (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Fire Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Police Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<i>If recommendation is denied, please attach a brief explanation</i>				

<u>OFFICIAL USE ONLY</u>	
_____ <i>Data Received</i>	_____ <i>Council Action: (Approved / Disapproved)</i>
_____ <i>Date of Council Action:</i>	_____ <i>Insurance Received (if applicable)</i>

Event Application #: _____

Department: _____
List Department Name Here

Department Approval

	YES	NO
DPW	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>
Police	<input type="checkbox"/>	<input type="checkbox"/>

Department Cost Estimate: _____
If applicable

Estimate based on: *Fillable table – type your response here:*

--

If Application not Approved, Provide Reason Here: *Fillable table – type your response here:*

--

Submitted By: _____ Name / Title Date Submitted

Appendices

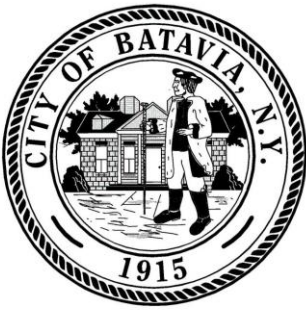
SPECIAL EVENTS INSPECTION

YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available		Do not use unless extinguisher present
	Generator grounded?		Do not use unless grounded
	Inflatable secured to ground?		Do not use unless secured
	Inflatable rods covered?		Do not use unless rods are covered for safety
	Propane tanks secured?		Do not use unless secured
	Outside cooking has appropriate extinguisher?		Do not use unless extinguisher present
	Fireworks display 75 feet from any structure?		Do not light unless in approved location
	Fireworks display has proper extinguishers?		Do not light unless extinguisher is present
	Does cooking under tent meet the safety standard?		Do not cook unless tent is rated for fire resistance or cooking outside tent
	Are Easy up tents properly roped, braced or anchored to withstand elements of weather and collapse?		Do not occupy until proper securing is approved by inspector
	Does Easy up tent have permanent label ID of size and fabric?		Tent not to be used without proper label
	Outdoor cooking that produces sparks or grease laden vapors?		Shall be outside of tents unless tent is fire rated and extinguishers or hood present
	Does the venue have a crowd of 250 people or more?		Must have crowd managers trained as approved by inspector

TEMPORARY STRUCTURE SETUP AND DAILY CHECKLIST (tent and membrane structures)

YES	Item to Verify	NO	Corrective Action
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Is structure at least 20 feet from any property lines?	Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any property lines.
Is structure within 20 feet of any building?	Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any building.
Is structure within 20 feet of another structure?	Evaluate all structures within 20 feet of each other as a single structure meeting all applicable requirements.
Is structure within 20 feet of parking?	Restrict parking or relocate structure at least 20 feet from parking.
Is structure within 20 feet of any internal combustion engines?	Do not use internal combustion engine until relocated at least 20 feet from structure.
Are "No Smoking" signs posted inside and outside?	Do not occupy or use structure unless no smoking signs are posted and enforced.
Are fireworks and unapproved open flames prohibited inside and outside the structure?	Do not occupy or use structure unless fireworks and all unapproved open flames are prohibited in the structure and within 20 feet of exterior of structure.
Are all points in the structure within 100 feet of an exit?	Do not occupy or use structure unless sufficient nearby exits are provided.
Ensure "Exit" signs are posted and clearly visible.	Do not occupy or use structure unless required "Exit" signs are provided.
Ensure "Exit" signs are illuminated.	Do not use or occupy structure unless illuminated exits are provided.
Ensure that exit signs have either two separate circuits or two sources of power depending on occupant load.	Do not use or occupy structure until a minimum of two circuits or sources of power are provided as required. Typically this is accomplished through the use of AC Powered Exit signs with internal battery backup.
Are exits open and uncovered?	Do not occupy or use structure unless all required exits are functional.
Are all aisles at least 44 inches wide? Do aisles increase in width where required?	Do not occupy or use structure unless proper aisle widths are maintained.
Is the Occupant Load posted appropriately?	Do not occupy or use structure unless the correct occupant load is posted appropriately.
Ensure emergency lighting is provided.	Do not use or occupy structure unless emergency lighting is provided.
Is a label permanently affixed to the structure bearing the identification of size and material type?	Do not use or occupy structure unless label is present.
2A:10BC Fire extinguishers are provided (see information packet for minimum number required).	Do not use or occupy structure until sufficient, properly sized, fire extinguishers are provided.
At least one 4OBC rated fire extinguisher shall be provided for each kitchen, mess hall, power generator, or transformer and at locations where flammable or combustible liquids are used, stored, or dispensed.	Do not use or operate any of these hazards unless appropriate fire extinguishers are provided as described in Temporary Membrane Structures, Tents and Canopies document and applicable codes.
Weeds and other combustible vegetation shall be removed from within 30 feet of the structure area.	Do not use or occupy the structure unless combustible vegetation has been removed from the specified area.
The floor surface inside, including the grounds adjacent to or within 30 feet outside of temporary tents, canopies, and membrane structures, shall be kept free of combustible waste.	Do not use or occupy the structure unless combustible waste is removed or stored in proper containers.
Such waste shall be stored in approved containers until removed from the premises.	Do not use or occupy the structure unless trash containers have been emptied from the previous day.
Outdoor cooking that produces sparks or grease-laden vapors. Must be outside tent.	Do not use cooking source under tent
Is tent secure	20 lbs per leg or tent stakes
Inspection performed by: _____ Date: _____	



Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 20, 2022

Subject: LED Phase II – National Grid Street Light “Buy Back”

The City of Batavia has invested in replacing all City owned street lights with LED’s through a New York Power Authority LED Street Light Conversion Program.

