



## BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room  
One Batavia City Centre  
June 26<sup>th</sup> 2023 at 7:00 p.m.

### AGENDA

- I. Call to Order
- II. Invocation – Councilmember Briggs
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
  - a. GCASA Overdose Awareness Day – 8/30/23
- VII. Council President Report
  - a. Announcement of the next City Council Meeting to be held on Monday, July 10, 2023 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
- VIII. Presentation
  - a. SRO Presentation
  - b. Ice Rink Chiller
- IX. Public Hearing
  - a. CDBG Housing Rehab Grant
- X. CDBG Housing Rehab Grant Certifying Officer Designation – SEQR
- XI. Labella Grant Writing Services CDBG Housing Rehab Grant- Budget Amendment
- XII. Labella Grant Writing Services For Austin Park- Budget Amendment
- XIII. Ice Rink Chiller Capital Project Authorization
- XIV. Labella Grant Writing Services For Ice Rink Chiller – Budget Amendment

- XV. Ice Rink Chiller Climate Smart Communities Grant
- XVI. Re-Zone Mix Place – Referral to Planning & Development Committee
- XVII. License Agreement Depew/Lancaster Railroad – Jackson Street Water
- XVIII. Hart, Norris, Fairmont Street and Sidewalk Capital Project And Budget Amendment
- XIX. Main Street Grant Application– CFA
- XX. BID Board Member Appointment-Tammy Schmidt
- XXI. RLF Grant – Center Street Smokehouse
- XXII. NYS Consolidated Funding Application – NYS Environmental Facilities Corporation
- XXIII. Executive Session.....Litigation Matters.



# City of Batavia

## **MEMORANDUM**

**To:** Rachael Tabelski, City Manager  
**From:** Heidi J. Parker, Clerk-Treasurer  
**Date:** 6/19/23  
**Subject:** **Event Summary**

Below please find the summary for the events to be reviewed by City Council on June 26, 2023:

### **GCASA Overdose Awareness Day – 8/30/23**

There were no costs from the departments.

**\*\*NOTE** – Event sponsors are responsible for costs that may be incurred because of their event and have been made aware of estimated costs, if any. For final approval, all applicants must submit a certificate of liability insurance to the Clerk's Office prior to the event date.



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

PAID 6/8/23  
CITY OF BATAVIA  
CLERK-TREASURER

Official Use Only:  
2023-37

Event Application #:

**Event Application Fee - \$25.00 (non-refundable)**  
(A separate permit must be issued for each item requested)

Event Sponsor GCASA  
Type of Event Overdose Awareness Day  
Day and Date of Event Wed. August 30, 2023  
Time of Event (don't include set up time here -- just actual event time) 4 - 7 pm  
Location of Event Austin Park  
Details of Event (be as specific as possible) Awareness Event - Speakers, resource tables, live band in the pavilion.

**Contact Information:**

Primary contact:

Name Sue Gagne  
Phone # 585-358-078  
Mailing address 5130 E. Main St, Batavia  
E-mail address sgagne@gcasa.org

Secondary contact:

Amy Kabel  
585-815-3437  
5130 E. Main St, Batavia  
akabel@gcasa.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: gcasa.net

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: 8.30.23 Set up time: 2pm  
Tear down date: 8.30.23 Tear down time: 7pm

**PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:**

Date: 8.30.23 Start time: 4pm End time: 7pm  
Estimated crowd size: 100 # of Vendors/Displays 30

**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

Groove Neil Gagne (585) 750-3428  
Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_  
5509 Ketchum Blvd Batavia NY 14028  
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? music equipment / PA system for Speakers

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\* 10x15 - standard sizes

**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:**

_____	&	_____
<i>Street to be closed</i>	Cross Streets	
_____	&	_____
<i>Street to be closed</i>	Cross Streets	
_____	&	_____
<i>Street to be closed</i>	Cross Streets	
_____	&	_____
<i>Street to be closed</i>	Cross Streets	

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

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)

**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.

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**Hold Harmless Agreement**

\_\_\_\_\_, 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 \_\_\_\_\_ (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.

5/22/2023

Date:

GRASA, Inc.

Name of Event Sponsor:

John Ryan, CFO

Authorized Signature, Title

JoAnn Ryan

Name - Printed or Typed

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

5/22/2023

Date:

John Ryan

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**

<b><u>OFFICIAL USE ONLY</u></b>				
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"/>	_____	_____

*If recommendation is denied, please attach a brief explanation*

<b><u>OFFICIAL USE ONLY</u></b>	
_____	_____
<i>Date 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:*

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

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**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: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 40BC 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

## *Memorandum*

To: Honorable City Council

From: Erik Fix, Assistant City Manager

Date: June 17, 2023

Subject: CDBG Grant Application and SEQR

The City of Batavia is interested in submitting a funding application to the New York State Community Development Block Grant (CDBG) program for the 2023 program year. The Federal assistance grant will be implemented to help income eligible owner-occupied, single-family home owners with essential home improvements. Grant funds would enable homeowners to make home repairs with grant and deferred loan funding. Any single-family homeowner is encouraged to apply.

The City is contracting with LaBella Associates for the purpose of writing and submitting the online grant application. In addition, LaBella will be responsible for preparing an environmental review of the housing program.

In accordance with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFP Part 58, the City Council of the City of Batavia announces its intent to conduct an environmental review of a single-family housing rehabilitation program; and the City of Batavia Council will also be conducting an environmental review pursuant to the State Environmental Quality Review Act. With the help of LaBella Associates, the City Council of the City of Batavia will conduct both NEPA and SEQR environmental reviews of the housing program.

To this end, the City Council designates Erik Fix, Assistant City Manager, as the Certifying Officer, responsible for all activities associated with the environmental review process to be completed in conjunction with the NYS CDBG application.

I recommended that the resolutions to utilize the services of LaBella for grant writing and conduct the SEQR be advanced to the July 10, 2023 City Council Business Meeting. Funds to pay for grant writing will come from VLT aid in the amount of \$7,500.

#XX-2023

**A RESOLUTION TO CONDUCT AN ENVIRONMENTAL REVIEW OF THE CITY OF BATAVIA HOUSING REHABILITATION PROGRAM AND TO DESIGNATE THE ASSISTANT CITY MANAGER AS THE CERTIFYING OFFICER**

**Motion by Councilmember**

**WHEREAS**, the City of Batavia is applying for a CDBG Application; and

**WHEREAS**, that in accordance with the National Environmental Policy Act of 1069 (NEPA) and the related authorities listed at 24 CFP Part 58, the City Council of the City of Batavia announces its intent to conduct an environmental review of a single-family housing rehabilitation program; and

**WHEREAS**, the City of Batavia Council will also be conducting an environmental review pursuant to the State Environmental Quality Review Act.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Batavia will conduct both NEPA and SEQR environmental reviews of the housing program.

**BE IT FURTHER RESOLVED**, that the City Council designates Erik Fix, Assistant City Manager, as the Certifying Officer, responsible for all activities associated with the environmental review process to be completed in conjunction with the NYS CDBG application.

**Seconded by Councilmember  
and on roll call**

**#XX-2023**  
**A RESOLUTION TO ENTER INTO AN AGREEMENT**  
**WITH LABELLA ASSOCIATES FOR GRANT WRITING SERVICES FOR THE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT AND TO AUTHORIZE A BUDGET**  
**AMENDMENT FOR 2023/2024 FISCAL YEAR**

**Motion by Councilmember**

**WHEREAS**, the City of Batavia is applying for a Community Development Block Grant of up to \$500,000 for the 2023 program year.

**WHEREAS**, The Federal assistance grant will be implemented to help income eligible owner-occupied, single-family home owners with essential home improvements; and

**WHEREAS**, the grant applications are due on July 28, 2023; and

**WHEREAS**, the City has a long-standing working agreement with LaBella Associates to provide multiple services including cost of preparing and filing the grant application as well as the SEQR and NEPA on behalf of the City; and

**WHEREAS**, the fees for this service is \$7,500 and a budget adjustment is necessary to utilize VLT funds for this service.

**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 amendment to the 23/24 budget for grant writing services.

Increase Revenue:

A.00.0000.0000 3014	VLT Aid	\$7,500
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Increase expense:

A.01.6460 423	Community Dev. Contract Services	\$7,500
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**Seconded by Councilmember**  
**and on roll call**



May 29, 2023

Rachael Tabelski, City Manager  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

**RE: Proposal for Services  
2023 CFA Application – CDBG grant for City-wide Housing Rehab Program**

Dear Rachael,

As a follow-up to our discussions, I am submitting this letter form of proposal/agreement to assist the City of Batavia with a 2023 CDBG Housing application. The application would request funding for a City-wide Housing Rehab program.

Our fee to prepare the grant application and the Environmental Review Record (ERR) would be \$7,500. The fee includes the cost of preparing and filing the online application as well as the SEQR & NEPA on behalf of the City. Payment of the fee would be due within 30 days of filing the application. The filing date for the application is July 28, 2023.

If the proposal is acceptable, please sign and date the acceptance below and return a copy to me. If you have questions or would like to discuss details associated with this engagement, please call me at your earliest convenience. We look forward to assisting the City with the application.

Sincerely,

Accepted by the City of Batavia

Edward Flynn, AICP  
Director of Planning  
LABELLA ASSOCIATES, D.P.C.

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

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



# City of Batavia

## *Memorandum*

To: Honorable Council Members

From: Erik Fix, Assistant City Manager

Date: June 20, 2023

Subject: Austin Park Grant

The City of Batavia is applying for an Environmental Protection Fund Grant of up to \$500,000 for the 2023 program year. The New York State Office of Parks, Recreation and Historic Preservation assistance grant will be implemented to help complete phase one of the Austin Park Master Plan renovations.

In 2022, LaBella Associates completed a Master Plan for Austin Park. The City is interested in retaining the services of LaBella to complete the online application for the EPF grant for the amount of \$5,000. If awarded the grant, the City would use the funds to replace the existing playground equipment with a new universally inclusive playground. If funds remain, the City will make needed renovations or replace the existing picnic pavilion.

Attached you will find the new master plan for Austin Park for your review.

The grant requires a 25% match. If awarded, the City can fund the match with DPW Equipment Reserves.

I recommend moving the resolution to retain the services of LaBella Associates and apply for the EPF grant to the July 10, 2023 Conference meeting.



#XX-2023

**A RESOLUTION TO ENTER INTO AN AGREEMENT  
WITH LABELLA ASSOCIATES FOR GRANT WRITING SERVICES FOR THE  
ENVIRONMENTAL PROTECTION FUND AND TO AUTHORIZE A BUDGET  
AMENDMENT FOR 2023/2024 FISCAL YEAR**

**Motion by Councilmember**

**WHEREAS**, the City of Batavia is applying for a Environmental Protection Fund Grant of up to \$500,000 for the 2023 program year; and

**WHEREAS**, The New York State Office of Parks, Recreation and Historic Preservation assistance grant will be implemented to help complete phase one of the Austin Park Master Plan renovations; and

**WHEREAS**, the grant applications are due on July 28, 2023; and

**WHEREAS**, the City has a long-standing working agreement with LaBella Associates to provide multiple services including cost of preparing and filing the online application; and

**WHEREAS**, LaBella associates has completed the Austin Park Master Plan in 2022 which includes new playground apparatus and upgrades to the pavilion; and

**WHEREAS**, the fees for this service is \$5,000 and a budget adjustment is necessary to utilize VLT funds for this service.

**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 amendment to the 23/24 budget for grant writing services.

Increase Revenue:

A.00.0000.0000 3014	VLT Aid	\$5,000
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Increase expense:

A.01.6460 423	Community Dev. Contract Services	\$5,000
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**Seconded by Councilmember  
and on roll call**





May 29, 2023

Rachael Tabelski, City Manager  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

**RE: Proposal for Services  
2023 CFA Application – EPF Parks Grant for Austin Park**

Dear Rachael,

As a follow-up to our discussions, I am submitting this letter form of proposal/agreement to assist the City of Batavia with a 2023 CFA EPF Parks application. The application would request funding to make improvements at Austin Park.

Our fee to prepare the grant application would be \$5,000. The fee includes the cost of preparing and filing the online application on behalf of the City. Payment of the fee would be due within 30 days of filing the application. The filing date for the application is July 28, 2023.

If the proposal is acceptable, please sign and date the acceptance below and return a copy to me. If you have questions or would like to discuss details associated with this engagement, please call me at your earliest convenience. We look forward to assisting the City with the application.

Sincerely,

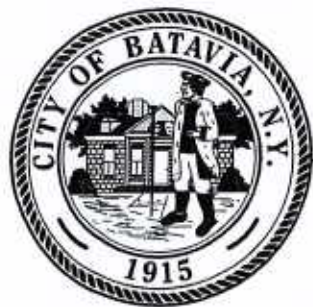
Accepted by the City of Batavia

Edward Flynn, AICP  
Director of Planning  
LABELLA ASSOCIATES, D.P.C.

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

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





# City of Batavia

## *Memorandum*

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 16, 2023

Subject: Modify Existing Capital Project for the Ice Rink Chiller and FY 23/24 Budget Amendment

The City had a Multi Sports Complex Study conducted in 2019. The Chiller was one of the items identified as needing to be replaced. The existing refrigeration system runs and operates on R-22 Refrigerant, which has been phased out of production. The system has had an increasing number of repairs, replacements and maintenance items that have been hard to procure and expensive when found. The R-22 Chiller and associated equipment is approaching the end of its useful life and in need of replacement.

In 2021 and 2022 the City has spent over \$90K in refrigerant costs as well as other maintenance expenses related to the chiller including brine pump and compressor work. The Chiller continues to need more and more refrigerant, oil, and costly repairs.

The City requested that NYPA investigate potential upgrades to the ice rink chiller, and they contracted with Wendel Engineers to produce a Feasibility Study (included). The Study recommends the replacement of the chiller, evaporative cooler, brine pump motor, and the hot water recovery.

The existing system will be replaced with a with a CO2 System that has a lower risk of phase out, is commercially available, good for the seasonality of the rink, and will increase the ice quality.

The CO2 system will help the City and the operator to realize significant operation and maintenance savings by replacing the current system and switching from R-22. The new chiller will also have significant energy efficiency measures that qualify the project to apply for NYS grant funding.

In resolution #13-2023 City Council approved a Capital Project at the rink for \$1.5M for the new chiller, however after the feasibility report was released we now have a more accurate figure of \$2.5M. Furthermore, this January Genesee County released a grant assistance program for municipalities and





# City of Batavia

will help the City apply for a Climate Smart Communities Grant Program by funding the cost of the application.

Attached are three resolutions for City Councils consideration:

1. A resolution to modify the existing Capital Project from \$1.5 M to \$2.5 M to replace the chiller.
2. Recognize revenue from Genesee County to pay for grant writing services.
3. A resolution to apply for a Climate Smart Communities Grant Program to replace the Chiller.

#XX-2023

**A RESOLUTION TO ESTABLISH AND UPDATE CURRENT CAPITAL PROJECTS**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia has included funds in its budget for capital projects and uses grant and reserve funds to complete projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the following capital project be established and budget be adjusted as follows; and

**BE IT FURTHER RESOLVED**, the following project is authorized to be completed for no more than the said estimated amount and may extend no later than March 31, 2024 and that this resolution should take effect immediately upon passage.

<u>PROJECT</u>	<u>PROJECT COST</u>	<u>FUNDING SOURCE</u>	<u>FISCAL YEAR</u>
<u>General Fund</u>			
Ice Rink Chiller	\$2,500,000	Grant/Financing	23/24

**Second by Councilmember  
and on roll call**

#XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BATAVIA  
AUTHORIZING THE CITY MANAGER TO MODIFY AN EXISTING CAPITAL  
PROJECT AND AMEND THE FY 23/24 BUDGET**

**Motion of Councilmember**

**WHEREAS**, the City Council of the City of Batavia has determined that continuing to own and maintain the David McCarthy Ice Arena provides wellness and recreational opportunities to citizens in the City; and

**WHEREAS**, the original “Ice Chiller” has come to the end of its useful life and is an outdated system running on R-22 refrigerant; and

**WHEREAS**, the City needs to replace the chiller and the estimated cost of replacement is \$2.5 M.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia to authorize the City Manager to amend the FY 23/24 budget to reflect revenue, from Genesee County, and the grant expense associated with applying for the New York State Climate Smart Communities Grant Program to replace the Chiller.

**Increase Revenue:**

A.00.0000.0000 2706	Unclassified Revenue	\$3,500
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**Increase Expense:**

A.01.6460 423	Community Development	\$3,500
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**Seconded by Councilmember  
and on the roll call**



**#XX-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BATAVIA  
AUTHORIZING THE CITY MANAGER TO SUBMIT A CLIMATE SMART  
COMMUNITIES GRANT TO UPGRADE THE ICE RINK CHILLER AT THE DAVID  
MCCARTHY MEMORIAL ICE ARENA**

**Motion of Councilmember**

**WHEREAS**, the City Council of the City of Batavia is requesting financial assistance from the New York State Climate Smart Communities Grant Program pursuant to the Environmental Conservation Law Article 54, Title 15; and

**WHEREAS**, the City of Batavia, owners of the rink, have an existing refrigeration system operating on R-22 Refrigerant, which has been phased out of production; and

**WHEREAS**, the system has had an increasing number of repairs, replacement and maintenance items that have been hard to procure and expensive when found; and

**WHEREAS**, The R-22 Chiller and associated equipment is approaching the end of its useful life and in need of immediate replacement; and

**WHEREAS**, the City of Batavia certifies that it has identified \$1,238,155.96 of matching funds from NYPA short-term financing and long-term bond financing pursuant to the requirements of the Environmental Conservation Law Article 54, Title 15.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia hereby authorizes Rachael J. Tabelski, City Manager to act on its behalf in submittal of an application through the Consolidated Funding Application for \$1,235,000, to upgrade the Ice Rink Chiller System at the David McCarthy Memorial Ice Arena.

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



January 26, 2023

Rachael Tabelski, City Manager  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

**RE: Proposal for Services - 2023 CFA Grant Applications**

Dear Rachael:

As a follow-up to our discussions, I am submitting this letter form of proposal/agreement to prepare a Climate Smart Communities 2023 CFA grant to replace the ice chiller at the Ice Rink to reduce GHG emissions for a fee of \$3,500.

We also can resubmit the GIGP water meter grant for a fee of \$1,500.

Payment of the \$5,000 fee would be due within 30 days of filing the application, which is anticipated to be July 28, 2023.

If this proposal is acceptable, please sign and date the acceptance below and return a copy to me. If you have questions or would like to discuss details associated with this engagement, please call me at your earliest convenience. We look forward to assisting the City on this project.

Sincerely,

Accepted by the City of Batavia

Edward Flynn, AICP  
Director of Planning

By: Rachael J. Tabelski

Date: 2/10/23

# COUNTY OF GENESEE

**L. Matthew Landers**  
County Manager

**Tammi Ferringer**  
Assistant County Manager



**COUNTY COURTHOUSE**  
7 Main Street  
Batavia, New York 14020  
(585) 344-2550 Ext. 2204  
(585) 345-3077

January 12, 2023

Dear Local Official:

The Genesee County Legislature recently adopted the 2023 County budget, which included funding to assist local governments with grant writing services. Legislators and County Administration heard from local officials during the year about the struggles of having adequate resources to competitively seek outside grant opportunities.

Genesee County has utilized contracted grant writers and found the cost of writing a grant is generally less than \$5,000. It is our hope that these funds will assist local governments with leveraging outside funding sources to deliver services to your residents.

The following are program details:

1. Up to \$5,000 is available per municipality for use with professional grant-writing services.
2. Each municipality is limited to one grant application.
3. Awards will be made on a first come first serve basis until all budgeted funds are exhausted.
4. Requests are to be delivered to the County Manager's Office electronically at: [Vicky.muckle@co.genesee.ny.us](mailto:Vicky.muckle@co.genesee.ny.us).
5. The County will encumber awarded funds for a municipality as soon as it has received a quote from a grant writer for a specified grant request. Once the County encumbers this money, the overall fund will be reduced by said amount.
6. The total program funding available for this initiative is \$50,000.

This is a one year pilot program that will be re-evaluated in the fall when the 2024 County budget is being developed. We anticipate numerous Genesee County municipalities will utilize this program and achieve outside dollars to benefit our taxpayers.

As always, if you have a question please do not hesitate to reach out to the County Manager's Office.