The replacement project for City owned street lights (Phase I) is kicking off this week and in the next six months the lights will be replaced to LED’s. This will save in energy, maintenance, and cost while improving the overall quality of lights and public safety. In Phase I, 600 City owned lights will be converted to LED.

The remaining 948 lights, mainly in residential neighborhoods, are owned by National Grid. As part of the City’s electric bill we currently pay National Grid for the energy, delivery and operations and maintenance of these lights.

Several other municipalities have decided to buyback/acquire the street lights from National Grid to upgrade them to LED, and have control over replacement and maintenance of the lights. With assistance from the New York Power Authority, the City can purchase the National Grid street lights to make LED replacements and remain budget natural or better in the General Fund (Phase II).

By completing a full LED replacement project (Phase I and Phase II) the city will have new, 10 year warrantied lights. The savings we will realize each year in operations and maintenance to National Grid and will cover the cost of annual finance/bond payments. The total project cost is estimated at \$1.7 million and will qualify for long-term financing.

I recommend that City Council approve a resolution authorizing the City Manager to draft a letter to buyback National Grid street lights at a cost of \$226,038, and request the preparation of a Purchase and Sale Agreement.

#-2022

**RESOLUTION TO AUTHORIZE ACQUISITION OF NATIONAL GRID LIGHTS IN
THE CITY OF BATAVIA AND REQUEST NATIONAL GRID PREPARE A PURCHASE
AND SALE AGREEMENT**

Motion of Councilmember

WHEREAS, the City of Batavia is desirous to upgrade the lighting quality in the City of Batavia and is taking steps to replace all City owned street lights with LED (LED Phase I); and

WHEREAS, National Grid owns 948 street lights within the City, primarily in residential neighborhoods; and

WHEREAS, the City has the option to buy back or acquire the street lights from National Grid for \$226,038 and work with the New York Power Authority to complete a full LED Street Light Conversion (LED Phase II); and

WHEREAS, by purchasing the lights from National Grid the City will own and maintain the lights, continue to pay National Grid for electric and delivery, but not operations and maintenance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia authorizes the City Manager to draft a letter to acquire National Grid Street lights, and request the preparation of a Purchase and Sale Agreement.

**Second by Councilmember
and on roll call**

LED Street Light Conversion Program

Since 2016, National Grid's street light conversion program has promoted the transition of company-owned roadway (cobra head) style street lights to more energy efficient light emitting diode (LED) technology.

The program is open to all Upstate New York municipal and other governmental street lighting customers with National Grid-owned roadway luminaires taking service under the Company's Service Classification No. 2 street light offering.

Eligible customers should contact their National Grid representative, who can outline the program details, estimate annual savings, review the conversion cost, describe National Grid and NYSERDA energy efficiency incentives for LED conversion, and next steps.

Benefits of Converting to LED Street Lighting

Municipalities are very interested in reducing energy consumption, and street lights often represent the single largest portion of their monthly electricity usage. LED street lights are more energy efficient, consuming just one-third to one-half the kilowatt hours that power the high pressure sodium (HPS) and metal halide (MH) lights that are commonly in use today. LEDs have no filament, produce less heat, and are anticipated to require far less maintenance over time. They are instant on, requiring no warmup period to reach full brightness, and provide far greater color rendering, making it easier for drivers and pedestrians to recognize objects.

LED Conversion Process

Following initial conversations with their National Grid representative, interested customers should submit a written request for the cost of LED conversion.

National Grid will calculate the per-unit conversion cost, which represents the average, undepreciated (net book) value of each high-intensity discharge (HID) roadway luminaire type in the customer's taxing district. To take advantage of the conversion program, the customer would be required to provide upfront payment of the



remaining asset value of the in-service luminaires being removed.

The cost of the new LED luminaire, installation and future maintenance is included in the monthly facility rate stated in the tariff, similar to all other company-owned street light offerings.

The company will provide to the customer:

- The inventory of existing HID roadway luminaires, including luminaire information for each location.
- The per-unit net book value (NBV) for each HID roadway luminaire type in the customer's taxing district, which is valid for 180 days.

The customer will:

- Provide the company a formal request on customer letterhead by an authorized representative to proceed with a conversion plan including:
 - The total number of roadway street lights to be converted and their locations, and;
 - The desired LED luminaires per location.
- Commit to convert a minimum of 15 percent of its total roadway luminaires or a minimum of 100 luminaires, (whichever quantity is greater).
- Determine the financing option and method of payment for the retirement of the existing roadway luminaires:
 - A single, upfront payment to National Grid.
 - Independent financing, such as through the NY Green Bank (see page 3).

LED Street Light Conversion Program cont.

- Funding through National Grid as a “Bill Surcharge” to be applied in equal monthly payments over a period not to exceed 10 years. The interest payment on the value funded by the company will be based upon the company’s current average cost of capital over the period designated by the customer.
- Provide a purchase order, promissory note or other acceptable form of payment.

Limitations or Restrictions

- National Grid can convert up to 20 percent of its roadway luminaires to LED technology annually. Customer participation is on a first-come, first-served basis. Interested customers must commit to converting a minimum of 15 percent of their total roadway luminaires or a minimum of 100 luminaires per year (whichever number is greater). The plan does not provide for individual end-of-life replacement or repositioning/relocation or other support facility changes for the LED luminaires. Replacement schedules are based on anticipated availability of LED fixtures and labor resources.

National Grid Energy Efficiency Incentive

National Grid offers an energy efficiency incentive program to assist Upstate New York municipal street light customers with reducing the upfront cost of converting HID roadway street lights to LED technology.

The initial cost of converting to LED is a barrier to many interested communities. National Grid’s program provides an incentive of \$50 - \$100 per fixture, based on the fixture wattage installed. The incentive is available on a first-come, first-served basis and is issued following the conversion of customer-owned and company-owned roadway (cobra head style) luminaires.

Process for Company-owned Luminaires

Customers wanting to convert company-owned luminaires to LED:

- Submit a request in writing to their National Grid representative
- Commit to converting a minimum of 15 percent of their total roadway luminaires or a minimum of 100 luminaires (whichever quantity is greater)
- Pay the undepreciated (net book) value of the existing HID luminaires to be removed

Upon receipt of the written request, National Grid will provide customers with:

- The per unit conversion cost for their municipality, representing the net book value of the installed roadway luminaires, which is valid for 180 days
- The number and inventory of existing roadway luminaires, including luminaire information for each location

National Grid is offering the following per-fixture incentives:

Eligible customers can learn more by contacting their National Grid representative, who can outline the program details, present the per-unit energy savings and cost differences, and discuss the energy efficiency incentive offering.

National Grid Tariff Luminaire Reference	LED Luminaire Delivered Lumens	LED Luminaire System Wattage	Proposed EE Incentive Payment
	(L)	(W)	(\$)
Customer-Owned	1-2000	0-24	0.00
National Grid B	2001-4000	25-47	50.00
National Grid C	4001-8000	48-95	65.00
National Grid D	8001-14000	96-153	75.00
Customer-Owned	14001-20000	154-209	85.00
National Grid F	20001-30000	210+	100.00



LED Street Light Conversion Program cont.

- National Grid's selection of LED luminaire units from which to choose

The customer then provides to the company:

- The number, type and location of luminaires it wants converted
- The specific National Grid LED luminaire it chooses to have installed for each HID type and wattage

Following payment of the NBV of the undepreciated HID luminaires, National Grid will add the conversion to its work schedule and then confirm and commit the applicable incentive dollars.

When the installation of the new LED fixtures is completed the incentive payment will be released to the customer when available.

Process for Customer-owned Luminaires

Customers wanting to convert customer-owned luminaires to LED:

- Submit a request in writing to their National Grid representative
- Provide a listing of the number, type and location of luminaires it wants converted
- Provides sales cut sheets of the new LED street lights to be installed

Additional Information:

Characteristics of LED street lighting technology

The human eye responds differently to the spectrum of light produced by LEDs when compared to light from high pressure sodium lamps. This makes it possible for a LED street light to appear as bright, or brighter, than an HPS street light, at a lower level of delivered lumens.

Visually, LEDs produce a distinctly "whiter" light compared to high pressure sodium's more "yellow" hue. This difference should be considered when specifying which luminaires to convert, particularly in situations where LED and HPS street lights may be on the same street or in close proximity.

In 2016, the American Medical Association cautioned that exposure to blue-rich, high intensity LED light may

result in excessive road glare and health-related issues in both humans and animals. The U.S. Department of Energy (DoE) responded that "there's nothing inherently dangerous about LED lighting, it should be used with the same prudence with which we use any other technology."

National Grid encourages customers considering LED conversion to seek additional information from their knowledgeable lighting professionals in order to make fully informed decisions.

Please refer to the links below to learn more:

AMA: <https://www.ama-assn.org/ama-adopts-guidance-reduce-harm-high-intensity-street-lights>

DoE: <https://energy.gov/eere/ssl/articles/get-facts-led-street-lighting>

NYSERDA Clean Energy Communities Program

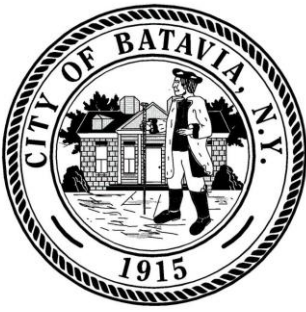
The New York State Energy Research and Development Authority's (NYSERDA) program offers local governments grant funding after completing four of 10 High Impact Actions and earning a Clean Energy Community designation. Included among the 10 High Impact Actions is the conversion of municipal and utility-owned cobra head style street lights to LED technology. Local governments must convert a minimum of 50 percent of these street lights to LED within their geographic jurisdiction.