Sincerely,

L. Matthew Landers, CPA  
County Manager

Rochelle M. Stein  
Legislature Chair

**The New York Power Authority**

In Cooperation with

**City of Batavia**

**NYPA's Energy Efficiency Program**

for

City of Batavia - Ice Rink Feasibility  
Study

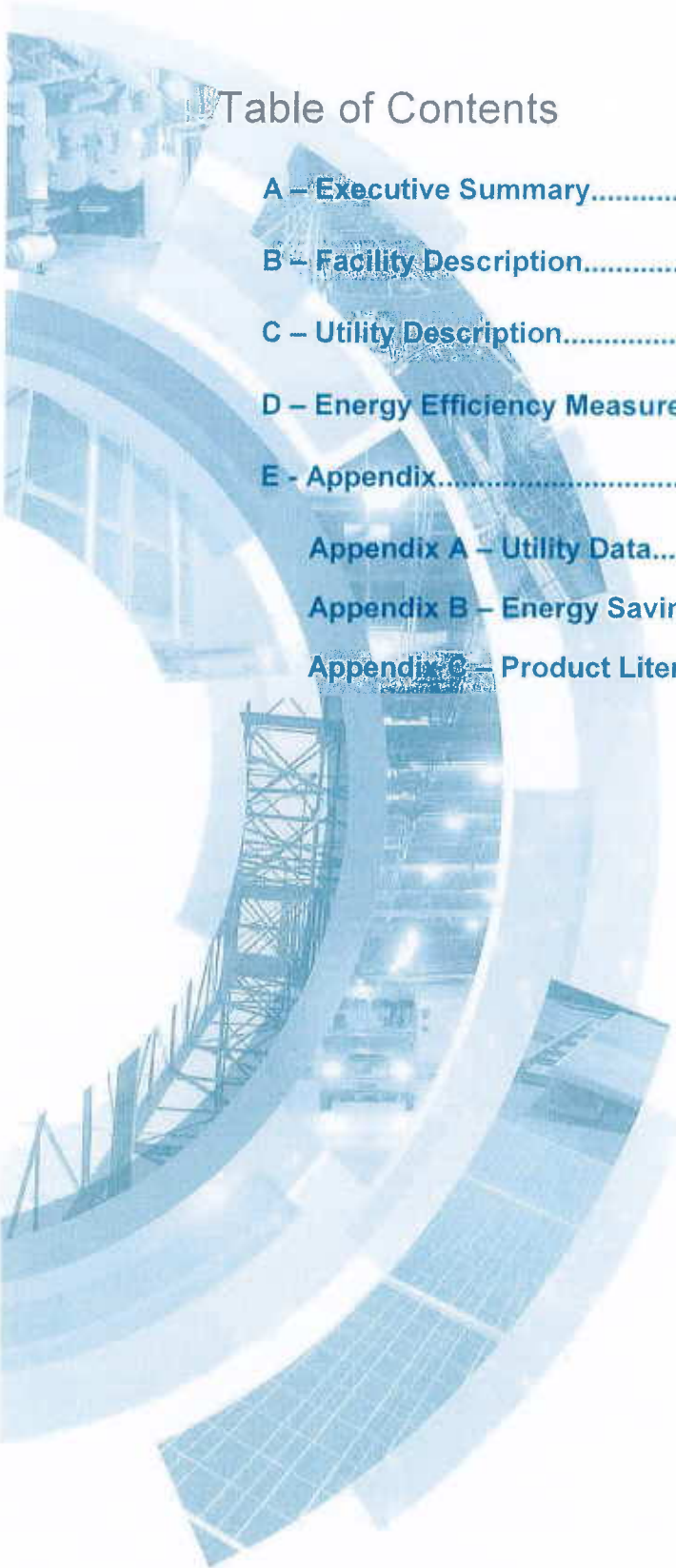


ES-ESN-0902



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# A – Executive Summary







## Section A Executive Summary

The New York Power Authority was requested by the City of Batavia to investigate potential upgrades to the ice rink refrigeration system at the David McCarthy Memorial Ice Arena. The primary objective of this project will be to replace the existing chiller and associated components as it has reached the end of its useful life.

During the course of the audit process, meetings and site visits were conducted to survey the existing systems and develop a proposed scope of work that could be implemented to decrease energy consumption while replacing equipment that needs extensive repairs. For the purposes of this study improvements were grouped into general Energy Efficiency Measures (EEMs). The following is a list of general EEMs that were identified.

- ECM 1 – Ice Rink Chiller System Upgrades
  - ECM 1a – Chiller Replacement
  - ECM 1b – Evaporative Cooler Replacement
  - ECM 1c – Brine Pump Motor Replacement
  - ECM 1d – Hot Water Heat Recovery

This Feasibility Study provides a summary of the ice rink chiller systems existing conditions and outlines the design for the proposed upgrades. The estimated energy savings are also presented along with the project capital costs associated with these upgrades.

Detailed information on the Ice Arena Facility can be found in Section B of this report. Additionally, historic energy consumption and utility data was collected for the Ice Arena to develop the energy use baseline and billing rates. Details of the energy use baseline and utility rates can be found in Section C of this report.

Site surveys and documentation reviews were conducted to confirm and identify energy conservation measures (ECM). Measures were developed based on the assessed condition of the building and systems. Detailed measure descriptions are located in Section D. Wendel also worked with vendors to produce estimates for construction costs. Information collected during the field audit, key assumptions, and cost estimates for each energy conservation measure can be found in Appendix B – Energy Savings Calculations.

The intent of this Feasibility Study is to provide the City of Batavia with the information required to make an informed decision regarding the replacement of the ice rink chiller system and associated components. Please refer to the following pages for a summary of the project financials, inclusive of the reports listed below.

- 1.1 Total Project Summary
- 1.2 Energy Efficiency Measure Summary

**Total Project Summary**  
**New York Power Authority - Energy Efficiency Program**  
**City of Batavia - Ice Rink Feasibility Study**

ES-ESN-0902

May 24, 2023

**Project Cost: Feasibility Study**

Construction Costs:	\$1,702,534.22	
NYPA Purchased Materials:	\$0.00	
Asbestos Abatement:	\$0.00	
Special Inspections:	\$0.00	
Performance and Payment Bonds:	\$15,619.58	
<b>Subtotal:</b>	<b>\$1,718,153.80</b>	
Contingency: 10%	\$171,815.38	
<b>Subtotal:</b>	<b>\$1,889,969.18</b>	
Abatement Design & Monitoring:	\$0.00	
Hazardous Waste Disposal Cost:	\$0.00	
<b>Environmental Subtotal:</b>	<b>\$0.00</b>	
Audit, Feasibility Study, or Design Only Services:	\$0.00	
Design & Construction Mgt:	\$259,870.76	(See Note # 1)
Permits:	\$0.00	
NYPA Project Mgt. & Administrative:	\$268,729.99	(See Note # 2)
NYPA Material Handling Cost:	\$0.00	
<b>Project Management Subtotal:</b>	<b>\$528,600.76</b>	
<b>Project Subtotal:</b>	<b>\$2,418,569.94</b>	
Short-Term Financing (STF):	\$54,586.02	(See Note # 3)
<b>Total Project Cost:</b>	<b>\$2,473,155.96</b>	

**Estimated Energy Savings Environmental Benefits: 5.7 Metric Tons CO2 Equivalent**

<u>Estimated Electrical Savings:</u>		<u>Estimated Fuel Savings:</u>		<u>MMBtu Savings:</u>	<u>Cost Savings:</u>
kWh Savings:	44,706	Natural Gas:	95 mmBtu	95.2	\$585.60
kWh Cost Savings:	\$3,936.33	#2 Fuel Oil:	0 gal	0.0	\$0.00
Monthly kW Savings:	0.0	Steam (150 psi):	0.0 KLbs	0.0	\$0.00
kW Cost Savings:	\$0.00	Water:	98.3 Kgal	0.0	\$921.61
<b>Total Electrical Savings:</b>	<b>\$3,936.33</b>			95.2	\$1,507.21
<b>Total Energy Savings:</b>	<b>\$5,443.54</b>	Maint. Savings <sup>5</sup> :	\$51,050.00	<b>Est. Total Savings:</b>	<b>\$56,493.54</b>

**Simple Payback**

Total Project Cost with STF:	\$2,473,155.96
NYPA Grants:	\$0.00
Estimated 3rd Party Rebates & Incentives:	\$0.00
<b>Net Project Cost:</b>	<b>\$2,473,155.96</b>
Total Amount Saved:	\$56,493.54
Simple Payback:	43.78

**Project Financing**

Planned Payments (through Completion):	\$0.00	(Milestone or Lump Sum Payments)
<b>AMOUNT FINANCED (LONG-TERM):</b>	<b>\$2,473,155.96</b>	(NYPA Facilitated Loan)
Interest Rate:	5.00%	(See Note # 4)
Years Financed:	15.0	
Number of Payments:	180	
<b>Annual Debt Service to NYPA:</b>	<b>\$234,690.72</b>	
<b>Monthly Debt Service to NYPA:</b>	<b>\$19,557.56</b>	
<b>Total Project Cost after Financing:</b>	<b>\$3,520,360.74</b>	
Total Annual Savings:	\$56,493.54	
Payback With Financing:	62.31	
<b>Annual Cash Flow:</b>	<b>(\$178,197.18)</b>	

**Notes:**

- Design & Construction Mgt (D&CM) is 13.75% of the Construction Cost Subtotal and is applied to contingency to provide budget estimates. Final costs will exclude unused contingency and will be calculated at end of the project.
- NYPA Project Mgt. & Administrative cost is 12.5% of all project costs except NYPA Material Handling Cost and STF.
- Short-Term Financing (STF) is estimated based on 4.00% interest rate.
- Indicative long-term financing interest rate is shown as 5.00% for project financing cost estimates. Long term financing and rates are subject to negotiation of a separate and distinct agreement for long-term financing.
- Est. Maint. Savings derived from the annual costs to maintain the R-22 Chiller in 2022 provided by the City.

**City of Batavia - Ice Rink Feasibility Study  
Energy Efficiency Measure Summary  
5/24/2023**

**Project Cost: Feasibility Study**

EEM #	Measure Description	A Total Measure Cost <sup>1</sup>	B Total Direct Construction Costs <sup>2</sup>	C Monthly Demand Savings (kW)	D Annual Electric Savings (kWh)	E Annual Natural Gas Savings (mmBtu)	F Annual Water & Sewer Savings (kGal)	G Annual Demand Cost Savings	H Annual Electrical Cost Savings	I Annual Natural Gas Cost Savings	J Annual Water & Sewer Cost Savings	K Annual O&M Cost Savings	L Total Annual Cost Savings	M Simple Payback <sup>3</sup>
1a	Chiller Replacement			0.0	27,145	0	0	\$0	\$2,390	\$0	\$0	\$0	\$2,390	
1b	Evaporative Condenser Replacement			0.0	12,418	0	98	\$0	\$1,093	\$0	\$922	\$51,050	\$53,065	
1c	Brine Pump Motor Replacement	\$2,473,156	\$1,702,534	0.0	5,143	0	0	\$0	\$453	\$0	\$0	\$0	\$453	
1d	Aftercooler Hot Water Heat Recovery			0.0	0	95	0	\$0	\$0	\$586	\$0	\$0	\$586	
	<b>TOTAL</b>	<b>\$2,473,156</b>	<b>\$1,702,534</b>	<b>0.0</b>	<b>44,706</b>	<b>95</b>	<b>98</b>	<b>\$0</b>	<b>\$3,936</b>	<b>\$586</b>	<b>\$922</b>	<b>\$51,050</b>	<b>\$56,494</b>	<b>43.8</b>

**NOTES:**

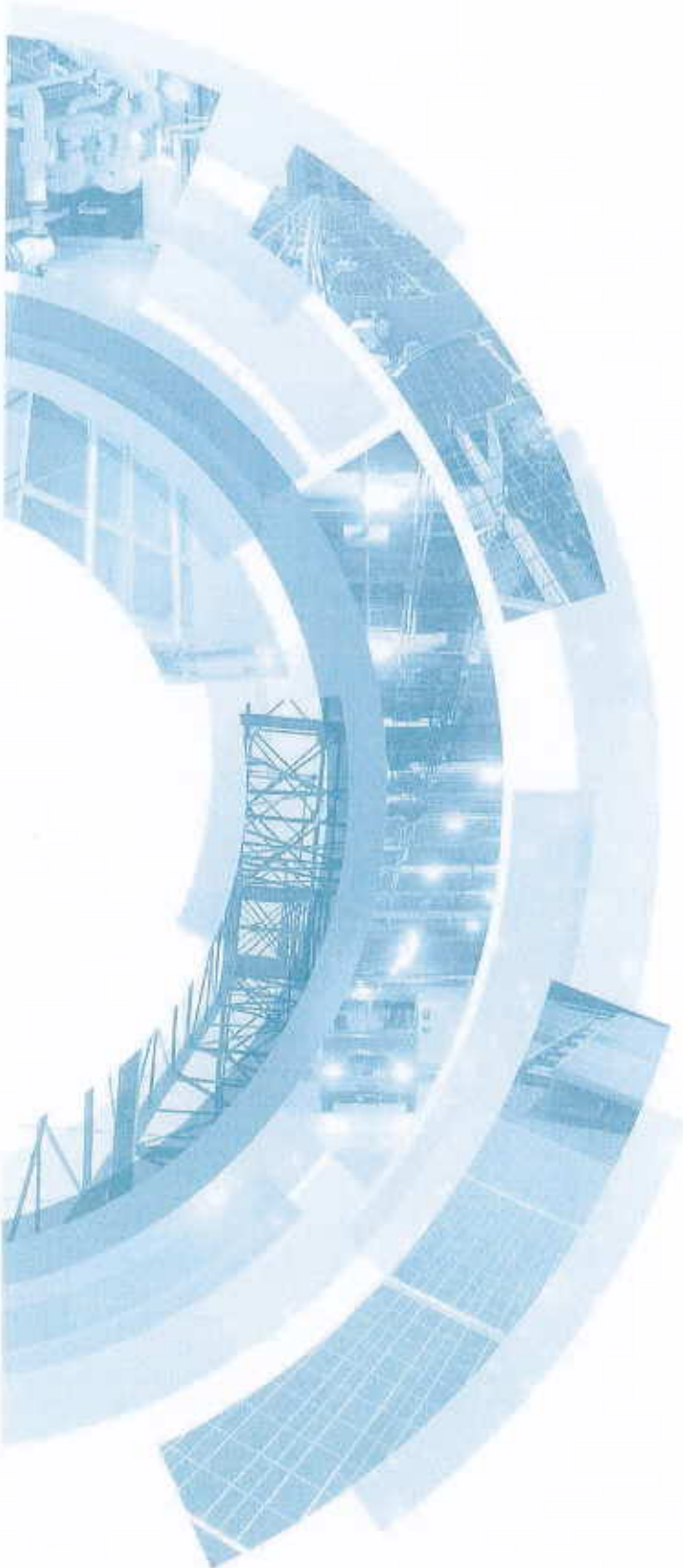
1. Total Measure Cost includes direct construction costs (subcontractor material and labor), IC and NYPA Fees, Disposal for Hazardous Material Bonding, Asbestos Design & Air Monitoring and accounts for the Interest During Construction
2. Total Direct Construction Costs include Material and Labor
3. SIMPLE PAYBACK periods do not include incentives.

**Equations:**

- G Annual Demand Cost Savings (G) = Monthly Demand Savings (C) x 12 months x Electric Demand Rate (Ud)
- H Annual Electric Cost Savings (H) = Annual Electric Savings (D) x Electric Usage Rate (Uc)
- I Annual Natural Gas Cost Savings (I) = Annual Natural Gas Savings (E) x Natural Gas Rate (Ug)
- J Annual Water & Sewer Cost Savings (J) = Annual Water & Sewer Savings (kGal) (F) x Water Usage Rate (Uw)
- L Total Annual Cost Savings (L) = Annual Demand Cost Savings (G) + Annual Electric Cost Savings (H) + Annual Natural Gas Cost Savings (I) + Annual Water & Sewer Cost Savings (J) + Annual O&M Cost Savings (K)
- M Simple Payback (M) = Total Measure Cost (A) / Total Annual Cost Savings (L)

	Rate Type	Unit	Rate
Ud	Electric Demand:	(kW)	\$0.0000
Uc	Electric Consumption:	(kWh)	\$0.0850
Ug	Natural Gas:	(mmBtu)	\$6.1532
Uo	No. 2 Oil:	(Gal)	\$0.0000
Us	Sewer:	(Mlb)	\$0.0000
Uw	Water:	(kGal)	\$9.3734

# B – Facility Description







**KATHY C. HOCHUL**  
Governor

**JOHN R. KOELMEL**  
Chairman

**JUSTIN E. DRISCOLL**  
Interim President and CEO

## Section B Facility Description

### David M. McCarthy Memorial Ice Arena

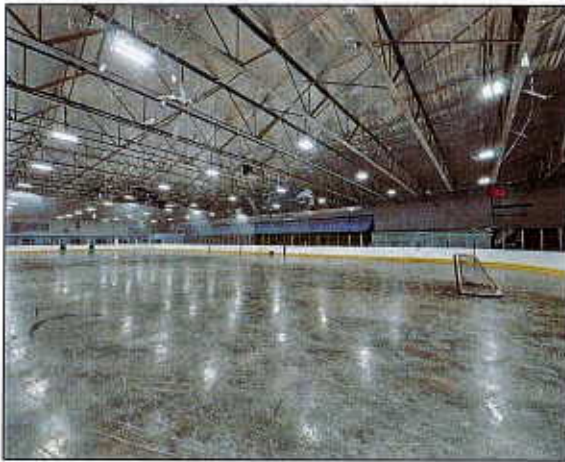
**Location:** 22 Evans St, in Batavia, New York 14020

**Area:** 32,728 sq. ft.

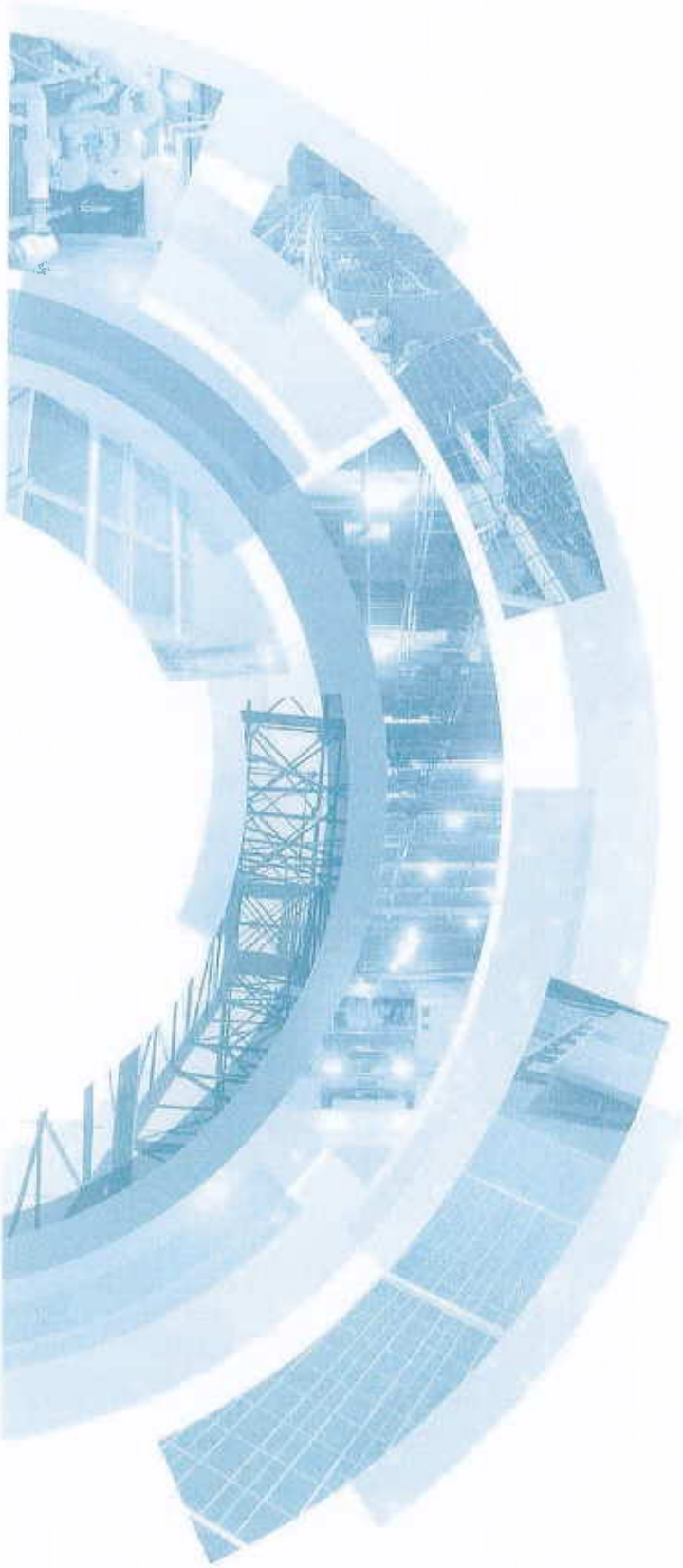
**Building Type:** Ice Arena



The David M. McCarthy Memorial Ice Arena is a standard NHL size rink that opened in 1978. It is located Batavia, New York 14020. The Ice Arena facility is approximately 32,728 sq. ft. and is adjacent to the City of Batavia Fire Department. The facility is owned by the City of Batavia but run by a private entity Batavia Sports Facility Management, LLC. via lease agreement. It is home to youth, adult, and high school programs and is also open to the public at various times. The ice rink consists of a single sheet of ice with a maximum seating capacity of 480 spectators. The Facility is used year-round, but the ice rink is currently only used from late September through March by city residents and various tenants.