Visit <https://www.nyserdera.ny.gov/All-Programs/Programs/Clean-Energy-Communities> for details on NYSERDA's Clean Energy Communities program.

NY Green Bank Financing Option

The NY Green Bank, a division of NYSERDA, offers an option for customers seeking ways to finance the obligation owed on the existing luminaires to be removed. The financial arrangement is directly tied to the energy savings resulting from the conversion of roadway fixtures to LED technology. Interested customers will need specific information provided by National Grid before they can begin discussions about financial arrangements with NY Green Bank.

Visit <https://greenbank.ny.gov/> to contact or learn more about NY Green Bank.



Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 20, 2022

Subject: NYS Consolidated Funding Application Green Innovation Grant Program

The City of Batavia has invested in an advanced water meter infrastructure system that allows meters to be read remotely. The technology, a fixed-base radio antenna, allows reading meters to be much more efficient and effective.

These grant funds will be used to implement efficiency through installation of new water meters throughout the City of Batavia water system. The grant will maximize opportunities to leverage the multiple benefits of new water meters.

One-Third of the ~5,600 City of Batavia water meters have been replaced to this new technology. The new meter system facilitates the quick discovery of water leaks, and leads to water and energy savings. The City would like to replace another 3,871 meters and is seeking grant funds to do so.

The NYS Consolidated Funding Application Green Innovation Grant Program will fund up to 75% of the project cost and requires a 25% local match. The City has estimated that the entire project will cost \$1,968,400. The local match of \$492,100 will be funded through Water Fund Reserves.

This initiative is a critical step to continue to advance the progress of the City's Water System, to save energy and to assist residents with real-time data. I recommend that City Council approve the following resolutions:

1. Resolution To Submit A Consolidated Funding Application Green Innovation Grant Program For A Water Meter Upgrade Project
2. A Resolution To Declare SEQR Type II Action For Water Meter Upgrade Project

#-2022

RESOLUTION TO SUBMIT A CONSOLIDATED FUNDING APPLICATION GREEN INNOVATION GRANT PROGRAM FOR A WATER METER UPGRADE PROJECT

Motion of Councilmember

WHEREAS, the City of Batavia owns and operates a municipal water system that includes water meters for residential, commercial and industrial customers; and

WHEREAS, the City is desirous to upgrade meters to the latest technology that includes remote radio reads; and

WHEREAS, the City has invested in replacement of customer meters and has replaced 1/3 of the meters across the City; and

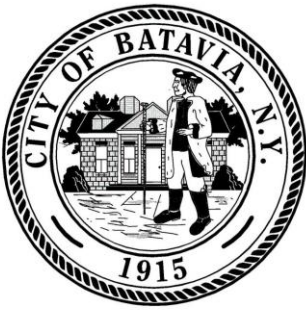
WHEREAS, the New York State Environmental Facilities Corporation will offer grants to municipalities to help mitigate the effects of climate change through the Green Innovation Grant Program and up to \$15 million has been made available for this round; and

WHEREAS, the City has estimated that the entire project will cost \$1,968,400 and will commit to a 25% local match; and

WHEREAS, the local match of \$492,100 will be funded through Water Fund Reserves.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia approves the submission of a NYS Consolidated Funding Application Green Innovation Grant Program and commits \$492,100 in Water Fund Reserves as a match to the project.

**Second by Councilmember
and on roll call**



Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 20, 2022

Subject: NYS Consolidated Funding Application Green Innovation Grant Program

The City of Batavia has invested in an advanced water meter infrastructure system that allows meters to be read remotely. The technology, a fixed-base radio antenna, allows reading meters to be much more efficient and effective.

These grant funds will be used to implement efficiency through installation of new water meters throughout the City of Batavia water system. The grant will maximize opportunities to leverage the multiple benefits of new water meters.

One-Third of the ~5,600 City of Batavia water meters have been replaced to this new technology. The new meter system facilitates the quick discovery of water leaks, and leads to water and energy savings. The City would like to replace another 3,871 meters and is seeking grant funds to do so.