# C – Utility Description





## Section C Utility Description

### Electric

Electric utility is supplied and delivered to the Ice Arena by National Grid (NG). The analysis period for electric utility uses May 2022 through April 2023 data. This period was established as the baseline for electric usage.

Electric bills provided by the City and Tenant were used to establish the baseline utility usage and utility cost for estimating energy cost savings. These were also used to determine fixed costs, demand charges, and electric supply and delivery charges. Demand costs and kWh consumption costs were separated and fixed costs such as customer charges were removed. Demand unit costs (\$/kW) were calculated by dividing the total annual demand charges by the average annual demand. Electric usage unit costs (\$/kWh) were calculated by dividing the total annual supply and annual delivery charges by the annual electric consumption.

### Natural Gas

Natural gas is delivered by National Fuel and supplied by New Wave Energy to the Ice Arena. The analysis period for natural gas utility uses May 2022 through April 2023. This period was established as the baseline for natural gas usage. The Ice Arena Shares a Natural Gas Meter with the Fire Department Facility next door. There is also a second natural gas meter at the Ice Rink that serves the bleacher heaters and auxiliary locker room heat, this account's data is not included in this study.

Natural gas bills provided by the City and Tenant were used to establish the baseline utility usage and utility cost for estimating energy cost savings. These were also used to determine fixed costs, and supply & delivery costs. Natural gas unit costs (\$/mmBtu) were calculated by dividing the total annual natural gas costs by the total annual consumption in mmBtu. Natural gas usage is reported in therms. The thermal content of 10 therms is assumed to be 1,000,000 Btu throughout this report. Therefore, 10 therms are equal to 1 mmBtu. Savings are reported in mmBtu.

### Water & Sewer

Water is supplied and delivered to the Ice Arena by the City of Batavia. Billing for water consumption is quarterly, and the analysis period for water & sewer utility uses bill data from January 2022 through December 2022.

This period was established as the baseline for water usage. Water usage unit costs (\$/kGal) were calculated by dividing the total annual supply and annual delivery charges by the water consumption. Water usage is reported in gallons, savings are reported in 1000 gallons (kGal).

Monthly consumption details and graphs may be found in Appendix A of this report. The table below summarizes the rates used for this study based on the utility data provided to Wendel.

No.	Building	Electric Demand \$/kW	Electric Usage \$/kWh	Natural Gas Usage \$/mmBtu	Water Usage \$/kGal
1	Ice Arena	12.1901	0.0880	6.1532	9.3734

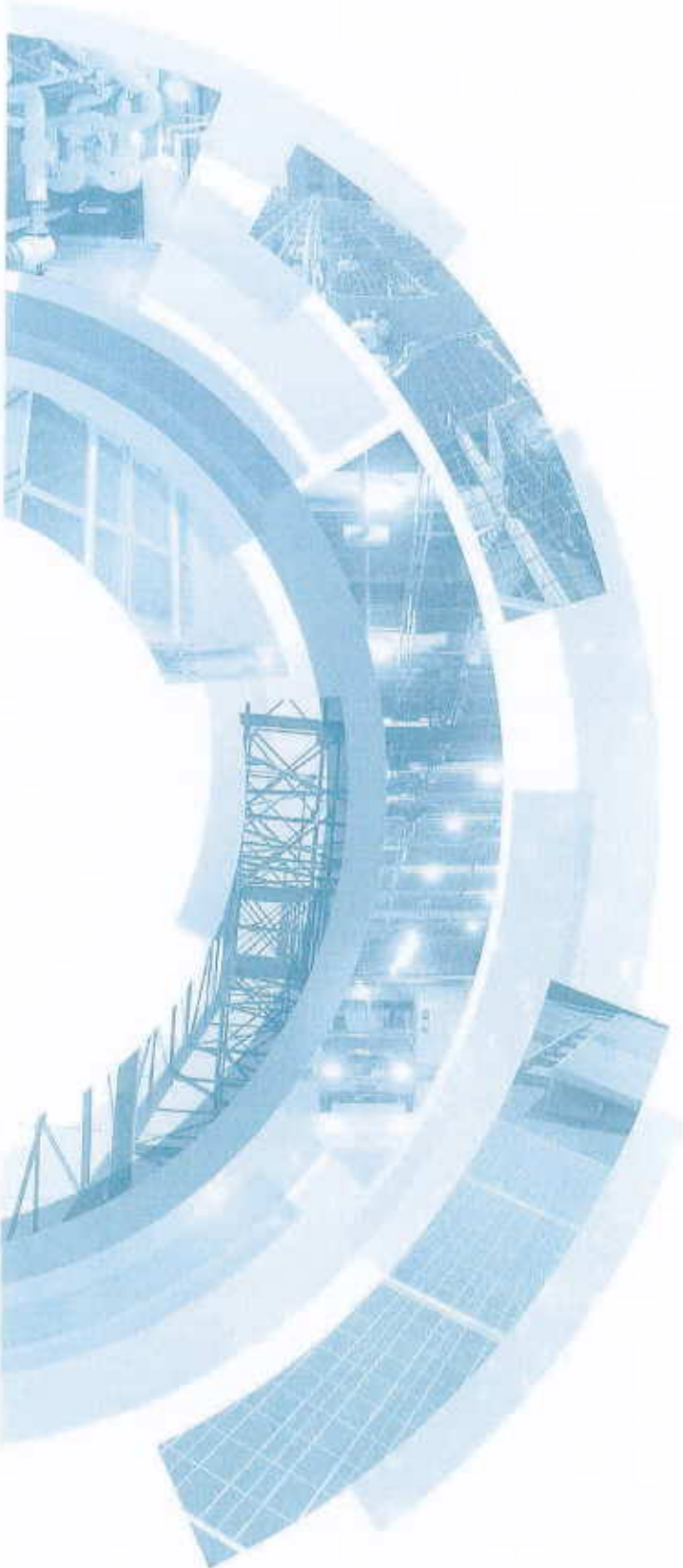
Weather Normalization

Some calculations in this report use 30-year weather BIN data from the Buffalo Niagara International Airport to predict the energy savings likely to result in a given measure. These BIN values are provided by the National Oceanographic and Atmospheric Administration (NOAA).

Weather Temperature Bin Data Buffalo Niagara International Airport, NY (September through March only)				
DB Temp	Enthalpy	0-800	900-1600	1700-2400
°F	Btu/lb	0-8	9-16	17-24
-17.5	0.0	0	0	0
-12.5	0.0	0	0	0
-7.5	0.0	0	0	0
-2.5	0.1	1	0	0
2.5	1.9	18	4	9
7.5	3.0	36	11	17
12.5	4.2	119	37	64
17.5	5.8	163	132	170
22.5	7.7	104	169	128
27.5	9.1	123	107	121
32.5	11.0	226	186	204
37.5	12.9	249	249	269
42.5	15.2	193	179	174
47.5	17.5	139	132	132
52.5	19.6	113	84	102
57.5	21.5	106	83	89
62.5	24.1	70	147	127
67.5	27.6	25	80	56
72.5	29.7	8	56	23
77.5	31.3	3	35	11
82.5	32.8	0	5	0
87.5	36.3	0	0	0
92.5	0.0	0	0	0
-17.5	0.0	0	0	0



# D – Energy Efficiency Measure





KATHY C. HOCHUL  
Governor

JOHN R. KOELMEL  
Chairman

JUSTIN E. DRISCOLL  
Interim President and CEO

## Section D Energy Efficiency Measures & Project Economics

### Investigation

The David M. McCarthy Memorial Ice Arena in Batavia, NY has been open and operating since 1978. The ice rink consists of a single sheet of ice and is currently used from late September through March by city residents and various sports organizations. The City of Batavia desires to replace the existing ice rink refrigeration equipment with a new system to decrease energy consumption while replacing equipment that needs extensive repairs.



### Existing System

The existing refrigeration system runs and operates on R-22 Refrigerant, which has been phased out of production. The system has had an increasing number of repairs, replacement and maintenance items that have been hard to procure and expensive when found. The R-22 Chiller and associated equipment is approaching the end of its useful life and in need of replacement. See Appendix B for copies of the invoices documenting the costs incurred by the City to keep the R-22 system charged and operating for the last year (Not including the normal maintenance agreement that is in place).

An indirect ice rink system with a brine mixture is used in conjunction with the R-22 Chiller. Brine pumps distribute an aqueous solution through piping within the ice rink slab. The low temperature brine mixture circulates under the ice surface, acting as a cooling medium. Temperature sensors in the return brine piping monitors the return brine solution temperature and cycles the compressors on as needed. Two twenty-five (25) horsepower (HP) constant volume (CV) pumps circulate the brine mixture throughout the chiller and ice surface. One pump operates constantly while the other pump is there for redundancy.



The evaporative cooler sits on the roof of the mechanical room, next to the Fire Department sleeping quarters. Multiple leaks have come from the evaporative cooler, damaging the roof. Once temperatures are 25 degrees Fahrenheit or below, every few days a member of the ice rink maintenance crew must thaw out the piping with hot water. New York State regulations state that water based evaporative coolers are to have records maintained for legionella testing.



As described above, the existing refrigeration system utilizes refrigerant that is phased out and no longer in production. Due to refrigerant leaks and the prohibitive cost of R-22, the operational cost of the current chiller is very high. In addition, the evaporator cooler should be replaced with a new cooler that will increase the systems efficiency.

### Proposed System

Wendel investigated the ice rink refrigeration system for potential energy improvements. Several system improvements are proposed at the Ice Arena as follows:

1. Replace the existing chiller with a CO<sub>2</sub> chiller.
2. Replace existing evaporative cooler with an adiabatic cooler.
3. Replace the existing brine pumps and add a variable speed drive (VFD)
4. Add a heat exchanger to provide hot water heat recovery.

After discussions with the staff and outside representatives, it is Wendel's recommendation that a Carbon Dioxide based system be utilized. A Carbon Dioxide (CO<sub>2</sub>) system will not be phased out, is commercially available and a moderate safety risk but easily addressed.



A CO<sub>2</sub> system is at no risk of being phased out unlike other refrigerants. Refrigerants impact the depletion of the ozone layer. In the late 1980's the international community adopted the Montreal Protocol and Kigali Amendment. The goal of the agreement was to reduce ozone depletion by stopping the production to ozone depleting gases. CO<sub>2</sub> is a non-flammable, low toxicity refrigerant that can be directly used in public areas. The CO<sub>2</sub> system has no negative impact on the environment. The mechanical room will be equipped with gas detection to initiate ventilation of the space should CO<sub>2</sub> levels rise above safety levels.

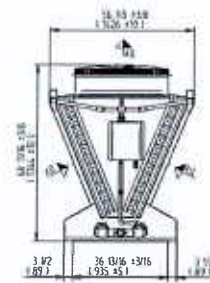
The effectiveness of the CO<sub>2</sub> system will result in a lower system energy consumption and a longer life cycle. CO<sub>2</sub> operates at a high ambient temperature. It has a higher upfront capital cost than other refrigeration system options, but has the lowest energy consumption of other refrigerant system options. Additionally, by replacing the existing system that is leaking and in poor condition with a new CO<sub>2</sub> system, the City will be able to realize significant operational and maintenance savings compared to the existing R-22 refrigerant system. These O&M savings were derived from the invoices provided by the City and included in Appendix B.

The existing refrigeration system currently has two twenty-five (25) horsepower (HP) brine pumps. During the pumping of the brine mixture through this twenty-five (25) horsepower (HP) motor, a great deal of energy is used. To reduce the energy used here, new brine pumps with a Variable Frequency Drive (VFD) is recommended to be installed. A VFD will allow variable speed, to control the flow through the pumps and reduce energy consumption.





In addition to the recommended CO<sub>2</sub> chiller, it is recommended to replace the existing evaporative cooler with a new adiabatic cooler. An adiabatic condenser (or cooler) is an air-cooled finned heat exchanger with a pre-cooling section that features humidification pads (or water spray nozzles) that help lower the ambient dry bulb temperature prior to entering the coiled heat exchanger section. This then allows for more efficient heat rejection. Adiabatic condensers only use water at peak ambient conditions, therefore reducing water and energy costs as compared to evaporative or air-cooled condensers.



A double wall heat exchanger is also recommended to be installed on the discharge side of the CO<sub>2</sub> system skid to achieve heat recovery for the make-up water for the existing domestic hot water tank. Domestic hot water is used by the sinks and showers in the locker-rooms / bathrooms, by the Zamboni to re-surface the ice, and by the ice melting pit. An efficient heat exchanger is recommended to achieve a 90-degree F of make-up water for the hot water tank.

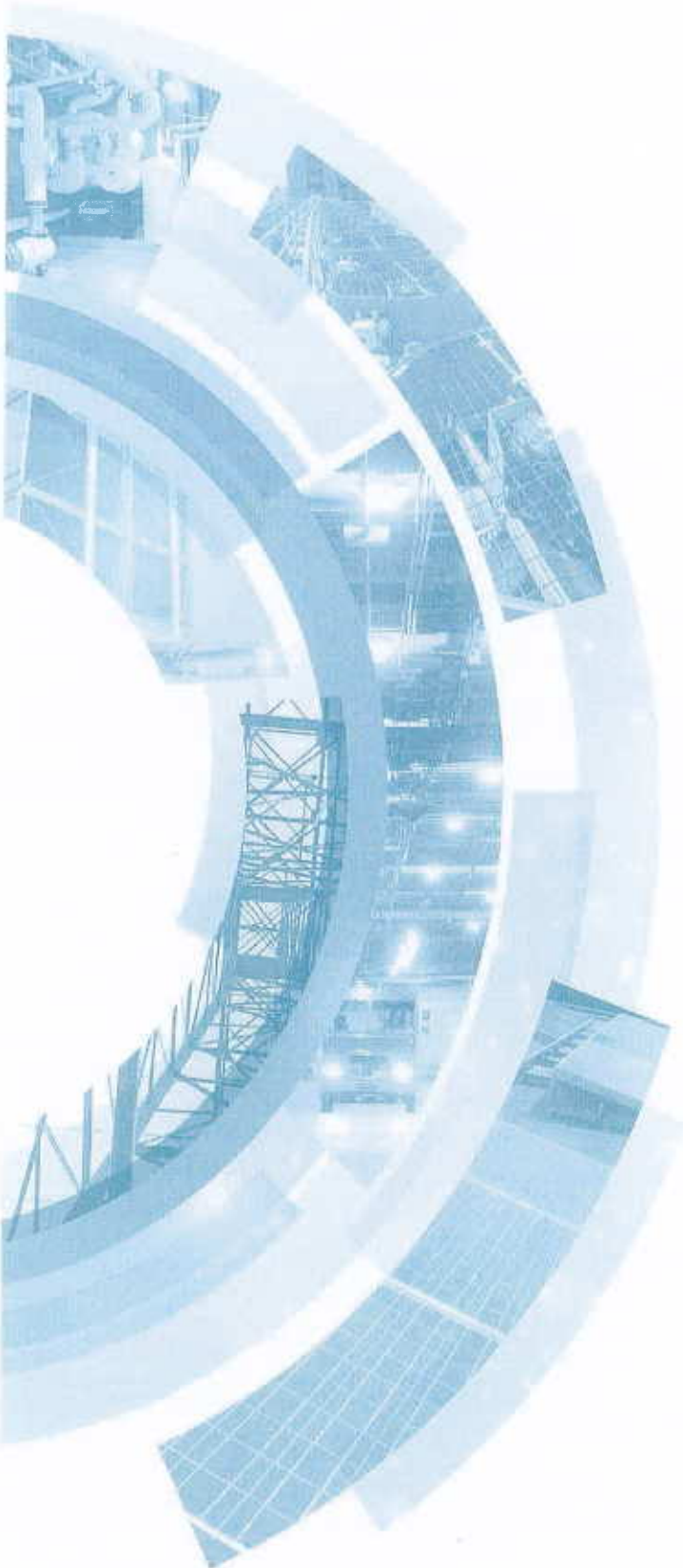


Since the Chiller system is at the end of its useful life and in need of extensive repairs, it is recommended to replace the existing chiller and evaporative cooler.

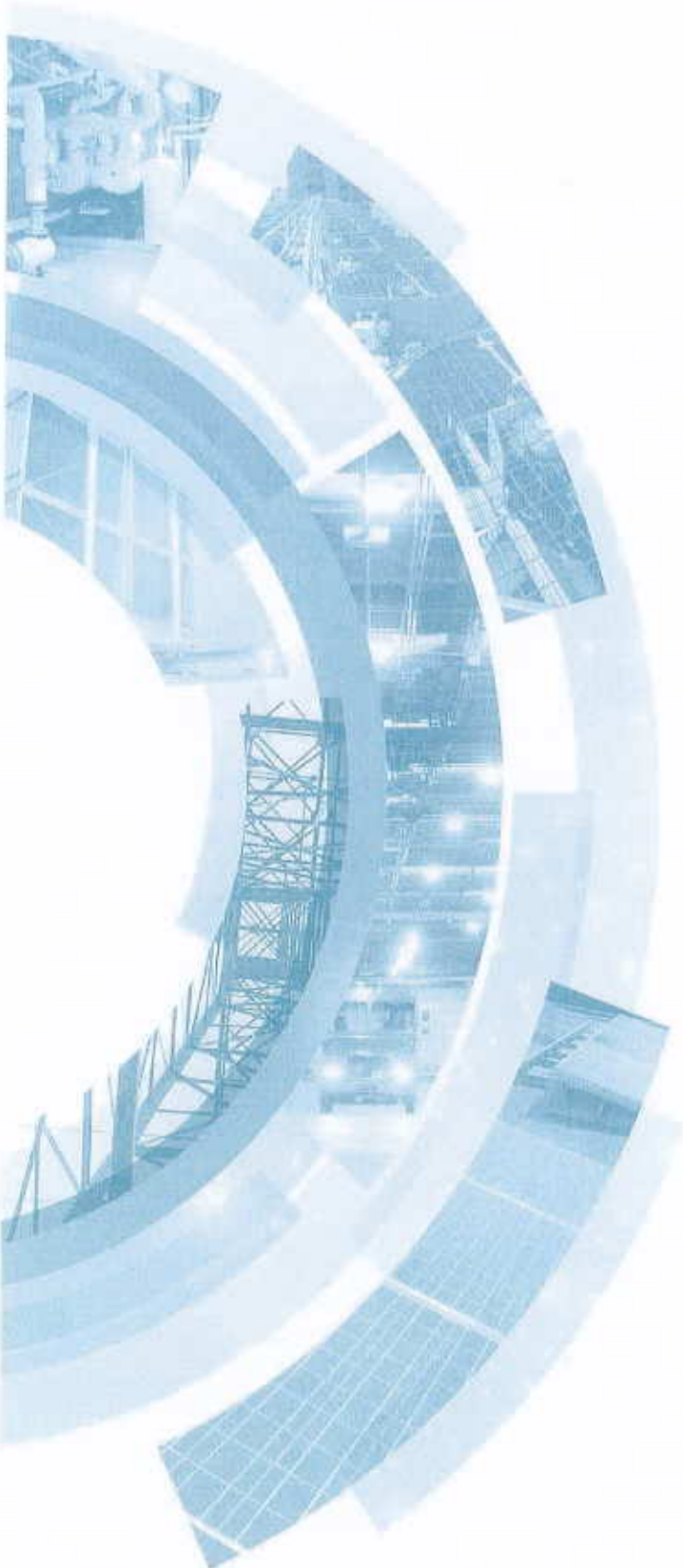
Given the current seasonal operation of the ice rink, Wendel's recommendation is to use a CO<sub>2</sub> system. The CO<sub>2</sub> system will increase in system efficiency during typical operating months and increase ice quality. We believe that the potential energy savings and the safety factor outweigh the higher up front capital cost when considering the life cycle of the system. Additionally, the City will realize significant operation and maintenance savings by replacing the current system and switching from R-22. It is also recommended to install an aftercooler and heat exchanger to provide heat recovery to the domestic hot water and replace the existing brine pumps with a VFD to achieve additional energy savings.



# E - Appendix



# Appendix A – Utility Data



Building Name: Ice Rink  
 Address: 22 Evans St  
 Batavia NY 14020  
 Facility Area: sq.ft.



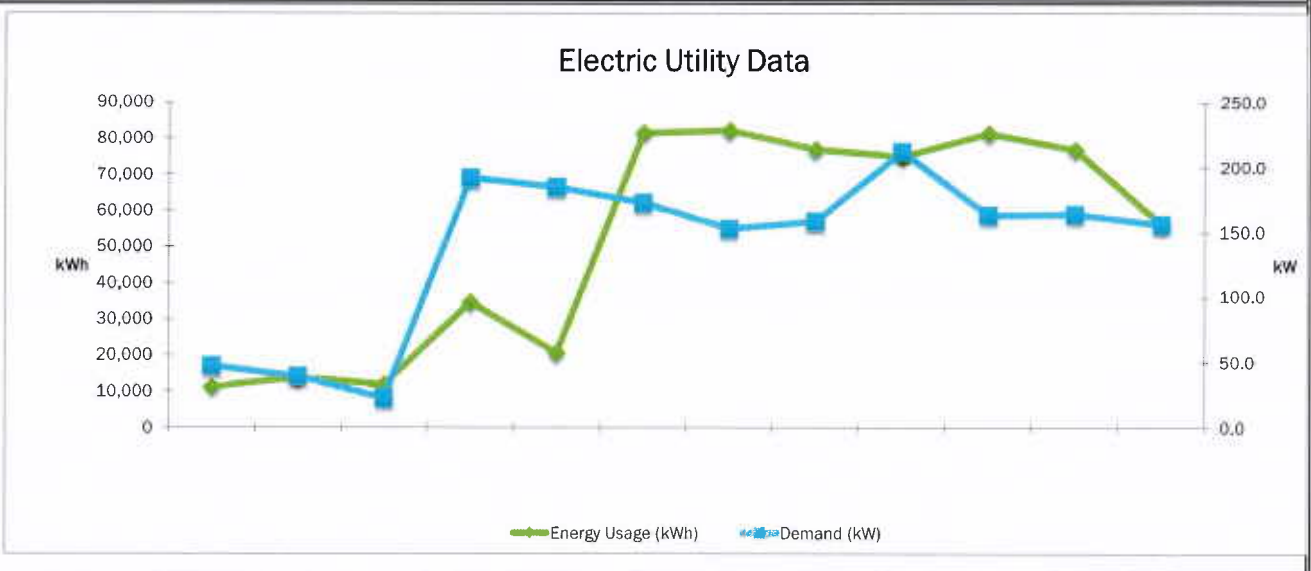
Date: 5/9/2023  
 Utility Company: National Grid  
 Acct. No.: 38725-31133  
 Service Classification: SC2D  
 Supplier: National Grid

ANNUAL ELECTRIC UTILITY DATA

Billing Year	Billing Month	Demand Total (kW)	Demand Cost	Usage Total (kWh)	Facility/Other Cost	Usage Supply Cost	Usage Delivery Cost	Total Cost	Billing Days
2022	May	47.2	\$298	11,120	\$23.20	\$770.65	\$57.13	\$1,149.16	31
2022	June	39.2	\$536	13,760	\$53.57	\$1,653.45	\$655.69	\$2,898.71	30
2022	July	22.4	\$315	11,840	\$53.57	\$1,709.46	\$82.18	\$2,160.40	31
2022	August	192.0	\$2,007	34,640	\$39.27	\$5,219.30	\$339.11	\$7,604.70	31
2022	September	184.8	\$700	20,720	\$14.30	\$3,078.97	\$141.02	\$3,933.94	30
2022	October	172.8	\$2,526	81,520	\$53.57	\$7,560.91	\$635.01	\$10,775.18	31
2022	November	152.8	\$2,257	82,160	\$53.57	\$2,620.21	\$600.17	\$5,530.79	30
2022	December	158.4	\$2,261	76,960	\$53.57	\$4,484.02	\$389.90	\$7,188.66	31
2023	January	212.0	\$2,893	75,040	\$53.57	\$7,663.48	\$380.02	\$10,989.67	31
2023	February	163.2	\$2,194	81,440	\$53.57	\$8,428.70	\$477.34	\$11,153.65	28
2023	March	164.0	\$2,203	76,800	\$53.57	\$3,679.81	\$969.52	\$6,905.64	31
2023	April	156.0	\$2,105	56,160	\$53.57	\$2,487.22	\$697.76	\$5,343.56	30
<b>Avg./Totals:</b>		<b>139</b>	<b>\$20,294</b>	<b>622,160</b>	<b>\$ 558.90</b>	<b>\$49,356</b>	<b>\$5,425</b>	<b>\$75,634</b>	<b>365</b>

**Table Formulas:**  
 Hours per Month (h) = G x 24  
 Total Cost (F) = B + D + E  
 Load Factor (H) = C / (A x h)

Summary	
Energy Intensity (kWh/sq.ft.):	N/A
Cost Intensity (\$/sq.ft.):	N/A
Blended Cost (inc.demand) / kWh:	\$0.1216
<b>Avg. Cost / kW:</b>	<b>\$12.1901</b>
<b>Avg. Cost / kWh:</b>	<b>\$0.0880</b>



Building Name: Ice Rink & Fire Dept.  
 Address: 22 Evans St  
 Batavia NY 14020  
 Facility Area: sq.ft.



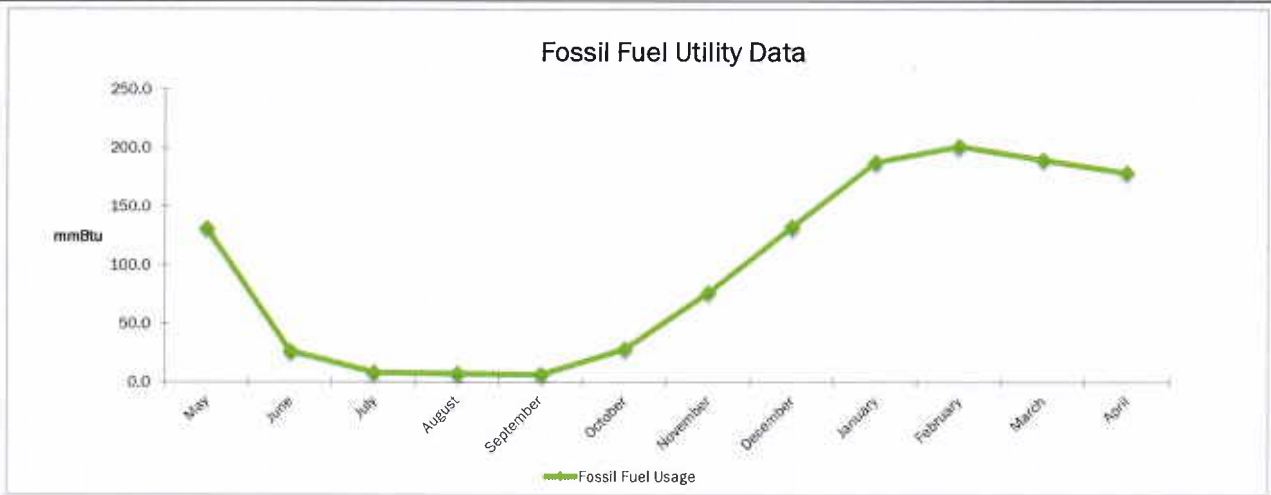
Date: 5/9/2023  
 Utility Company: National Fuel  
 Acct. No.: 3685683-05  
 Service Classification: 06-SC03 - NY GEN NON-RES  
 Supplier: New Wave Energy

ANNUAL FUEL UTILITY DATA

Billing Year	Billing Month	A Natural Gas Usage (Therms)	B Fuel Oil #2 Usage (Gal)	C Propane Usage (Gal)	D Usage Supply Cost	E Usage Delivery Cost	F Total Cost	G mmBtu Equivalent	H Billing Days
2022	May	1309.0	0.0	0.0	\$430	\$283	\$730	130.9	31
2022	June	263.0	0.0	0.0	\$86	\$65	\$169	26.3	30
2022	July	80.0	0.0	0.0	\$26	\$18	\$62	8.0	31
2022	August	71.0	0.0	0.0	\$23	\$16	\$57	7.1	31
2022	September	64.0	0.0	0.0	\$21	\$14	\$53	6.4	30
2022	October	279.0	0.0	0.0	\$92	\$74	\$184	27.9	31
2022	November	761.0	0.0	0.0	\$295	\$175	\$489	76.1	30
2022	December	1326.0	0.0	0.0	\$515	\$292	\$825	132.6	31
2023	January	1878.0	0.0	0.0	\$729	\$397	\$1,144	187.8	31
2023	February	2015.0	0.0	0.0	\$782	\$449	\$1,249	201.5	28
2023	March	1899.0	0.0	0.0	\$737	\$423	\$1,178	189.9	31
2023	April	1788.0	0.0	0.0	\$694	\$386	\$1,080	178.8	30
<b>Avg./Totals:</b>		<b>11,733</b>	<b>0</b>	<b>0</b>	<b>\$4,431</b>	<b>\$2,592</b>	<b>\$7,220</b>	<b>1,173</b>	<b>365</b>

**Table Formulas:**  
 mmBtu Equivalent (G) = Natural Gas Therms (A) / 10  
 mmBtu Equivalent (G) = Fuel Oil #2 Gallons (B) x 0.14  
 mmBtu Equivalent (G) = Propane Gallons (C) x 0.096  
 Total Cost (F) = D + E

Summary	
Energy Intensity (mmBtu/sq.ft.):	-
Cost Intensity (\$/sq.ft.):	-
Avg. Cost / therm:	\$0.6153
Avg. Cost / Gal of Fuel Oil:	N/A
Avg. Cost / Gal of Propane:	N/A
Avg. Cost / mmBtu:	\$6.1532





Building Name: Ice Rink  
 Address: 22 Evans St  
 Batavia NY 14020  
 Facility Area: 0



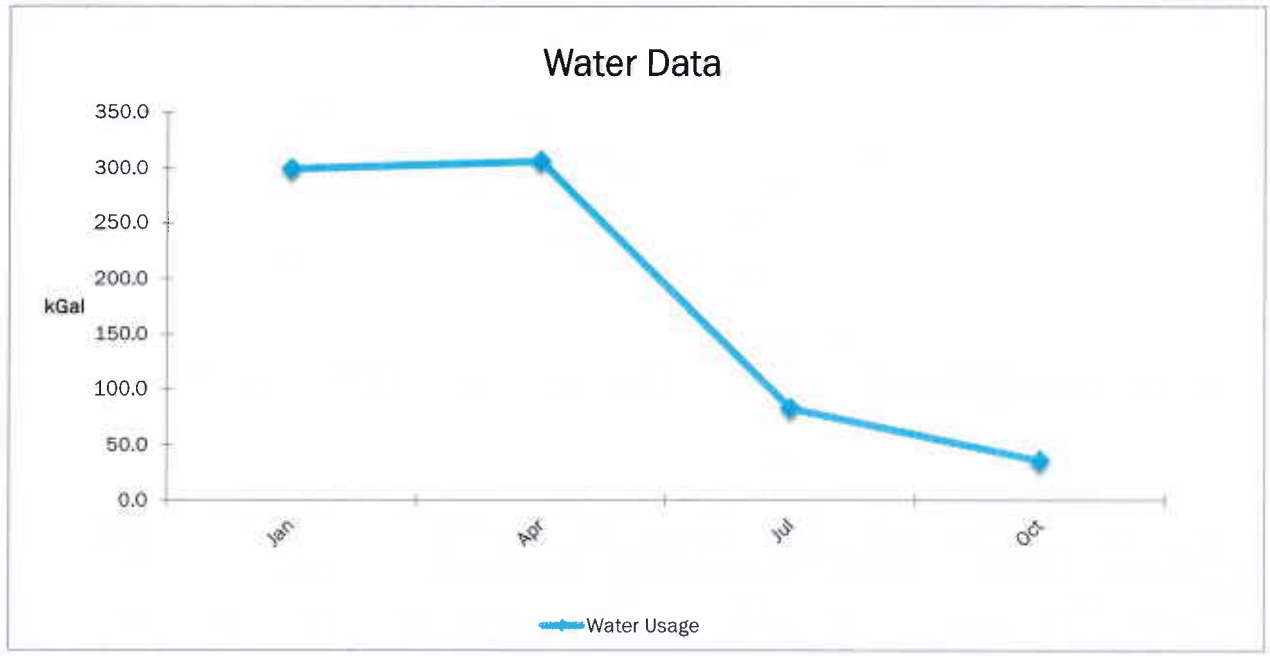
Date: 5/9/2023  
 Utility Company: City of Batavia  
 Acct. No.: 5409571000-000

**ANNUAL WATER DATA**

		A	B	C	D	E	F
Billing Year	Billing Month	Water Usage (Gal)	Water Cost (\$)	Sewer Cost (\$)	Total Cost	kGal Equivalent	Billing Days
2022	Jan	299000.0	\$2,759	Inc.	\$2,759	299.0	91
2022	Apr	306000.0	\$2,823	Inc.	\$2,823	306.0	91
2022	Jul	83000.0	\$814	Inc.	\$814	83.0	91
2022	Oct	36000.0	\$391	Inc.	\$391	36.0	91
<b>Avg./Totals:</b>		<b>724,000</b>	<b>\$6,786</b>	<b>\$0</b>	<b>\$6,786</b>	<b>724</b>	<b>365</b>

**Table Formulas:**  
 kGal Equivalent (E) = Water Gallons (A) / 1000  
 Total Cost (D) = B + C  
 Avg. Cost / kGal = D/E

Summary	
Water Intensity (kGal/sq.ft.):	-
Cost Intensity (\$/sq.ft.):	-
<b>Avg. Water Cost / kGal:</b>	<b>\$9.3734</b>
<b>Avg. Sewer Cost / kGal:</b>	<b>Inc.</b>
<b>Avg. Cost / kGal:</b>	<b>\$9.3734</b>





PO Box 371835  
Pittsburgh PA 15250-7835  
**National Fuel®**

Please make check payable to National Fuel or pay online at nationalfuel.com.

2304

**Amount Due**  
**\$1,080.01**

CITY OF BATAVIA  
1 BATAVIA CITY CTR  
BATAVIA NY 14020-2050

Please pay by **April 28, 2023** to avoid a 1.5% late payment charge.  
Please donate to the Neighbor-For-Neighbor Heat Fund by adding \$1, \$2, or \$5 to your payment.

**Account Number 3685683 05**

Return this stub if paying by mail. Bring entire bill if paying in person. To pay online go to nationalfuel.com.

A-32-5RL-AM-00029

368568305 000000000000000000000000108001004

01-AT CITY OF BATAVIA  
1 BATAVIA CITY CTR  
BATAVIA NY 14020-2050



[View Current Bill Inserts](#)



[View Your Rights & Responsibilities](#)



**National Fuel®**

**FOR EMERGENCIES CALL: 1-800-444-3130**

For questions or service call National Fuel: (716) 686-6123 7:00am to 6:00pm Mon-Fri

Please pay by **April 28, 2023** to avoid a 1.5% late payment charge.

Account Number: **3685683 05**  
Service Address: **22 EVANS ST**  
Name: **CITY OF BATAVIA**  
Service Classification: **06-SC03 - NY GEN NON-RES CHOICE**

**General Information**

Your Natural Gas Delivery Company is:  
NATIONAL FUEL GAS DISTRIBUTION CORPORATION  
2875 UNION RD  
SUITE 44  
CHEEKTOWAGA NY 14227  
Office Hours: Monday-Friday 8:15am to 4:30pm  
NATIONALFUEL.COM

Your Natural Gas Supplier is:  
NEW WAVE ENERGY,LLC  
410 MAIN ST  
BUFFALO NY 14202  
716-887-9700

**Budget Plan**

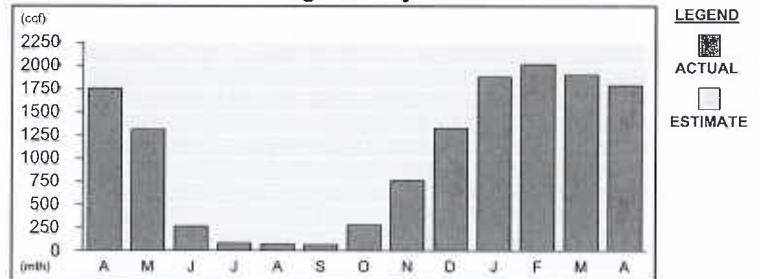
Have you considered the Budget Plan?  
If you enroll in the Budget Plan, having level and predictable monthly gas bills can help with budgeting your expenses.  
Please go to our website to enroll or call us.

**Account Summary as of April 4, 2023**

(Complete detail of Current Month Charges on reverse side)

Last Month's Ending Balance	1,178.20
Customer Payments Received	-1,178.20
Balance Remaining	0.00
NEW WAVE ENERGY Supply Charges	694.10
National Fuel Delivery Charges	385.91
<b>Total Account Balance</b>	<b>1,080.01</b>

**Usage History**



**Gas Usage**

Meter No.	Present Read Date	Present Read	Present Read Type	Prev. Read Date	Prev. Read	Prev. Read Type	Additional CCF	Total Meter CCF
88033	03/29/2023	92602	COMPANY	02/28/2023	90814	COMPANY	0	1788
Total Consumption (ccf) for 29 days								1788
12 Month Total Usage 11733 ccf			12 Month Average 977 ccf			Next Meter Read on or about 05/02/2023		

## Messages

Effective April 1, 2023, a System Improvement Tracker surcharge is included in the Delivery Adjustment Charge. Implementation of the SIT will allow National Fuel to recover qualified leak prone pipe replacement costs incurred from April 1, 2023 through September 2024. The charge was approved by the PSC on March 17, 2023 in Case 22-G-0703.

Thank you for your payment.

Compare your ESCO/Marketer bill to what you would have been billed if you purchased your gas from National Fuel at nationalfuel.com.

Bill is due upon receipt.

Your utility bill includes charges for the sale and delivery of your natural gas supply, as well as various state and local taxes, fees, surcharges and assessments.

**The following is a message from NEW WAVE ENERGY:**

Subject to your agreement and market conditions your invoice

includes adjustments to commodity rates.

### BILLING INFORMATION - Understanding your bill

The State Regulatory Commission approves all charges for gas service. You may review a copy of our current rate schedule at any of our offices. You may do this to check your monthly bill or to read about various charges on your bill. Terms that may appear on your bill are described below.

**Bill Payment:** You can pay your bill by mail, by phone, online or at our local offices. You can also pay at any authorized payment agent (fees may apply).

**Budget Plans:** National Fuel offers two budget plans. The most popular plan allows you to spread your payments over 12 months. Another lets you spread your payments over 10 months (from September through June), and then, in July and August you would pay for the actual amount of gas used.

**CCF:** One hundred cubic feet of gas; a measure of quantity. One ccf will heat about 160 gallons of your tap water to 130° F - the average hot water temperature.

**Customer Charge:** Covers some of the costs that do not change based on the amount of gas you use. These costs include meter reading and line maintenance. This charge is billed to you whether or not you use any gas.

**Delivery Adjustment Charge:** Reflects the monthly changes in the cost of reserve capacity and Commission approved surcharges and credits.

**Delivery Service Charges:** The charges that relate to the delivery of natural gas on our system to your service address. This is the utility's regulated cost of doing business (with associated taxes) and applies no matter which natural gas supplier you choose.



**Gas Supply Charges:** The charges for the natural gas product which is sold in cubic feet.

**Neighbor-For-Neighbor Heat Fund:** You may make voluntary donations to this fund to help qualifying individuals pay their utility bills.

**Notice of Electronic Check Conversion:** When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. With an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Tariff Surcharge:** The amount of allowed recovery by the Company of gross receipts taxes and corporate income tax.

**Weather Normalization Adjustment:** During the heating season, bills are adjusted (up or down) to reflect changes in actual weather levels.

<b>Current Month Charges</b>		<b>1,080.01</b>
Includes the following Gas Supply and Delivery Service Charges:		
<b>Gas Supply Charges</b>		
		
Commodity:	1788 ccf x 0.388199	694.10
<b>Total Gas Supply Charges:</b>		<b>694.10</b>
<b>Delivery Service Charges</b>		
		
Customer Charge (including 10 ccf):		17.86
Delivery of 490 ccf x 0.238796		117.01
Delivery of 1288 ccf x 0.181731		234.07
Delivery Adjustment Charge of 1788 ccf x 0.003719		6.65
Weather Adjustment		6.46
Tariff Surcharge		3.86
<b>Total Delivery Service Charges:</b>		<b>385.91</b>

**Customers with Hearing Disabilities (TDD/TTY):**

**Dial 7-1-1 or 1-800-662-1220**

For Gas Emergency provide Relay Operator with 1-800-444-3130

For Billing/Service provide Relay Operator with (716) 686-6123

**Please address all correspondence to:**

National Fuel

Attn: Correspondence

6363 Main St.

Williamsville, NY 14221





SERVICE FOR  
 BATAVIA SPORTS FACILITY  
 MANAGEMENT LLC  
 22 EVANS ST  
 BATAVIA NY 14020

BILLING PERIOD  
 Mar 15, 2023 to Apr 17, 2023

ACCOUNT NUMBER	<b>PLEASE PAY BY</b>	<b>AMOUNT DUE</b>
38725-31133	May 11, 2023	\$ 5,343.56

www.nationalgridus.com  
 C & I BUSINESS TEAM M-F 8-5  
 1-800-664-6729

GAS EMERGENCIES  
 1-800-892-2345  
*(Does not replace 911 emergency medical service)*

OUTAGE AND ELECTRIC EMERGENCIES  
 1-800-867-5222

CORRESPONDENCE ADDRESS  
 300 Erie Blvd West  
 Syracuse, NY 13202

DATE BILL ISSUED  
 Apr 17, 2023

**Enrollment Information**

To enroll with a supplier or change to another supplier, you will need the following information about your account:  
 Loadzone Genesee  
 Acct No: 38725-31133 Cycle: 13, BATA

**Electric Usage History**

Month	kWh	Month	kWh
Sep 22	20720	Apr 23	56160
Oct 22	81520		
Nov 22	82160		
Dec 22	76960		
Jan 23	75040		
Feb 23	81440		
Mar 23	76800		

**Billed Demand Last 12 months**

Minimum	152.8
Maximum	212
Average	170.5



300 Erie Blvd West  
 Syracuse NY 13202-0960

BATAVIA SPORTS FACILITY  
 MANAGEMENT LLC  
 22 EVANS ST  
 BATAVIA NY 14020-3111

018768

NATIONAL GRID  
 PO BOX 371376  
 PITTSBURGH PA 15250-7376

**ACCOUNT BALANCE**

Previous Balance		6,905.64
Payment Received on APR 10 (ACH)	THANK YOU	- 6,905.64
Current Charges		+ 5,343.56
<b>Amount Due ▶</b>		<b>\$ 5,343.56</b>

To avoid late payment charges of 1.5%, \$ 5,343.56 must be received by May 11 2023.