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This initiative is a critical step to continue to advance the progress of the City's Water System, to save energy and to assist residents with real-time data. I recommend that City Council approve the following resolutions:

1. Resolution To Submit A Consolidated Funding Application Green Innovation Grant Program For A Water Meter Upgrade Project
2. A Resolution To Declare SEQR Type II Action For Water Meter Upgrade Project

#-2022

RESOLUTION TO SUBMIT A CONSOLIDATED FUNDING APPLICATION GREEN INNOVATION GRANT PROGRAM FOR A WATER METER UPGRADE PROJECT

Motion of Councilmember

WHEREAS, the City of Batavia owns and operates a municipal water system that includes water meters for residential, commercial and industrial customers; and

WHEREAS, the City is desirous to upgrade meters to the latest technology that includes remote radio reads; and

WHEREAS, the City has invested in replacement of customer meters and has replaced 1/3 of the meters across the City; and

WHEREAS, the New York State Environmental Facilities Corporation will offer grants to municipalities to help mitigate the effects of climate change through the Green Innovation Grant Program and up to \$15 million has been made available for this round; and

WHEREAS, the City has estimated that the entire project will cost \$1,968,400 and will commit to a 25% local match; and

WHEREAS, the local match of \$492,100 will be funded through Water Fund Reserves.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia approves the submission of a NYS Consolidated Funding Application Green Innovation Grant Program and commits \$492,100 in Water Fund Reserves as a match to the project.

**Second by Councilmember
and on roll call**



Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 20, 2022

Subject: NYS Consolidated Funding Application Green Innovation Grant Program

The City of Batavia has invested in an advanced water meter infrastructure system that allows meters to be read remotely. The technology, a fixed-base radio antenna, allows reading meters to be much more efficient and effective.

These grant funds will be used to implement efficiency through installation of new water meters throughout the City of Batavia water system. The grant will maximize opportunities to leverage the multiple benefits of new water meters.

One-Third of the ~5,600 City of Batavia water meters have been replaced to this new technology. The new meter system facilitates the quick discovery of water leaks, and leads to water and energy savings. The City would like to replace another 3,871 meters and is seeking grant funds to do so.

The NYS Consolidated Funding Application Green Innovation Grant Program will fund up to 75% of the project cost and requires a 25% local match. The City has estimated that the entire project will cost \$1,700,000. The local match of \$425,000 will be funded through Water Fund Reserves.

This initiative is a critical step to continue to advance the progress of the City's Water System, to save energy and to assist residents with real-time data. I recommend that City Council approve the following resolutions:

1. Resolution To Submit A Consolidated Funding Application Green Innovation Grant Program For A Water Meter Upgrade Project
2. A Resolution To Declare SEQR Type II Action For Water Meter Upgrade Project

#-2022

RESOLUTION TO SUBMIT A CONSOLIDATED FUNDING APPLICATION GREEN INNOVATION GRANT PROGRAM FOR A WATER METER UPGRADE PROJECT

Motion of Councilmember

WHEREAS, the City of Batavia owns and operates a municipal water system that includes water meters for residential, commercial and industrial customers; and

WHEREAS, the City is desirous to upgrade meters to the latest technology that includes remote radio reads; and

WHEREAS, the City has invested in replacement of customer meters and has replaced 1/3 of the meters across the City; and

WHEREAS, the New York State Environmental Facilities Corporation will offer grants to municipalities to help mitigate the effects of climate change through the Green Innovation Grant Program and up to \$15 million has been made available for this round; and

WHEREAS, the City has estimated that the entire project will cost \$1,700,000 and will commit to a 25% local match; and

WHEREAS, the local match of \$425,000 will be funded through Water Fund Reserves.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia approves the submission of a NYS Consolidated Funding Application Green Innovation Grant Program and commits \$425,000 in Water Fund Reserves as a match to the project.

**Second by Councilmember
and on roll call**

#-2022

**A RESOLUTION TO DECLARE SEQR TYPE II ACTION FOR WATER METER
UPGRADE PROJECT**

Motion of Councilmember

WHEREAS, This notice is issued pursuant to 6 NYCRR Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law; and

WHEREAS, The City Council of the City of Batavia, as the only Agency authorized to effectuate improvements to the City water system and is, therefore, the only agency authorized to act as lead agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the proposed project involves the replacement of existing municipal water meters with new technology radio read meters to improve meter reading efficiency; and

WHEREAS, the proposed action described below is a Type II action, pursuant to 6 NYCRR 617.5(c)(2), and will not have a significant adverse effect on the environment; and

WHEREAS, pursuant to 6 NYCRR 617.5(c)(2) this project is a replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4.

NOW, THEREFORE, BE IT RESOLVED, that based on City Councils review, and in consideration of the criteria set forth in 6 NYCRR 617.5 identifying Type II Actions under SEQRA, the replacement of existing water meters is a Type II action under SEQR pursuant to 6 NYCRR Part 617.5(c)(2) and requires no further review.

**Second by Councilmember
and on roll call**



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 20, 2022

Subject: School Resource Officer (SRO)

In 2019, amended in 2020, and renewed in 2022 the Batavia City Council authorized the creation of a new position, School Resource Officer (SRO), within the Batavia Police Department. The agreement provides for one officer to staff the Batavia City School District (BCSD). BCSD has expressed interest in adding an additional officer starting in September 2022 by modifying the existing agreement.