**SUMMARY OF CURRENT CHARGES**

	DELIVERY SERVICES	SUPPLY SERVICES	TOTAL
Electric Service	2,856.34	2,487.22	5,343.56
<b>Total Current Charges</b>	<b>\$ 2,856.34</b>	<b>\$ 2,487.22</b>	<b>\$ 5,343.56</b>

- Save time and money! Sign up for paperless billing and receive a \$ 0.41 credit on your monthly bill. Visit our website to enroll today.
- Tougher Penalties Help Protect Utility Workers:** New York State has new laws in place to help better protect our field workers who face a number of challenges. Now, any action by a member of the public that prevents a utility worker from performing their job, or causes the worker physical injury, is considered a felony.
- Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit [www.ngrid.com/billhelp](http://www.ngrid.com/billhelp).
- WILL WE BE ABLE TO REACH YOU DURING A POWER OUTAGE?:** During a power outage, phones with a direct link to a local phone line are able to operate. Phones that are **not** directly linked (for example, wireless phones with answering machines) need electricity to make/receive calls. If you would like to register another phone number, such as a cell phone, as your account's primary phone number, please go to [www.nationalgrid.com/myaccount](http://www.nationalgrid.com/myaccount) to update your information so that we may be able to reach you with important information during power outages.

KEEP THIS PORTION FOR YOUR RECORDS

RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	<b>PLEASE PAY BY</b>	<b>AMOUNT DUE</b>
38725-31133	May 11, 2023	\$ 5,343.56

ENTER AMOUNT ENCLOSED

\$

Write account number on check and make payable to National Grid

000534356 38725311337000534356131





SERVICE FOR  
 BATAVIA SPORTS FACILITY  
 MANAGEMENT LLC  
 22 EVANS ST  
 BATAVIA NY 14020

BILLING PERIOD  
 Mar 15, 2023 to Apr 17, 2023

PAGE 2 of 4

ACCOUNT NUMBER 38725-31133  
 PLEASE PAY BY May 11, 2023

AMOUNT DUE  
**\$ 5,343.56**

**Choosing an Energy Supplier** You can choose who supplies your energy. No matter which energy supplier you choose, National Grid will continue to deliver energy to you safely, efficiently and reliably. We will also continue to provide your customer service, including emergency response and storm restoration. National Grid is dedicated to creating an open energy market that lets you choose from a variety of competitive energy suppliers, who may offer different pricing options. For information on authorized energy suppliers and how to choose, please visit us online at [ngrid.com/uny-energychoice](http://ngrid.com/uny-energychoice)

**DETAIL OF CURRENT CHARGES**

**Delivery Services**

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	45751 <i>Actual</i>	45049 <i>Actual</i>	702	80	56160 kWh
<b>Total Energy Usage</b>					<b>56160 kWh</b>
<b>Billed Energy Usage</b>					<b>56160 kWh</b>
Demand	121.92 <i>Actual</i>	119.97 <i>Actual</i>	1.95	80	156.0 kW
<b>Total Demand Usage</b>					<b>156.0 kW</b>
<b>Billed Demand Usage</b>					<b>156.0 kW</b>

METER NUMBER 35474655      NEXT SCHEDULED READ DATE ON OR ABOUT May 18  
 SERVICE PERIOD Mar 15 - Apr 17      NUMBER OF DAYS IN PERIOD 33      METERING TYPE Secondary  
 RATE Electric SC2D      VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer					53.57
Demand	13.80363635	x	156 kW		2,153.37
SBC	0.005725	x	56160 kWh		321.52
RDM	-0.31	x	156 kW		-48.36
Legacy Transition Chrg	0.004541	x	56160 kWh		255.02
Transmission Rev Adj	-0.00334	x	56160 kWh		-187.57
Tariff Surcharge	1.0101 %				25.73
Sales Tax	11.0 %				283.06
<b>Total Delivery Services</b>					<b>\$ 2,856.34</b>

www.nationalgridus.com



We understand the impact of rising household expenses and can help you manage your energy bill, save energy and find assistance with our **Customer Savings Initiative.**

[ngrid.com/heretohelp](http://ngrid.com/heretohelp)

Entendemos el impacto del aumento de los gastos domésticos y, con nuestra Iniciativa de ahorro para clientes, podemos ayudarlo a gestionar su factura de energía, ahorrar energía y encontrar asistencia.

[ngrid.com/heretohelp](http://ngrid.com/heretohelp)

**Supply Services**

SUPPLIER National Grid

Electricity Supply	0.02636	x	56160 kWh	1,480.38
Merchant Function	0.00019212	x	56160 kWh	10.79
ESRM	0.012948	x	56160 kWh	727.16
Tariff Surcharge	1.0101	%		22.41
Sales Tax	11.0	%		246.48
<b>Total Supply Services</b>				<b>\$ 2,487.22</b>

## For Your Information

We want you to easily understand your bill, the terms we use and the charges that appear. Following is a brief explanation of items that appear on your bill, as well as payment programs and billing services we offer. If you have questions or want more detailed explanations, please visit our website at [www.nationalgrid.com](http://www.nationalgrid.com) or call 1-800-642-4272.

### Paying Your Bill/ Payment Options

- **DirectPay:** If you choose, National Grid will automatically withdraw your monthly bill payment from your checking or savings account. You will avoid the inconvenience of check writing, stamps, mailing and due dates. Your service bill will indicate your energy usage and the date of your next automatic withdrawal.
- **By Mail:** Send us your payment in the envelope provided with your bill. For your protection, please do not send cash. Put your 10-digit account number on your check or money order and include your bill stub. Please do not staple or paper clip your check to the stub.
- **In Person:** Pay at an authorized payment location by cash or check. Please bring your bill with you. Most locations charge a fee for providing this service. For the payment locations nearest you, visit our website or contact us.
- **Online:** Enroll online to receive and pay your bill online. The online function will begin with the next billing cycle following your enrollment.
- **Late Payment Charge:** To avoid Late Payment Charges, your payment must be received by the date shown on the front of the bill.

## Charges

Charges for electric or gas service are based on rates or prices approved by the New York State Public Service Commission (PSC). When changes in prices are approved by the PSC, information will be included with your bill. Complete price schedules are available on our website or by contacting us.

National Grid reserves the right to upwardly adjust a previously issued bill or back bill.

**Basic Service:** A charge to cover costs for meter reading, billing, equipment and maintenance. This charge is the same regardless of how much energy is used during the billing period.

**Tariff Surcharge:** New York State and many local municipalities impose taxes on National Grid's revenue. These operating costs are recovered through a tariff surcharge applied to all rates and charges and may vary among taxing municipalities within the National Grid system area.

**Sales Tax:** In some areas National Grid is required to collect state and local sales taxes. Some school districts also impose taxes.

## Billing Credits

**Paperless Billing Credit:** A credit provided to Customers who elect to receive their bills electronically through the Company's Online Bill-Pay Program.

**Outage Credit:** A Credit issued by the company in the event of a prolonged electric service outage.

## Energy Measurement Terms

**kWh:** The unit of electricity usage measured by your meter. One kilowatt-hour (kWh) is 1000 watts-hours, and will light a 100-watt bulb for 10 hours. The number of kWhs is used to determine the electricity charges on your bill.

**Meter Multiplier:** Due to their design, some meters record a fraction of the total usage. The multiplier is used to convert the recorded meter reading on these types of meters to total actual consumption.

## Electric Service

**Delivery:** National Grid's charge for bringing electricity from your supplier to your premise, regardless of supplier. Included, when applicable, are the following surcharges: Earnings Adjustment Mechanism, Dynamic Load Management, Non-Wires Alternative, Clean Energy Standard Delivery, Value of Delivery Energy Resources and Reliability Services Surcharge.

**Legacy Transition Charge (LTC):** All delivery service customers are billed the cost or benefit of electricity supply contracts the Company entered prior to June 1, 2001. Residential customers also receive the benefit of low cost hydropower and a discount payment from the New York Power Authority.

**Customer Benefit Contribution (CBC):** Monthly \$/kW DC installed-capacity charge assessed to customers that install eligible generation assets after January 1, 2022 intended to collect certain public benefit program costs from these customers.

**Merchant Function Charge:** A charge for the Company's cost to procure electricity supply. The Company will not bill you this charge if you choose an alternate supplier.

**Capacity Tag:** Your adjusted electricity demand at the hour of the New York Control Area peak load in the most recent 12 month period ending May 1.

**SBC:** These charges reflect costs associated with mandated public policy programs, such as the Clean Energy Fund.

**Clean Energy Delivery:** Charges associated with Clean Energy Standard program costs.

**Revenue Decoupling Mechanism ("RDM") –** Reconciles actual billed delivery service revenues to annual target revenues. Delivery service revenues above target are refunded to customers. Target revenues above actual delivery service revenues are collected from customers.

**Transmission Revenue Adjustment:** Reconciles wholesale transmission service revenue to the forecasted transmission service revenue embedded in electric delivery rates. Transmission service revenues above those forecasted are credited to customers. Forecast revenues above actual revenues are collected from customers.

**SBC Exemption:** A credit provided to Customers who are not subject to the SBC.

**Electricity Supply:** The price of electricity supply used during the billing period. If you choose an alternate supplier, the price will be what you agree upon with that supplier.

**Electricity Supply Reconciliation Mechanism (ESRM):** Reconciles National Grid's electricity supply service revenues to the cost of Company purchased electricity, including Clean Energy Standard costs. Costs above revenues are recovered from customers. Revenues above costs are credited to customers.

## Estimating Your Usage

When we are unable to obtain a reading, we estimate your usage based on your past usage, taking current weather conditions into account. Because our meters keep a continuous record of usage, any difference between estimated and actual usage is reconciled with the next meter reading. To avoid estimated readings, you can take your own reading on or just before the scheduled date shown on your bill and call it in at 1-888-932-0301.

For more information, visit us at: [www.nationalgrid.com](http://www.nationalgrid.com) or call 1-800-642-4272. Customers with problems paying their National Grid bill should call 1-800-443-1837.

# Transaction Statement

**Service Address**

22 EVANS ST  
BATAVIA, NY 14020

**Mailing Address**

SKATING RINK  
22 EVANS ST  
1-1-447  
BATAVIA, NY 14020

**Account Number**

5409571000-000

**Amount Due**

\$7,161.42

**Account Number**

5409571000-000

**From - Through**

1/1/2022 - 12/31/2022

**Services**

SEWER  
WATER

**Service Address**

22 EVANS ST  
BATAVIA, NY 14020

**Beginning Balance**

\$1,699.02

Date	Type	Amount	Running Balance	Description
01/01/2022	Bill	\$2,759.01	\$4,458.03	Due Date 01/31/2022
02/25/2022	Penalty	\$171.81	\$4,629.84	
02/25/2022	Payment	(\$1,706.31)	\$2,923.53	Cash
03/23/2022	Payment	(\$164.67)	\$2,758.86	Cash
03/23/2022	Penalty	\$0.15	\$2,759.01	
04/01/2022	Bill	\$2,822.81	\$5,581.82	Due Date 05/02/2022
04/19/2022	Adjustment	\$331.09	\$5,912.91	Adjustment Reason: BILL ADJUSTMENT
05/03/2022	Penalty	\$311.50	\$6,224.41	
06/01/2022	Penalty	\$55.82	\$6,280.23	
07/01/2022	Penalty	\$55.82	\$6,336.05	
07/01/2022	Bill	\$813.84	\$7,149.89	Due Date 08/01/2022
08/02/2022	Penalty	\$137.21	\$7,287.10	
09/01/2022	Penalty	\$63.96	\$7,351.06	
10/03/2022	Penalty	\$63.96	\$7,415.02	
10/03/2022	Bill	\$390.65	\$7,805.67	Due Date 10/31/2022
10/18/2022	Payment	(\$390.65)	\$7,415.02	Check
11/01/2022	Penalty	\$99.12	\$7,514.14	
12/01/2022	Penalty	\$63.95	\$7,578.09	
12/06/2022	Payment	(\$416.67)	\$7,161.42	Check



# Transaction Statement

Total Due  
\$7,161.42

Account Number 5409571000-000

## Consumption Provided VIA Email:

Billing consumption for each quarterly bill as follows:

- January 1, 2022 Bill = 299,000 Gallons
- April 1, 2022 Bill = 306,000 Gallons
- July 1, 2022 Bill = 83,000 Gallons
- October 1, 2022 Bill = 36,000 Gallons

Thanks

Dan

\*\*\*\*\*  
Daniel P. Borchert, RMC/MMC  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020  
585-345-6318  
\*\*\*\*\*

# Appendix B – Energy Savings Calculations



**City of Batavia**  
**David McCarthy Memorial Ice Arena**  
**Chiller System Upgrades**

Project No. 612301

Date. 5/24/23

ECM No. 1

<b>Measure Summary</b>		
<b>Energy Savings</b>		
Water Savings	98	kGal/Year
Electrical Energy Savings	44,706	kWh/Year
Fossil Fuel Savings	95	mmBtu/Year
<b>Cost Savings</b>		
Water Cost Savings	\$ 921.61	\$/Year
Electrical Cost Savings	\$ 3,936.33	\$/Year
Fossil Fuel Cost Savings	\$ 585.60	\$/Year
Operational & Maintenance Savings	\$ 51,050.00	\$/Year
<b>Total Cost Savings</b>	<b>\$ 56,493.54</b>	<b>\$/Year</b>

Date: 5/22/2023

**David McCarthy Memorial Ice Arena**  
Chiller Plant Savings Opportunity - Chiller Replacement - ECM 1a

Calculated By: ZTJ  
Reviewed By: DJ

Existing Chiller	Tons
Chiller 1	100

Utility Rates		
Electric Utility Rate:	\$	0.0890 /kWh

Proposed Chiller	Tons
Chiller 1	134

BIN DATA - BUFFALO NIAGARA INTL AP				Chiller 1				Plant
OA Temp T db	OA Temp T wb	Total Hours	Cooling Tons	Chiller (% Load)	Chiller (Tons)	Chiller (kW)	Chiller (kWh)	Chiller (kWh)
2.5	2	31	35	35	35	45	1,380	1,380
7.5	6	64	35	35	35	45	2,848	2,848
12.5	10	220	35	35	35	45	9,791	9,791
17.5	14	465	35	35	35	45	20,695	20,695
22.5	20	401	37	37	37	47	18,863	18,863
27.5	24	351	41	41	41	52	18,287	18,287
32.5	29	616	45	45	45	57	35,081	35,081
37.5	34	767	48	48	48	62	47,279	47,279
42.5	39	546	52	52	52	66	36,158	36,158
47.5	44	403	56	56	56	71	28,510	28,510
52.5	48	299	59	59	59	75	22,501	22,501
57.5	51	278	63	63	63	80	22,185	22,185
62.5	56	344	66	66	66	84	29,048	29,048
67.5	61	161	70	70	70	89	14,364	14,364
72.5	64	87	74	74	74	94	8,194	8,194
77.5	66	49	78	78	78	99	4,870	4,870
82.5	68	5	82	82	82	105	524	524
87.5	72	0	87	87	87	111	0	0
92.5	0	0	92	92	92	117	0	0
							213,633	320,578

BIN DATA - BUFFALO NIAGARA INTL AP				Chiller 1				Plant
OA Temp T db	OA Temp T wb	Total Hours	Cooling Tons	Chiller (% Load)	Chiller (Tons)	Chiller (kW)	Chiller (kWh)	Chiller (kWh)
2.5	2	31	35	26	35	41	1,263	1,263
7.5	6	64	35	26	35	41	2,607	2,607
12.5	10	220	35	26	35	41	8,962	8,962
17.5	14	465	35	26	35	41	18,943	18,943
22.5	20	401	37	28	37	43	17,265	17,265
27.5	24	351	41	31	41	48	16,738	16,738
32.5	29	616	45	33	45	52	32,111	32,111
37.5	34	767	48	36	48	56	43,276	43,276
42.5	39	546	52	39	52	61	33,096	33,096
47.5	44	403	56	42	56	65	26,096	26,096
52.5	48	299	59	44	59	69	20,596	20,596
57.5	51	278	63	47	63	73	20,307	20,307
62.5	56	344	66	50	66	77	26,588	26,588
67.5	61	161	70	52	70	82	13,148	13,148
72.5	64	87	74	55	74	86	7,500	7,500
77.5	66	49	78	58	78	91	4,457	4,457
82.5	68	5	82	62	82	96	480	480
87.5	72	0	87	65	87	101	0	0
92.5	0	0	92	69	92	107	0	0
							195,544	293,433

Annual Savings Summary	
Electric Savings (kWh):	27,145
Electric Savings (\$):	\$ 2,390.12

Calculations	
1.	Chiller % Varries based on OA Temperature
2.	Chiller Tons = % Load x Chiller Full Load
3.	Chiller kW = Chiller Tons x Performance curve formula (show on graph)
4.	Chiller kWh = Chiller kW x Hours in each Bin





Date: 5/22/2023

**David McCarthy Memorial Ice Arena**  
 Chiller Plant Savings Opportunity - Brine Pump Replacement W/ VFD - ECM 1c

Calculated By: ZTJ  
 Reviewed By: DI

Existing Pumps	Type	Flow Rate	HP	kW Input
Brine Pumps	CV	1220	25	16

Proposed Pumps	Type	Flow Rate	HP	kW Input
Brine Pumps	VFD	1220	25	16

BIN DATA - BUFFALO NIAGARA INTL AP			BP-1				Plant
OA Temp T db	Total Hours	Cooling Tons	(% Load)	Flow (GPM)	Input (kW)	Input (kWh)	Pump (kWh)
2.5	31	35	100%	1,220	16	481	481
7.5	64	35	100%	1,220	16	993	993
12.5	220	35	100%	1,220	16	3,413	3,413
17.5	465	35	100%	1,220	16	7,214	7,214
22.5	401	37	100%	1,220	16	6,221	6,221
27.5	351	41	100%	1,220	16	5,445	5,445
32.5	616	45	100%	1,220	16	9,557	9,557
37.5	767	48	100%	1,220	16	11,899	11,899
42.5	546	52	100%	1,220	16	8,471	8,471
47.5	403	56	100%	1,220	16	6,252	6,252
52.5	299	59	100%	1,220	16	4,639	4,639
57.5	278	63	100%	1,220	16	4,313	4,313
62.5	344	66	100%	1,220	16	5,337	5,337
67.5	161	70	100%	1,220	16	2,498	2,498
72.5	87	74	100%	1,220	16	1,350	1,350
77.5	49	78	100%	1,220	16	760	760
82.5	5	82	100%	1,220	16	78	78
87.5	0	87	100%	1,220	16	0	0
92.5	0	92	100%	1,220	16	0	0
0	0	0					0
0	0	0					0
							78,920

BIN DATA - BUFFALO NIAGARA INTL AP			BP-2				Plant
OA Temp T db	Total Hours	Cooling Tons	(% Load)	Flow (GPM)	Input (kW)	Input (kWh)	Pump (kWh)
2.5	31	35	70%	1,220	8	253	253
7.5	64	35	75%	1,220	9	592	592
12.5	220	35	80%	1,220	10	2,284	2,284
17.5	465	35	85%	1,220	12	5,384	5,384
22.5	401	37	90%	1,220	13	5,146	5,146
27.5	351	41	95%	1,220	14	4,965	4,965
32.5	616	45	100%	1,220	16	9,557	9,557
37.5	767	48	100%	1,220	16	11,899	11,899
42.5	546	52	100%	1,220	16	8,471	8,471
47.5	403	56	100%	1,220	16	6,252	6,252
52.5	299	59	100%	1,220	16	4,639	4,639
57.5	278	63	100%	1,220	16	4,313	4,313
62.5	344	66	100%	1,220	16	5,337	5,337
67.5	161	70	100%	1,220	16	2,498	2,498
72.5	87	74	100%	1,220	16	1,350	1,350
77.5	49	78	100%	1,220	16	760	760
82.5	5	82	100%	1,220	16	78	78
87.5	0	87	100%	1,220	16	0	0
92.5	0	92	100%	1,220	16	0	0
0	0	0					0
0	0	0					0
							73,777