- The City will provide two officers to the BCSD. The officers will be full-time City of Batavia law enforcement officer with excellent communication skills, ability to relate to children and students and planning skills.
- The BCSD will reimburse the City of Batavia 100% of both officers' salaries and employee benefits, including any overtime actually worked.
- The City will assign two full-time SRO's to the School according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year.
- The City remains responsible for providing a vehicle, uniform, training and equipment for both SRO's.
- Services for the SRO's will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.
- The term of this Agreement commences July 12, 2022 and expires on June 30, 2025.

I recommend that the City Council of the City of Batavia approve the amended SRO agreement between the City of Batavia and the BCSD to add an additional officer.

#-2022

**A RESOLUTION TO ENTER INTO AN SCHOOL RESOURCE OFFICER
AGREEMENT WITH THE BATAVIA CITY SCHOOL DISTRICT FOR A SCHOOL
RESOURCE OFFICER**

Motion of Councilmember

WHEREAS, the City of Batavia and the Batavia City School District (BCSD) are desirous of working together to promote and maintain an atmosphere of safety for students, staff, faculty, administrators and visitors to the District; and

WHEREAS, the City and the District have worked together since 2019 to place a police officer on site at the School District to serve as the School Resource Officer (SRO); and

WHEREAS, Both parties agree that the SRO has been successful in assisting the District, school officials, students and families prevent crime, enforce campus security, build relationships, and act as a liaison between the District and other law enforcement personnel; and

WHEREAS, the City and BCSD will continue working together and provide two officers (full-time) to encourage, develop and foster communications and dialogue between students, the school community and law enforcement; and

WHEREAS, The BCSD will reimburse the City of Batavia 100% of the officers salary and employee benefits and services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle.

WHEREAS, the billing cycle will be on a quarterly basis; and

WHEREAS, the City will assign two full-time SRO to the School according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year; and

WHEREAS, the City remains responsible for providing a vehicle for the SRO's as well as the SRO's uniform, equipment, and training, and

WHEREAS, the term of this Agreement commences July 12, 2022 and expires on June 30, 2025.

NOW THEREFORE, BE IT RESOLVED, that the City Council President for the City of Batavia is hereby authorized to sign a School Resource Officer (SRO) Agreement between the City of Batavia and the Batavia City School District.

**Seconded by Councilmember
and on roll call**

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this “**Agreement**”) is made as of ~~April 11, 2022~~July 12, 2022 by and between the **City of Batavia, New York, Police Department**, whose principal address is 10 Main Street, Batavia, New York 14020 (hereafter referred to as the “**City**”); and **Batavia City School District**, whose principal address is 260 State Street, Batavia, New York 14020 (hereinafter referred to as the “**School District**”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“**GML**”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of ~~an~~officers of the City to serve as School Resource Officers at the School District;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **General Terms and Conditions.**

- a. The City and School District enter into this Agreement for the purpose of ~~placing a~~City Law Enforcement Officers on site at the School District to serve as ~~a~~SRO’s. The City will assign ~~the~~SRO’s to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein and in accordance with the Collective Bargaining Agreement (CBA) between the City and City of Batavia Police Benevolent Association (PBA).
 - b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.
 - c. The SRO’s shall be subject to all other personnel policies and practices of the City.
2. **Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with ~~one (1)~~two (2) full-time SRO’s designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

The City agrees to have the SRO's on site at the designated School District building and hours each day that school is in session during the school year between September 1st and June 30th.

The SRO's shall be on site at the designated School District facilities for school events such as sporting events or district meetings as needed.

3. **Term.** The term of this Agreement commences ~~April 11, 2022~~ September 1, 2022 and expires on June 30, 202545 (the "Term").

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Council.

4. **Payment.**

- a. **SRO Compensation.** The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.
- b. **City Compensation.** The School District shall pay to the City 100% of the SRO's salary during the Term of this Agreement, to include retirement, holiday pay, longevity, Medicare payments, FICA, workers comp, medical insurance, life insurance, overtime compensation and any other miscellaneous benefits as per the current CBA. All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the City. Services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.
5. **School District Duties.** In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

- a. Review that the SRO's hasve received all training required under the terms of this Agreement;
- b. Train the School District staff annually regarding appropriate role ~~of the~~ SRO's in schools, and appropriate conditions under which an SRO's assistance may be requested;
- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status.

- d. To the extent permitted by law and/or School District policy, provide designated SRO's with an office which includes access to a location for files and records that can be properly locked and secured. Access to other general office equipment such as fax machines, copy machines, etc. The District agrees to provide the SRO's with a laptop computer, dedicated printer, necessary office supplies, access to the network and to work with the City's IT consultants and/or installers to ensure that the SRO's have appropriate access to appropriate criminal justice databases as well as internet access.
- e. The School District acknowledges that the SRO's may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. **City Duties**

a. **General Obligations of the City.** The City will:

- i. Train the SRO's regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter.
- ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, gender, age, race/ethnicity, and disability. The City shall provide this data to the School District at least once each year during the term of this Agreement.
- iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.

b. **Duties of SRO.** The City shall also provide the School District with ~~an~~ officers capable of providing the following SRO services:

- i. Report directly to the City Police Chief or his/her designee.
- ii. Patrol and observe all areas of the school buildings and grounds.
- iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, using force only when necessary.
- iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations. Make appropriate referrals as necessary.