Annual Savings Summary	
Electric Savings (kWh):	5,143
Electric Savings (\$):	\$ 452.83

Utility Rates	
Electric Utility Rate:	\$ 0.0880 /kWh

Date: 5/24/2023

**David McCarthy Memorial Ice Arena**  
**Chiller Plant Savings Opportunity - Hot Water Heat Recovery - ECM 1d**

Calculated By: ZTJ  
 Reviewed By: DI

Assumptions	
BTU Content of Nat. Gas (Btu/therm)	100,000
Specific Heat of Water (Btu/(lb-F))	1
Water Density (lbs/gal)	8.33
Natural Gas Rate (\$/mmBtu)	\$ 6.1532

Annual Water Consumption		
Total Facility Water Usage <sup>1</sup> :	641.00	kGal/yr
Cooling Tower Makeup Water Usage:	340.35	kGal/yr
Ice Rink Process & Domestic Water Usage:	300.65	kGal/yr
% Hot Water Usage:	80%	

Annual Hot Water Energy Consumption		
	Existing	Proposed
Boiler Efficiency	84%	84%
Average Received Water Temp. (F)	50	90
Average Stored Hot Water Temp. (F)	140	140
Total Hot Water Usage (kGal/yr)	240.52	240.52
Total Natural Gas Usage (mmBtu/yr)	214	119

Annual Savings Summary	
Natural Gas Savings (mmBtu/yr):	95
Natural Gas Savings (\$):	\$ 585.60

**Note 1:** Total facility water usage derived from utility bills for the period during the ice rink cooling season (September - March)

**Formula(s):**

Total Hot Water Usage = (Total Facility Water Usage (During Cooling Season) - Total Cooling Tower Makeup Water Usage)

\* % Hot Water Usage (80%)

Nat. Gas Use = ((Total Water Use)\*(Water Density)\*(Specific Heat of Water)\*(Hot Water Temp. - Cold Water Temp.))/Boiler Efficiency/1000000

# MATERIAL & LABOR COST ESTIMATE

Project : David McCarthy Memorial Ice Arena  
 Project # : 612301  
 Measure : Chiller System Upgrades  
 Date : 05/25/23

Estimated by: Danforth  
 Checked by: ZTJ  
 Approved by: DI  
 File: Cost Estimate

Item No.	Description	Qty.	Unit	Material		Labor		Total Cost
				Unit Price	Total	Unit Price	Total	Labor & Material
1	Chiller System Upgrades	1	LS	\$1,546,338.42	\$1,546,338.42	Inc.	Inc.	\$1,546,338.42
2	Design Allowance	10%	%	\$156,195.80	\$156,195.80	Inc.	Inc.	\$156,195.80
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
SUBTOTALS:				Materials:	\$1,702,534.22	Labor:	\$0	\$1,702,534.22



Payment and Performance Bonds: \$15,619.58  
 Subtotal: \$1,718,153.80  
 Contingency: 10.0% \$171,815.38

**TOTAL: \$1,889,969.18**





Invoice: 90174247

**Bill-To Address**  
CITY OF BATAVIA  
ATTN MATT WORTH 5853451  
ONE BATAVIA CITY CENTRE  
Batavia NY 14020-2050

**Invoice Date:** 01/20/2022  
**Customer Number:** A00146007  
**Service Order:** 8000185228  
**PO number:** Bill Davis  
**Payment Terms:** Net Due in 30 Days  
**Payment Due Date:** 02/19/2022

**Location**  
Batavia Ice Rink  
22 Evans St  
Batavia NY 14020-3111

PO# 2022-199

**Work Performed**

400lbs Of R22

Total Net Amount 19,800.00 USD  
Total Tax Amount 0.00 USD  
**Total 19,800.00 USD**

*Performed per Carrier's terms and conditions. Carrier reserves the right to assess interest at the maximum rate allowable by law on amounts past due. Carrier Corporation, a Delaware Corp. F.E.I.N.06-0991716*

**Please remit payment to:**  
Carrier Corporation  
PO Box 93844  
Chicago, IL 60673-3844

**We greatly appreciate the opportunity to service your HVAC needs. To pay by M/C, Visa or Amex please visit [www.carrier.com/commercial/en/us/online-payments/online-payment-service/](http://www.carrier.com/commercial/en/us/online-payments/online-payment-service/).**

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof. Any claim for shortage or adjustment must be made within 30 days of receipt of the goods.

For all questions and inquires please call (800) 379-6484



Invoice: 90231843

**Bill-To Address**  
CITY OF BATAVIA  
ATTN MATT WORTH 5853451  
ONE BATAVIA CITY CENTRE  
Batavia NY 14020-2050

**Invoice Date:** 10/25/2022  
**Customer Number:** A00146007  
**Service Order:** 8000264634  
**PO number:** 2023-00000171  
**Payment Terms:** Net Due in 30 Days  
**Payment Due Date:** 11/24/2022

**Location**  
Batavia Ice Rink  
22 Evans St  
Batavia NY 14020-3111

2023-171  
MC

**Work Performed**

Got more info off of compressor for leaking capacity control valve. Looked at underfloor glycol system and found that every valve attached to it are shut off. Tank has no sight glass in it to check level. Don't want to open tank to system if it could take down heating loop for the rink and fire department. Recommend replacing system but at the minimum checked operation of it when no heat or ice is needed this summer.

Total Net Amount	21,950.00 USD
Total Tax Amount	0.00 USD
<b>Total</b>	<b>21,950.00 USD</b>

*Performed per Carrier's terms and conditions. Carrier reserves the right to assess interest at the maximum rate allowable by law on amounts past due. Carrier Corporation, a Delaware Corp. F.E.I.N.06-0991716*

**Please remit payment to:**  
Carrier Corporation  
PO Box 93844  
Chicago, IL 60673-3844

**We greatly appreciate the opportunity to service your HVAC needs. To pay by M/C, Visa or Amex please visit [www.carrier.com/commercial/en/us/online-payments/online-payment-service/](http://www.carrier.com/commercial/en/us/online-payments/online-payment-service/).**

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof. Any claim for shortage or adjustment must be made within 30 days of receipt of the goods.

For all questions and inquires please call (800) 379-6484



Invoice: 90251968

**Bill-To Address**  
CITY OF BATAVIA  
ATTN MATT WORTH 5853451  
ONE BATAVIA CITY CENTRE  
Batavia NY 14020-2050

**Invoice Date:** 01/13/2023  
**Customer Number:** A00146007  
**Service Order:** 8000281386  
**PO number:** 2023-00000188  
**Payment Terms:** Net Due in 30 Days  
**Payment Due Date:** 02/12/2023

**Location**  
Batavia Ice Rink  
22 Evans St  
Batavia NY 14020-3111

**Work Performed**

12/21/2022 Arrived onsite and checked in with customer Added oil to system Leak checked chiller there are several leaks that need to be repaired. Thank you for your business!

Total Net Amount	9,300.00 USD
Total Tax Amount	0.00 USD
<b>Total</b>	<b>9,300.00 USD</b>


*Performed per Carrier's terms and conditions. Carrier reserves the right to assess interest at the maximum rate allowable by law on amounts past due. Carrier Corporation, a Delaware Corp. F.E.I.N.06-0991716*

**Please remit payment to:**  
Carrier Corporation  
PO Box 93844  
Chicago, IL 60673-3844

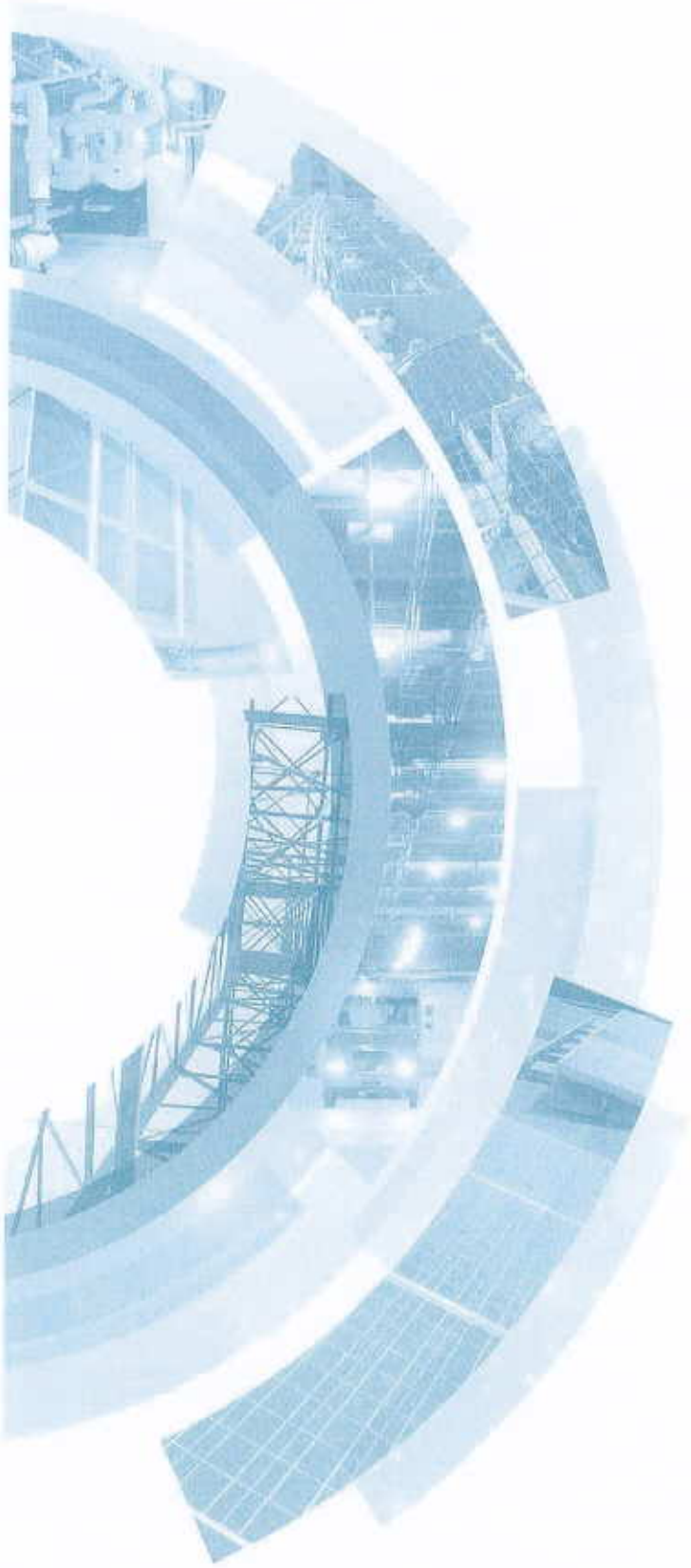
**We greatly appreciate the opportunity to service your HVAC needs. To pay by M/C, Visa or Amex please visit [www.carrier.com/commercial/en/us/online-payments/online-payment-service/](http://www.carrier.com/commercial/en/us/online-payments/online-payment-service/).**

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof. Any claim for shortage or adjustment must be made within 30 days of receipt of the goods.

For all questions and inquires please call (800) 379-6484

PO 2023-188  
 1-19-23 \$9,300.00

# Appendix C – Product Literature







DAS HERZ DER FRISCHE

CO<sub>2</sub> // SEMI-HERMETIC

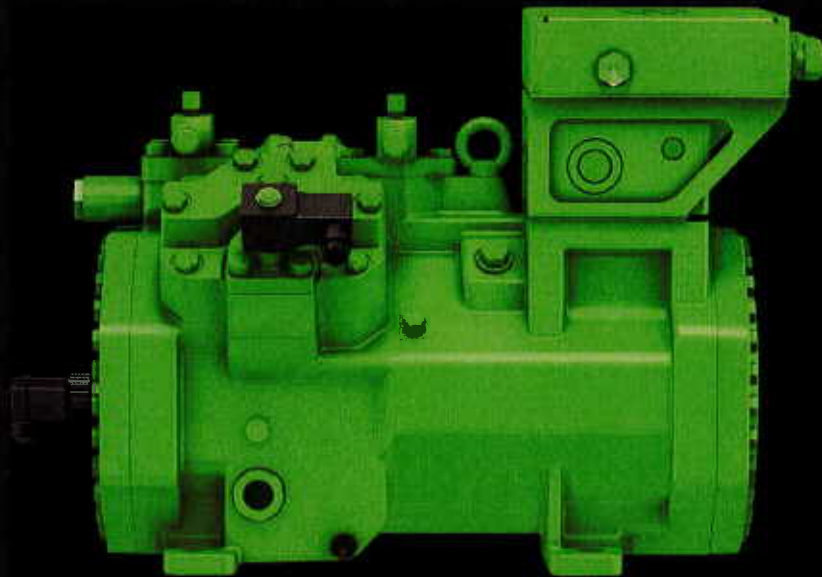
# RECIPROCATING COMPRESSORS

50 Hz // KP-130-10 EN

TRANSCRITICAL APPLICATIONS



WITH IQ MODULE



ECOLINE // ECOLINE+ // VARISPEED



CO<sub>2</sub>



INTELLIGENT  
PRODUCTS



ADVANCED MOTOR  
TECHNOLOGY



## BITZER Innovation Targets

### Products for refrigerants with low greenhouse warming potential (GWP)

- // for naturally appearing substances
- // for new refrigerants like R1234yf, R1234ze(E) and low-GWP-blends

These refrigerants reduce the direct contribution of refrigeration systems to global warming.

### Products with high efficiency in full and part load

- // Efficiency improvements of motor and mechanics
- // high system efficiency in part load operation
  - by optimised mechanical capacity regulation
  - by specially developed frequency inverters

This reduces the indirect contribution to global warming by saving energy.

### Simple handling and serviceability with advanced electronic modules

- // Electronic components for
  - Data logging
  - Capacity regulation
  - Actuation of accessories
- // Unified user software for simple configuration. Choose compressor or condensing unit and refrigerant. Ready.

This makes it simple to fully utilize the efficiency potential of our products and optimise operation.

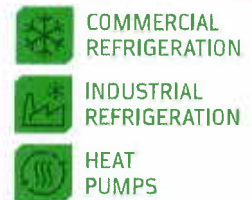
## Semi-hermetic reciprocating compressors for CO<sub>2</sub>

Content	Page
<b>ECOLINE series for transcritical CO<sub>2</sub> applications</b>	3
<b>ECOLINE+ series for transcritical CO<sub>2</sub> applications</b>	4
<b>ECOLINE VARISPEED series for transcritical CO<sub>2</sub> applications</b>	5
<b>Accessories</b>	6
<b>Application limits</b>	8
<b>Performance data</b>	9
<b>Technical data and performance data</b>	11
<b>Dimensional drawings</b>	13

## Introduction

The refrigerant R744/CO<sub>2</sub> is used in many commercial and industrial refrigeration systems, as well as in heat pumps.

The ECOLINE compressors for transcritical applications are developed for medium temperature applications, heat pumps, heat recovery, and as parallel compressors in booster systems, and are also suitable for similar applications.





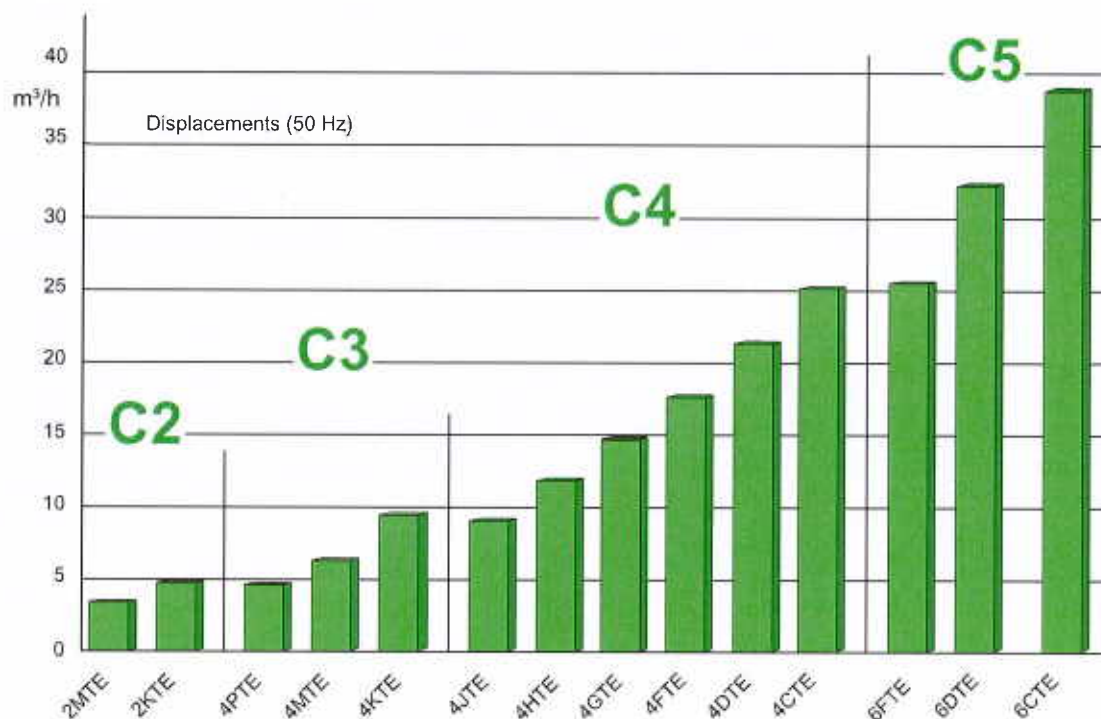
## ECOLINE series for transcritical CO<sub>2</sub> applications

BITZER compressors for transcritical CO<sub>2</sub> applications have been used worldwide since 2004 with great success. The 2-, 4- and 6-cylinder compressors allow a wide range of applications, providing highest energy efficiency and operational reliability. By using new ECOLINE housings with flow optimized suction and discharge gas channels and high efficient motors, BITZER can offer an optimum efficiency for all CO<sub>2</sub> applications and markets.

### Highlights and technical features

- // The capacity range covers displacements from 3.3 m<sup>3</sup>/h to 38.2 m<sup>3</sup>/h
  - // Housing with high pressure strength and no bottom plate. Maximum permissible pressure levels:
    - High pressure side 160 bar
    - Low pressure side 100 bar
  - // Wear-resistant drive gear with further developed multilayer bearings
  - // Optimized oil management
  - // Quiet and low vibration
  - // Particularly well suited to the operation with frequency inverter in order to increase and control capacity
- Standard speed range:
- 2MTE .. 2KTE: 30-75 Hz
  - 4PTC .. 4DTC: 25-70 Hz
  - 4CTC: 25-65 Hz
  - 6FTE .. 6CTE: 25-70 Hz
- // High energy efficiency
    - suction gas-cooled motor – very suitable for speed regulation
    - very efficient working valves, special drive gear geometry
    - cylinder heads with separate, thermally isolated high and low pressure chambers
  - // Wide application range
    - in commercial and industrial refrigeration, air condition and heat pump systems

### Capacity range ECOLINE series



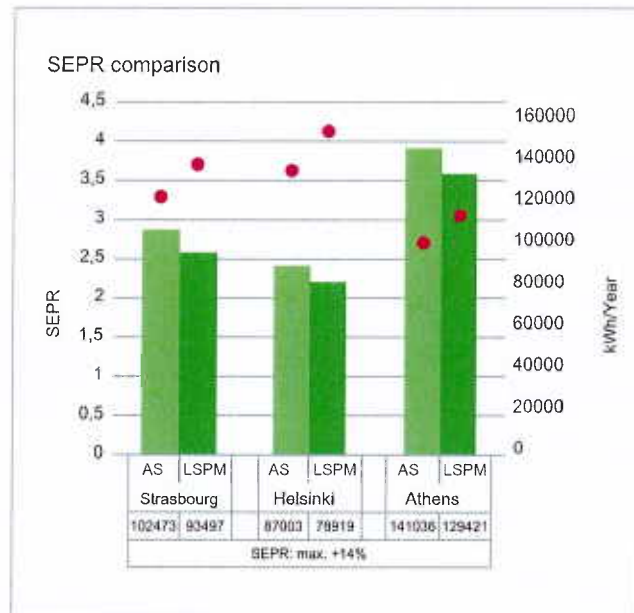


**ECOLINE + series  
for transcritical CO<sub>2</sub> applications**

BITZER ECOLINE + provides the highest possible eco-efficiency. The natural refrigerant CO<sub>2</sub> is combined with highest efficiency. Smart electronics with easy application are added. The Line Start Permanent Magnet Motor (LSPM) improves the motor efficiency and increases the seasonal performance. A high seasonal performance reduces the TEWI (Total Equivalent Warming Impact) and operating costs and thus minimizes the refrigeration and A/C industry's contribution to global warming.

Annual Energy Consumption [kWh]

- AS: asynchronous motor
- LSPM: LSPM motor
- SEPR (Seasonal Energy Performance Ratio)



**Line Start Permanent Magnet Motor (LSPM)**

- // High efficiency of a synchronous motor due to permanent magnets
- // Asynchronous (AS) motor start due to squirrel cage rotor
- // Rotor of a LSPM motor synchronizes with the operating frequency, rotor losses become zero
- // Increased efficiency over wide working range of the motor, see fig. 1
- // Annual efficiency increasing in the range up to 14% due to highest improvements in the most common operating area, see fig. 2

- // The technology combines the higher efficiency of the synchronous motor with the robustness and easy use of the asynchronous motor
- // LSPM motors can either be connected directly to the power supply system or be operated with frequency inverter (frequency range defined by BITZER)
- // A fast overcurrent protection device is required in order to avoid a demagnetization.

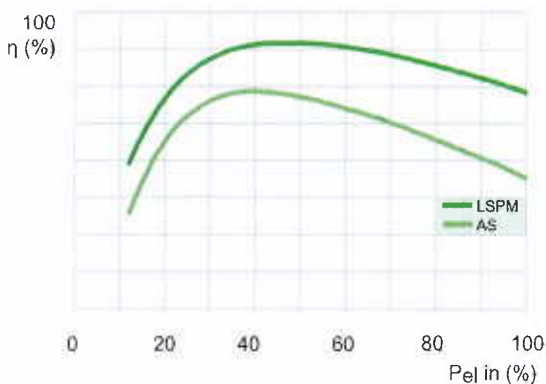


Fig. 1: Comparison LSPM and AS motor; motor efficiencies versus relative power input

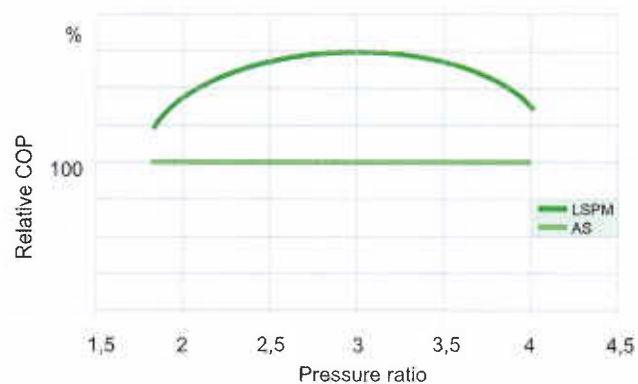
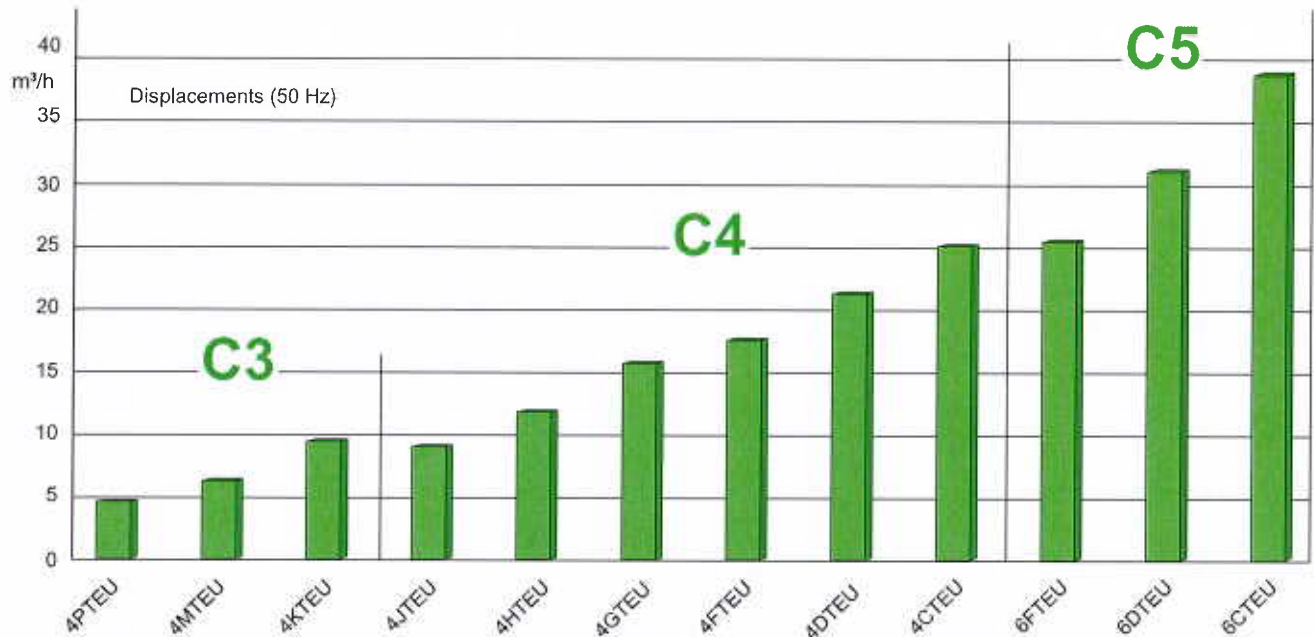


Fig. 2: COP improvement LSPM compared to AS motor at constant suction conditions





### Capacity range ECOLINE+ series



### ECOLINE VARISPEED series for transcritical CO<sub>2</sub> applications

Due to the performance characteristics of CO<sub>2</sub> systems, an efficient and stepless capacity control is particularly important.

For several years, BITZER has been offering its own compressors for transcritical CO<sub>2</sub> applications with integrated frequency inverter (FI).

What makes it special:

- // The frequency inverter is solidly flanged on the compressor's motor cover.
- // The suction gas cooling for the power elements of the FI ensures an optimum temperature of the electrical components and therefore no fan or regular maintenance work is needed.
- // Through supersynchronous operation the compressor cooling capacity can be increased by approx. 70% compared to fixed speed at 50 Hz.

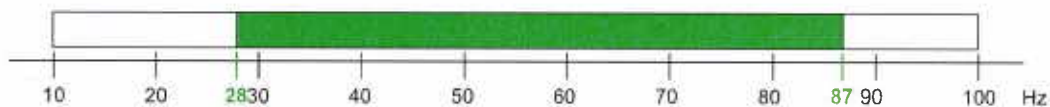
The stepless capacity control minimizes suction pressure fluctuations and cycling frequencies and therefore saves energy costs.

The quality of refrigerated and frozen products or the cooling process can be increased as well. Especially in single compressor applications the control characteristics can be significantly improved and for compound systems there are also considerable advantages. Here the controlled compressor takes the basic load and adapts the capacity when switching on and off additional compressors. This allows a stepless capacity modulation of the entire unit over a wide capacity range.

The compressor's running time is optimized by speed adjustment, and in combination with the soft starting characteristics of the FI the well-known unique ECOLINE reliability is further increased.



### Frequency range ECOLINE VARISPEED series



Operation < 50 Hz partly restricted with high pressure ratios.



## Accessories

### IQ MODULE CM-RC-01

The new generation of extended BITZER compressor modules reliably operates, monitors and protects reciprocating compressors and communicates with the superior system controller. Sensors and actuators are prewired and preconfigured in the BITZER factory.  
Option: 4PTEU..6CTEU

#### The new, extended protection concept

Intelligent actuation of the following components to improve the system efficiency:

- // Oil heater
- // VARISTEP capacity control

#### Monitored compressor parameters:

- // Motor and discharge gas temperature
- // High-pressure switch
- // Oil pressure (with the new oil pressure switch) or oil level

#### Diagnosis:

- // An early warning system signals critical operating conditions
- // Data log of all digital and analog inputs and outputs
- // Alarm and warning history
- // Runtime and load statistics

#### Communication:

- // via Modbus (standardized interface)
- // via Bluetooth
- // Configuration and operation monitoring via the BEST SOFTWARE
- // Status LED for quick diagnosis



**IQ** INTELLIGENT PRODUCTS

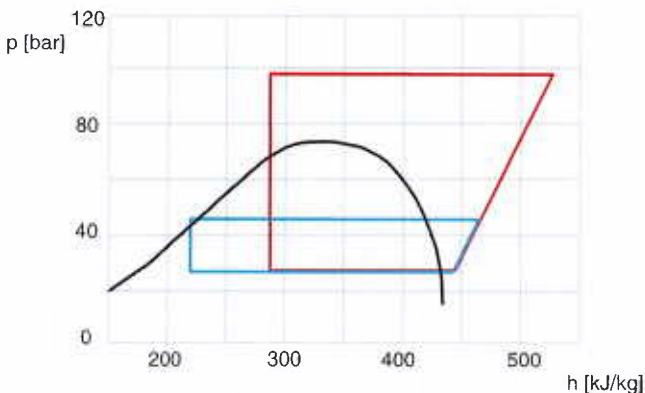


Fig. 3: Example of summer ( — ) and winter ( — ) operation in p,h-diagram

#### Capacity control VARISTEP

New mechanical capacity control especially for CO<sub>2</sub> compressors. Optionally available only with IQ MODULE.

- // Designed for high pressures and pressure differences in transcritical CO<sub>2</sub> applications
- // Adaption of the capacity to the demand in a wide range from 100% to ca. 10% to
  - cover the large differences between summer and winter operation
  - reach exactly matching capacity in compound operation
- // Innovative control piston design for higher cycling frequency
- // Virtually stepless capacity control, with easy and effective modulation by the CM-RC-01 module
- // Rapid reactions to system changes, and thus, minimizations of pressure fluctuations
- // Increased overall system efficiency through more stable and higher average suction gas pressure

See price list for scope of delivery



## VARIPACK – External BITZER frequency inverters

For easy and safe capacity control, BITZER VARIPACK series offers a new generation of intelligent frequency inverters that can be used with all BITZER reciprocating compressors.

The new VARIPACK frequency inverter series was specially developed for refrigeration and operation of BITZER refrigeration compressors. The focus of the development was the easy use, the reliability and the high performance of the frequency inverters.

### Selection and assignment

The VARIPACK frequency inverters are completely integrated in the BITZER SOFTWARE and can be found under the button "Accessories".

The visualisation of the resulting application limit allows you to create an economic but yet operationally safe selection for every application, even without any extensive special knowledge of frequency inverters and manual calculation steps.

### Operation

Communication with the VARIPACK frequency inverters for configuring, monitoring and reading out fault messages can be done with

- // The BEST SOFTWARE,
- // The control panel.



 FREQUENCY INVERTER



Via PC, a lot of BITZER IQ products may be configured with the BEST SOFTWARE. With its intuitive user interface displays a complete operating status overview including data log for easy maintenance and service. This is completely in line with our innovation targets.

### Easy Configuration

- // Easy device parameterization
- // Storage and installation of device and compressor setups
- // Safe and easy firmware update

### Reliable online diagnosis

- // Display of all connected sensors, e. g. pressure transmitters, temperature sensors, oil level switches, digital and analog inputs and outputs
- // Current operating point in the application limit
- // Current capacity control status

### Comfortable analysis

- // Data log download and visualization of all operating parameters
- // Alarm list with integrated help function for easy maintenance and service

### Communication

- // Via BEST interface converter and Bluetooth

See price list for scope of delivery



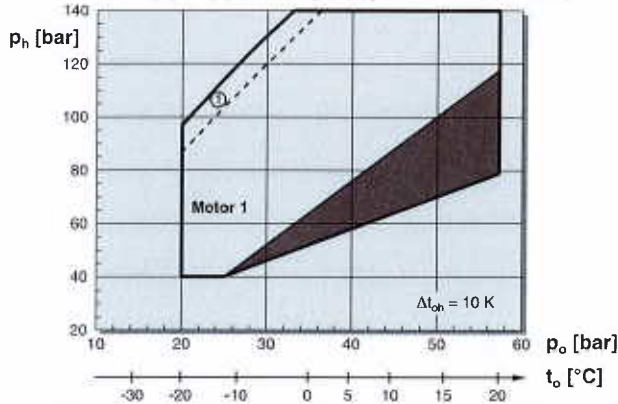




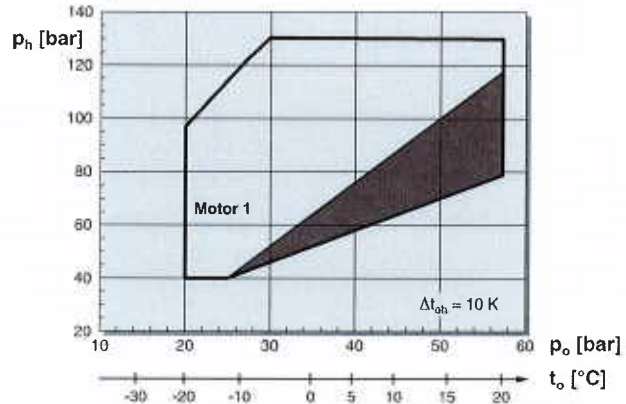
## Application limits

based on 10 K suction gas superheat

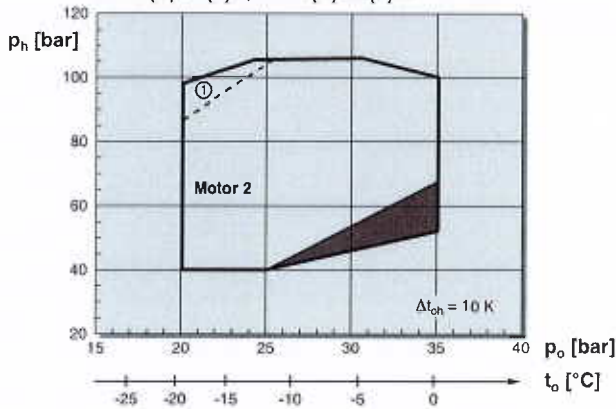
2MTE(U)-5(L)K, 2KTE(U)-7(L)K, 4PTE(U)-7(L)K,  
4MTE(U)-10(L)K, 4JTE(U)-15(L)K, 4HTE(U)-20(L)K,  
4GTE(U)-30(L)K, 4FTE(U)-30(L)K, 6FTE(U)-50(L)K



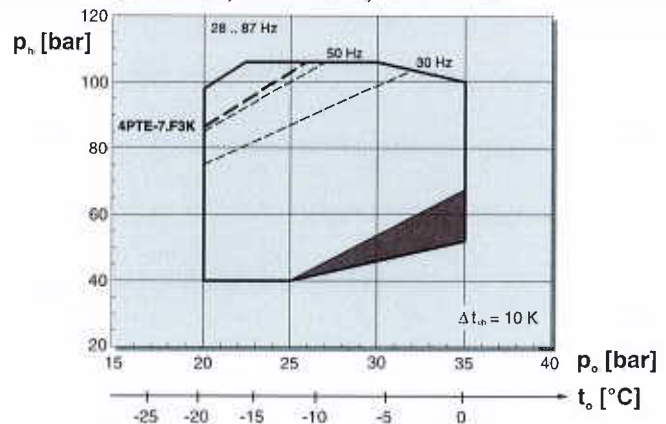
6DTE(U)-50(L)K



2MTE(U)-4(L)K, 2KTE(U)-5(L)K, 4PTE(U)-6(L)K,  
4MTE(U)-7(L)K, 4KTE(U)-10(L)K, 4JTE(U)-10(L)K,  
4HTE(U)-15(L)K, 4GTE(U)-20(L)K, 4FTE(U)-20(L)K,  
6DTE(U)-25(L)K, 4CTE(U)-30(L)K, 6FTE(U)-35(L)K,  
6DTE(U)-40(L)K, 6CTE(U)-50(L)K



4PTE-7.F3K, 4MTE-10.F4K, 4KTE-10.F4K



- $t_o$  Evaporating temperature (°C)
- $\Delta t_{oh}$  Suction superheat (K)
- $p_o$  Suction pressure abs. (bar)
- $p_h$  High pressure abs. (bar)
- ① Range with limitations for the compressors 4PTEU

Suction gas superheat > 10 K causes a reduced application range – requires, if necessary, controlled refrigerant injection into the suction line and thermal protection by means of a discharge gas temperature sensor.

- Mind operating parameters
  - minimize suction pressure variations
  - consider maximum cycling frequency
- Consultation with BITZER is recommended.

### Oil charge

- BSE85K: Standard
- BSG68K: Option as standard oil charge and recommended with suction pressure >40 bar and/or high pressure >120 bar (e. g. heat pumps)





## Performance data



The BITZER SOFTWARE is available in many languages as download for Windows or online version. It is compatible with all browsers and always up to date. The program is ideal for tablets and smartphones.

The BITZER SOFTWARE covers:

- // Performance data for all common refrigerants at freely selectable operating conditions
- // All relevant technical data
- // Calculation results and individually designed performance tables for compressors
- // Seasonal calculation
- // Parallel compounds
- // Available accessories and their selection
- // All relevant technical documents
- // More BITZER products

[www.bitzer-software.com](http://www.bitzer-software.com)

Compressor	8CTE 50K 40P
Capacity steps	100%
Cooling capacity	548 kBtu/h
Evaporator capacity	548 kBtu/h
Power input	48,1 kW
Current (460V)	78,4 A
power factor	0,77
Voltage range	440-480V
Gas cooler capacity	712 kBtu/h
COP/EER	11,38
Mass flow	7063 lb/h
Discharge gas temp. w/o cooling	175,2 °F
optimal high pressure	1088 psia



### ASERCOM certified performance data

The Association of European Refrigeration Component Manufacturers (ASERCOM) has implemented a procedure of certifying compressor performance data.

The high standard of this certification is assured by

- // plausibility checks of the data performed by experts
- // regular random tests at independent institutes

These high efforts result in the fact that only a limited number of compressors can be submitted. Due to this not all BITZER compressors are certified yet.

Performance data of compressors which meet the strict requirements may carry the label "ASERCOM certified product".

All certified compressors and further information are listed on the ASERCOM website ([www.ASERCOM.org](http://www.ASERCOM.org)).



In the BITZER SOFTWARE the appropriate compressors are marked with this label.

### Explanation of model designation

Example

**4** M T E U - 10 L .F4 K

Index for number of cylinders

4 **M** T E U - 10 L .F4 K

Identification letter for bore x stroke

4 M **T** E U - 10 L .F4 K

Identification letter for transcritical CO<sub>2</sub> application

4 M T **E** U - 10 L .F4 K

Identification letter BITZER ECOLINE

4 M T E **U** - 10 L .F4 K

Identification letter BITZER ECOLINE +

4 M T E U - **10** L .F4 K

Code for motor size

4 M T E U - 10 **L** .F4 K

Motor codes: LSPM motor

4 M T E U - 10 L **.F4** K

Code for frequency inverter

4 M T E U - 10 L .F4 **K**

Identification letter for oil charge

K = BSE85K, Z = BSG68K



## Technical data and performance data

### Performance data 50 Hz

based on 10 K suction superheat and compressors with suction and discharge shut-off valve.

Condenser and gas cooler conditions:

$t_{GC} = 35^{\circ}\text{C}$ ,  $p_h = 90 \text{ bar}$ .