- v. Report all violations of law, school rules, regulations or policies to school administration.
 - vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
 - vii. Act as liaison with police and other emergency personnel.
 - viii. Build relationships by being a liaison between the police department and the School District.
 - ix. Advise school administration of any circumstances or situation, coming to the SRO's attention, that may create any potential harm to persons, or damage to, or loss of property.
 - x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
 - xi. Become familiar with all hidden recesses in the building and check them as time permits.
 - xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
 - xiii. Question any individual not having appropriate identification to ascertain his/her business on school property and take appropriate action.
 - xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
 - xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to impaired driving, weapons, sale, and use of illegal drugs, etc.
 - xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
 - xvii. Educate potential school-age victims in crime prevention and safety.
 - xviii. Develop or expand crime prevention efforts for students.
- c. **Event Duties.** Upon request of the School District, the City will provide the SRO's for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
- d. **All Duties.** SRO's shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. ~~The~~ SRO's shall not detain or question students for the sole purpose of ascertaining their immigration status. ~~The~~ SRO's shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without

discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

7. **SRO Program Objectives.** The objectives of the SRO program are to:

- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
- b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
 - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.
 - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- c. Facilitate crime prevention, Law Enforcement, and security consultation;
- d. Build lines of communication and promote positive attitudes between students and the City's Police Department;
- e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;
- f. Provide a positive role model to the students; and
- g. Provide education in Law Enforcement, as requested and appropriate.

8. **Qualifications of SRO.** All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. AllThe SRO's shall meet the following qualifications:

- a. Be a full time, City of Batavia law enforcement officers certified by the State of New York with law enforcement experience;

- b. Have excellent communication skills;
 - c. Be able to relate well to children of all ages; and
 - d. Possess good coordinating and planning skills.
9. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by ~~the~~ SRO under this Agreement shall be performed in such capacity. The SRO's shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO's shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. In the event the School District has made all payments due under Paragraph 4(b), the City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Batavia City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.
10. **Absences and Replacements.**
- a. **Absences.** In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor and School designee. In the event of long-term absences, the Chief of Police or designee will meet with ~~meet~~ the District Superintendent or designee and assign a fill-in officer on a case-by-case basis when City staffing levels allow for such assignment.
 - b. **Replacements and Removals.** In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent of Schools and the City shall thereafter meet to determine if a replacement SRO can

be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

- i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate anthe SRO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.
- ii. In the event of the resignation, dismissal or reassignment of anthe SRO, or in case of long- term absences by anthe SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

11. **Confidentiality**. The City acknowledges and agrees that, in the course of providing these services, the City may obtain confidential information and records about the School District, its students and employees, and School District practices and procedures. The parties agree that they shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the New York State Education Law. The School District will provide the SRO's training on his/her obligation under FERPA and Education Law Section 2-d. The parties further agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement unless required to do so by law or court order, and shall share such information with each other only if permitted by law. Required disclosures pursuant to the Freedom of Information Law or other applicable law or regulation shall not be considered a breach of this Agreement.

12. **Indemnification**.

The City shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, reasonable attorney's fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the City, its officers, employees, agents and representatives.

- a. The School District shall indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the School District, its officers, employees, agents and representatives.

13. **District Code of Conduct and Searches**.

- a. Investigations involving possible infractions of the District's Code of Conduct and the imposition of discipline thereunder are the responsibility of the District's administration. While ~~an~~the SRO may act as a resource to a school administrator during an investigation, the SRO's may not directly question students or assign discipline.
 - b. School officials may conduct searches of students' property and person as permitted by New York State Law. The SRO's should not become involved in administrative searches unless specifically requested by the school to provide security, protection, or for handling of contraband. Administrative searches must be at the direction and control of the school principal. At no time shall the SRO's request that an administrative search be conducted for law enforcement purposes or have school staff act as his/her agent.
14. **Non-Appropriation.** Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.
15. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.
16. **Assignment.** This Agreement may not be assigned by either party.
17. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.
18. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
19. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

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

CITY OF BATAVIA

BATAVIA CITY SCHOOL DISTRICT

Eugene Jankowski Jr., City Council President

Jason Smith., Superintendent

Date _____

Date _____

SEAL

SEAL

Rachael Tabela, City Manager

Date _____

SEAL

Shawn Heubusch, Police Chief

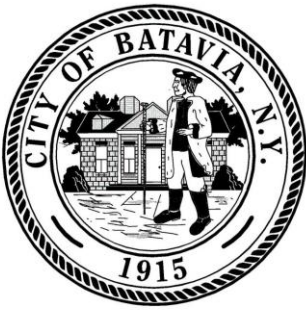
Date _____

SEAL

ADDENDUM A

Parents' Bill of Rights for Data Privacy and Security

DRAFT



Memorandum

To: Rachael Tabelski, City Manager

From: Brett Frank, Director of Public Works

Date: June 20, 2022

Subject: Jackson Square – Bid Rejection

Bids for the renovation of Jackson Square were received and opened on April 22, 2022. The project is for the enhancement of Jackson Square and was approved for the Downtown Revitalization Initiative (DRI) in the City of Batavia. A request for construction bids were released for a contractor to construct the project as specified in the project construction documents. The lowest bidder (base bid) was Mark Cerrone, Inc. of Niagara Falls in an amount of \$654,000.

<u>Bidder</u>	<u>Project Bid</u>
Mark Cerrone, Inc.	\$654,000
Scott Lawn Yard	\$870,000
Whitney East	\$1,002,800

Based on the recommendation of the architect, City Council approved the award of a contract for construction for the enhancement of Jackson Square to Mark Cerrone, Inc. for the amount of the base bid and the addition of alternate #1 of the construction bid for a total award amount of \$685,500. Following the award of the bid a letter of intent was sent to Mark Cerrone, Inc. On May 27 the contractor sent a letter to my office increasing the amount of their bid to \$847,950.00. The bidder refused to proceed with the project as bid, claiming significant mistakes and the need to adjust the contract price. After numerous attempts by City management to resolve the issue, we are requesting Council to rescind the contract award to Mark Cerrone, Inc. and reject the remaining two bids associated with the project. The City of Batavia and Architectural Resources plan to rebid the project on July 11, 2022.

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov

#-2022

A RESOLUTION TO RESCIND AWARD OF CONSTRUCTION CONTRACT TO MARK CERRONE, INC. AND REJECT BIDS FOR CONSTRUCTION SERVICES FOR THE ENHANCEMENT OF THE JACKSON SQUARE PROJECT

Motion of Councilmember

WHEREAS, in accordance with General Municipal Law Section 103, on March 21, 2022 the City of Batavia issued a competitive bid for the renovation of Jackson Square; and

WHEREAS, three (3) bids were received on April 22, 2022 and Mark Cerrone, Inc., was the lowest responsible bidder in the amount of \$654,000.00 for construction for the enhancement of Jackson Square; and

WHEREAS, on May 9, 2022, City Council adopted a resolution, Resolution No. 36-22, that awarded the contract to Mark Cerrone, Inc., in the amount of \$685,000, reflecting the base bid and Alternate #1; and

WHEREAS, after the award the City issued Cerrone a notice of intent consistent with the award; and

WHEREAS, Cerrone failed to honor the bid it issued on the contract, by written correspondence and communications with the City and architect, it improperly and belatedly claimed mistakes in its bid and also sought to negotiate substantial price and scope changes to its bid; and

WHEREAS, Cerrone defaulted on the bid bond it provided by failing to enter a contract for the DRI ENHANCE JACKSON SQUARE PROJECT consistent with the bid and as awarded by the City of Batavia; and

WHEREAS, the City needs to re-bid the DRI ENHANCE JACKSON SQUARE PROJECT; and

NOW, THEREFORE, BE IT RESOLVED, that Mark Cerrone, Inc. is in default of the bid bond obtained to secure its bid for the DRI ENHANCE JACKSON SQUARE PROJECT from The Hanover Insurance Company dated April 22, 2022, due to its failure to enter a contract consistent with its bid; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council rescinds the contract award to Mark Cerrone, Inc. on the DRI ENHANCE JACKSON SQUARE PROJECT; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Batavia that the remaining two bids for the DRI ENHANCE JACKSON SQUARE PROJECT submitted on April 22, 2022 are hereby rejected; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Batavia, that it reserves all rights to move against the bid bond secured by Mark Cerrone, Inc. in connection with its bid on the DRI ENHANCE JACKSON SQUARE PROJECT following re-bidding of the project.

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

DRAFT

#-2022
A RESOLUTION TO APPOINT MEMBERS TO
VARIOUS CITY COMMITTEES/ BOARDS

Motion of Councilmember

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:

Audit Advisory Board

Nicholas Harris
Marc Staley
Paul Battaglia

For the audit years ending 3/31:

2022 - 2024
2022 - 2024
2022 - 2024

Councilmembers:

For the audit year ending 3/31:

2023
2023

**Seconded by Councilmember
and on roll call**

#-2022

A RESOLUTION TO AUTHORIZE BUDGET ADJUSTMENT FOR THE HEALTH INSURANCE FUND FOR 2021/2022 FISCAL YEAR

Motion of Councilmember

WHEREAS, the City of Batavia experienced expenses in the Health Insurance fund in the 21/22 fiscal year, above what was budgeted; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Batavia does hereby authorize the City Manager to amend the budget for the 21/22 fiscal year, effective March 31, 2022, as follows:

Increase expenditure account:

MS1.01.9060 807	Health Insurance Fund-Heath Insurance	\$ 26,676.70
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Increase revenue account:

MS1.00.0000.0000 2680	Health Insurance Fund-Ins. Recovery	\$ 26,676.70
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**Seconded by Councilmember
and on roll call**