Compressor type	Motor version	Displacement at 50 Hz	Number of cylinders	Refrigerating capacity		Power consumption		Oil charge	Weight	Pipe connections		Motor	Electrical data	
				$Q_o$ (kW) $t_o = -10^{\circ}\text{C}$	$t_o = +5^{\circ}\text{C}$	$P_e$ (kW) $t_o = -10^{\circ}\text{C}$	$t_o = +5^{\circ}\text{C}$			DL	SL		Max. operating current	Starting current (locked rotor)
		m <sup>3</sup> /h		kW	kW	kW	kW	dm <sup>3</sup>	kg	mm	mm	V	A	A
<b>ECOLINE compressors for transcritical CO<sub>2</sub> applications</b>														
2MTE-4K	2	3,3	2	6,56		3,85		1,2	94	18	22	ΔY (40S) 220..240V Δ-3-50Hz 380..420V Y-3-50Hz 440..480V Y-3-60Hz	14,2/8,2	76/44
2MTE-5K	1	3,3	2	6,56	11,35	3,85	4,02	1,2	95	18	22		19,8/11,5	108/62
2KTE-5K	2	4,8	2	9,54		5,60		1,2	96	18	22		19,8/11,5	108/62
2KTE-7K	1	4,8	2	9,54	16,50	5,60	5,85	1,2	96	18	22		27,9/16,1	143/82
4PTE-6K	2	4,3	4	7,82		4,95		2,0	115	18	22		18,7/10,8	108/62
4PTE-7K	1	4,3	4	7,82	13,80	4,89	5,02	2,0	118	18	22		26,5/15,3	143/82
4MTE-7K	2	6,6	4	12,91		7,57		2,0	118	18	22		27,7/16,0	143/82
4MTE-10K	1	6,6	4	12,91	22,50	7,81	7,81	2,0	120	18	22		37,9/21,9	168/97
4KTE-10K	2	9,6	4	19,17		11,07		2,0	120	18	22		38,8/22,4	168/97
4JTE-10K	2	9,3	4	19,60		11,01		2,6	179	18	28		21,1	59/99
4JTE-15K	1	9,3	4	19,59	33,60	11,05	11,25	2,6	182	18	28	30,2	81/132	
4HTE-15K	2	12,0	4	25,06		13,83		2,6	182	18	28	27,1	81/132	
4HTE-20K	1	12,0	4	24,70	42,60	13,84	14,04	2,6	187	18	28	39,2	97/158	
4GTE-20K	2	15,0	4	31,30		17,66		2,6	187	18	28	35,7	97/158	
4GTE-30K	1	15,0	4	32,10	54,70	17,43	18,02	2,6	211	18	28	51,4	135/222	
4FTE-20K	2	17,5	4	36,60		20,60		2,6	187	18	28	42,0	97/158	
4FTE-30K	1	17,5	4	37,70	63,10	20,30	21,00	2,6	211	18	28	58,7	135/222	
4DTE-25K	2	22,0	4	47,00		26,80		2,6	211	18	28	51,9	135/222	
4CTE-30K	2	26,0	4	55,80		31,40		2,6	211	18	28	62,6	135/222	
6FTE-35K	2	26,0	6	56,00		31,30		2,8	233	28	35	65,0	165/275	
6FTE-50K	1	26,0	6	56,00	92,20	31,30	31,70	2,8	243	28	35	95,9	226/404	
6DTE-40K	2	30,3	6	65,10		36,30		2,8	238	28	35	75,9	219/362	
6DTE-50K	1	30,3	6	65,10	107,00	36,30	36,70	2,8	242	28	35	98,0	226/404	
6CTE-50K	2	38,2	6	81,70		46,30		2,8	241	28	35	99,0	226/404	
<b>ECOLINE+ compressors for transcritical CO<sub>2</sub> applications</b>														
4PTEU-6LK	2	4,5	4	8,40		4,92		2,0	114	18	22	ΔY (40S) 220..240V Δ-3-50Hz 380..420V Y-3-50Hz 440..480V Y-3-60Hz	15,8/9,1	88,5/51,0
4PTEU-7LK	1	4,5	4	8,40	14,67	4,87	4,99	2,0	114	18	22		22,3/12,9	117/67,0
4MTEU-7LK	2	6,9	4	13,69		7,44		2,0	111	18	22		23,7/13,7	117/67,0
4MTEU-10LK	1	6,9	4	13,68	23,50	7,42	7,54	2,0	113	18	22		36,0/20,8	140/81,0
4KTEU-10LK	2	9,9	4	19,71		10,33		2,0	112	18	22		35,9/20,7	140/81,0
4JTEU-10LK	2	9,7	4	21,00		10,68		2,6	179	18	22		31,7/18,3	158/91,2
4JTEU-15LK	1	9,7	4	20,90	34,60	10,73	10,97	2,6	182	18	22		46,4/26,8	206/119
4HTEU-15LK	2	12,4	4	27,00		13,38		2,6	182	18	22		40/23,1	206/119
4HTEU-20LK	1	12,4	4	25,80	43,40	13,09	13,32	2,6	187	18	22		64,3/37,1	301/174
4GTEU-20LK	2	26,9	4	32,60		16,77		2,6	187	18	22		57,3/33,1	301/174
4GTEU-30LK	1	26,9	4	32,80	55,80	16,56	17,14	2,6	211	18	22		79,7/46	385/222
4FTEU-20LK	2	18,1	4	38,10		19,59		2,6	187	18	22		66,3/38,3	301/174
4FTEU-30LK	1	18,1	4	38,60	64,40	19,30	20,00	2,6	211	18	22		93/53,7	385/222
4DTEU-25LK	2	22,7	4	48,50		24,70		2,6	211	18	22		84/48,5	301/174
4CTE-30LK	2	26,9	4	57,60		29,40		2,6	211	18	22		100,8/58,2	385/222
6FTEU-35LK	2	26,9	6	60,00		30,80		2,8	235	28	35		101,5/58,6	407/235
6FTEU-50LK	1	26,9	6	60,00	97,00	30,80	31,70	2,8	245	28	35		162,1/93,6	570/329
6DTEU-40LK	2	31,4	6	69,70		35,80		2,8	240	28	35		123,7/71,4	506/292
6DTEU-50LK	1	31,4	6	69,70	112,60	36,30	37,30	2,8	244	28	35		176,8/102,1	570/329
6CTE-50LK	2	39,5	6	87,70		45,90		2,8	243	28	35		172,3/99,5	570/329

Tentative data



## Technical data and performance data

### Performance data

based on 10 K suction superheat and compressors with suction and discharge shut-off valve.

Condenser and gas cooler conditions:

$t_{GC} = 35^{\circ}\text{C}$ ,  $p_h = 90 \text{ bar}$ .

Compressor type	Motor version	Displacement at 87 Hz	Number of cylinders	Refrigerating capacity		Power consumption		Oil charge ⑥	Weight ⑦	Pipe connections ⑤		FU connection	Electrical data ⑧	
				$Q_o$ (kW) $t_o = -10^{\circ}\text{C}$ 28 Hz	87 Hz	$P_e$ (kW) $t_o = -10^{\circ}\text{C}$ 28 Hz	87 Hz			DL	SL		Max. operating scurrent for 380V/50Hz	Max. power consumption
		m <sup>3</sup> /h		kW	kW	kW	kW	dm <sup>3</sup>	kg	mm	mm	V ①	A ②	kW ③

#### ECOLINE VARISPEED compressors for transcritical CO<sub>2</sub> applications

Compressor type	Motor version	Displacement at 87 Hz	Number of cylinders	$Q_o$ (kW) $t_o = -10^{\circ}\text{C}$ 28 Hz	87 Hz	$P_e$ (kW) $t_o = -10^{\circ}\text{C}$ 28 Hz	87 Hz	Oil charge ⑥	Weight ⑦	DL	SL	FU connection	Max. operating scurrent for 380V/50Hz	Max. power consumption
4PTE-7.F3K	1	7,5	4	3,4	14,1	2,81	9,23	2,0	123	18	22	380..480V/3/50Hz 380..480V/3/60Hz	18,5	11
4MTE-10.F4K	2	11,5	4	5,55	23,0	4,48	14,72	2,0	123	18	22		27,0	17
4KTE-10.F4K	2	16,8	4	8,32	34,5	6,36	20,9	2,0	123	18	23		38,0	25

$t_o$  Evaporating temperature ( $^{\circ}\text{C}$ )  
 $p_h$  High pressure abs. (bar)  
 $t_{GC}$  Gas cooler outlet temperature( $^{\circ}\text{C}$ )

#### Oil heater

// 230V

- 2MTE-4K..4KTE-10K: 0.. 120 W
  - 4JTE-10K..6CTE-50K: 0.. 140 W
  - 4PTEU.. 4KTEU: 0.. 120 W
  - 6FTEU.. 6CTEU: 0.. 140 W
  - 4PTE-7.F3K.. 4KTE-10.F4K: 0.. 120 W
- self-regulating PTC heater



Oil heater is generally required due to high solubility of CO<sub>2</sub> in the oil.

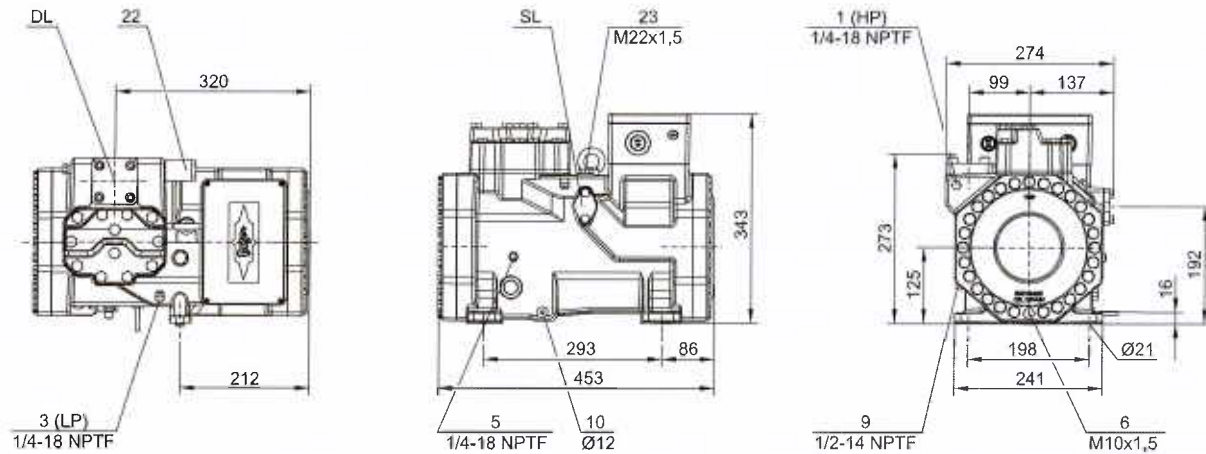
#### Explanations

- ① Tolerance ( $\pm 10\%$ ) based on mean value of voltage range. Other voltages upon request.
- ② For the selection of contacts, cables and fuses the max. working current/max. power consumption must be considered. A fast overcurrent protection device is required.  
Contactors: operational category AC3
- ③ Data for compressors with voltage 380 .. 420 V (220 .. 240 V) are based on an average voltage of 400 V (230 V).  
Conversion factors:  
380 V (220 V) 0.95  
420 V (240 V) 1.05
- ④ PW: motor for part winding start winding partition 50%/50%.  
Select motor contactors for approx. 60% of the max. operation current.
- ⑤ Pipe connections may vary depending on the selected shut-off valve. See operating instructions KB-130.
- ⑥ Reduced voltage range:  
- 380 .. 400/3/50  
- 440 .. 460/3/60
- ⑦ Input frequency inverter
- ⑧ Oil charge: BSE85K
- ⑨ including frequency inverter

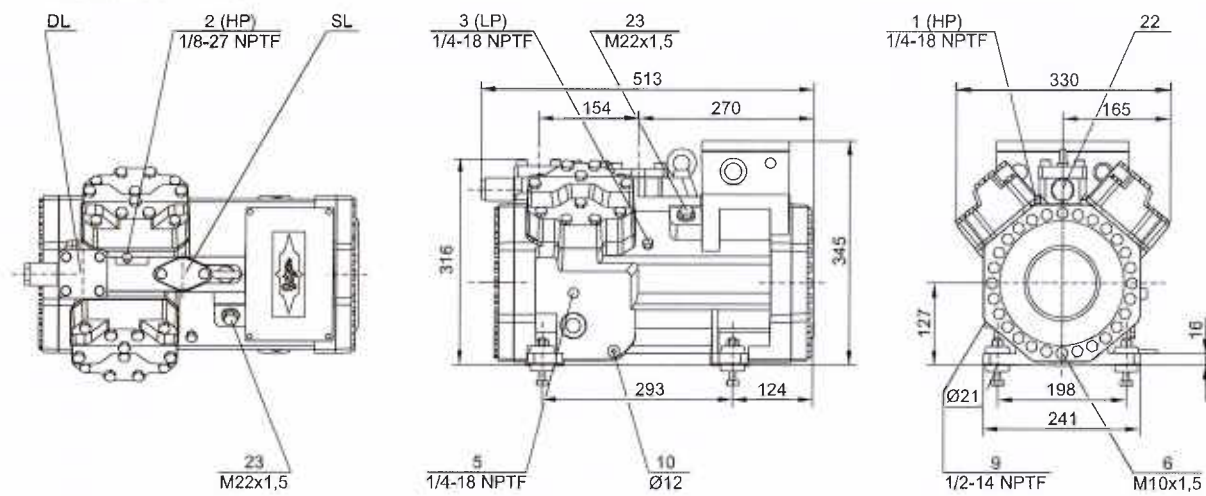


## Dimensional drawings

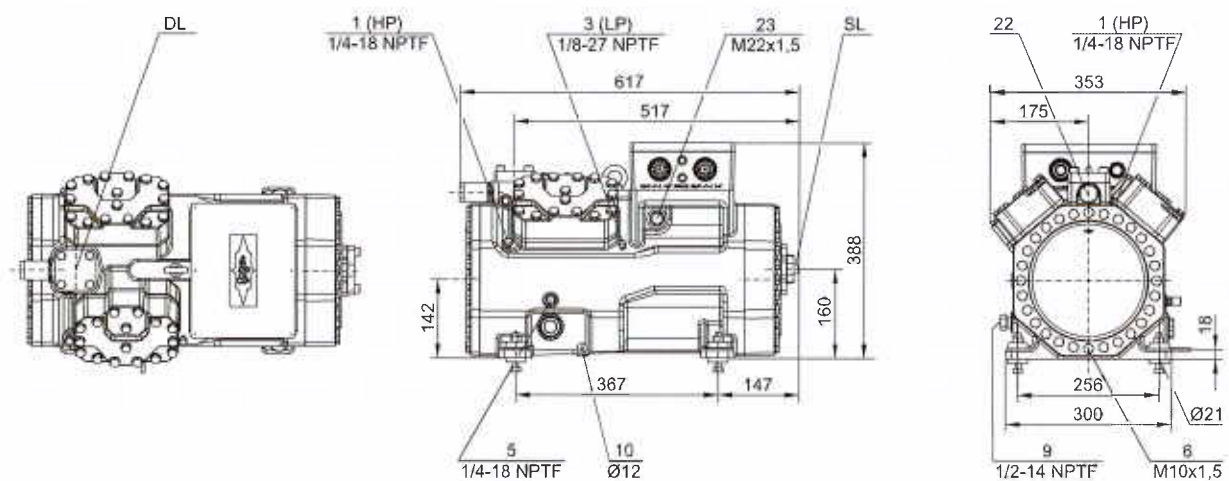
### 2MTE-4K..2KTE-7K



### 4PTE-6K..4KTE-10K



### 4JTE-10K..4FTE-20K, 4JTEU-10LK..4FTEU-20LK

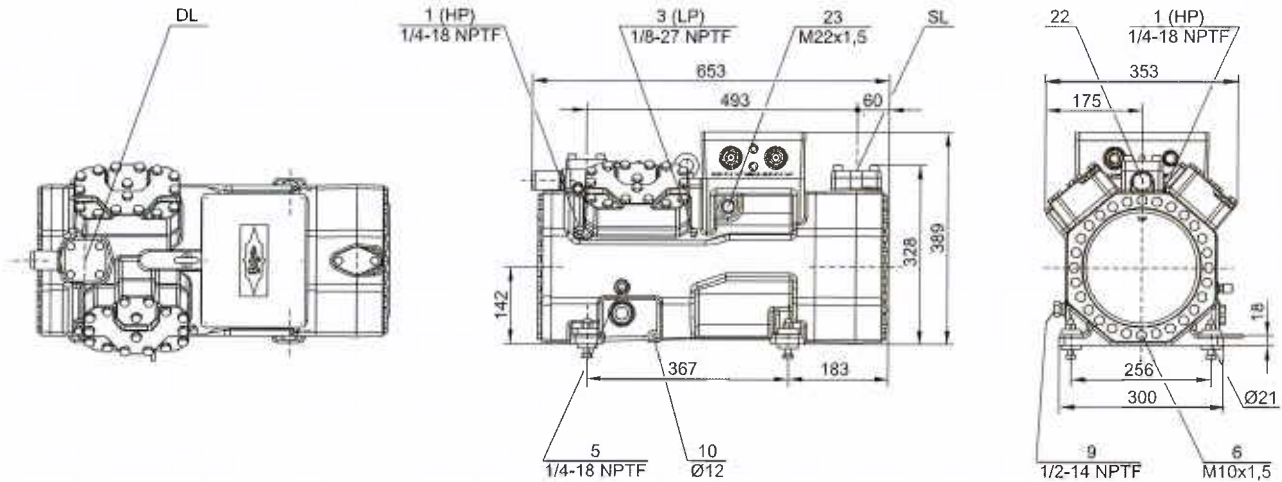


Connection positions see page 15

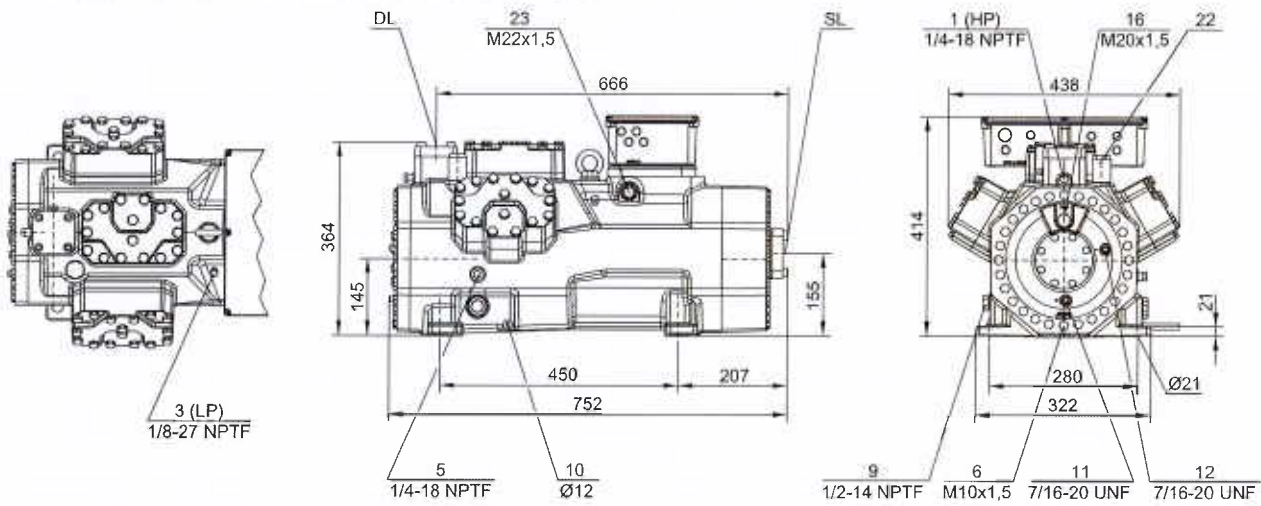


Dimensional drawings

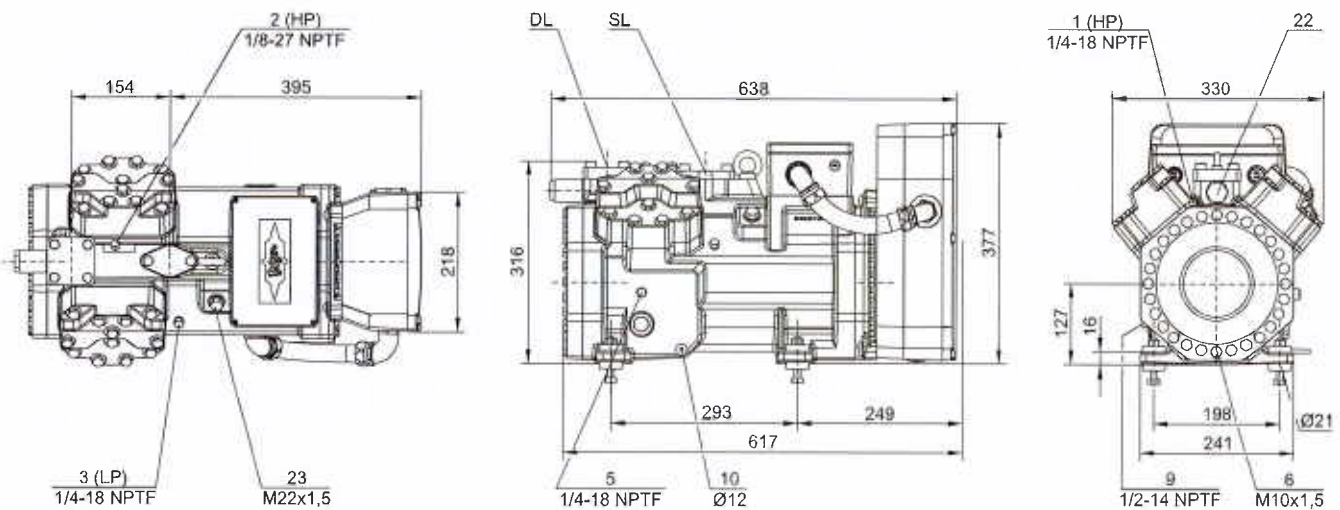
4FTE-30K..4CTE-30K, 4FTEU-30LK..4CTEU-30LK



6FTE-35K..6CTE-50K, 6FTEU-35LK..6CTEU-50LK



4JPTE-7.F3K..4KTE-10.F4K



Connection positions see page 15



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### Connection positions

- 1 High pressure connection (HP)
  - 3 Low pressure connection (LP)
  - 5 Oil fill plug
  - 6 Oil drain
  - 9 Connection for oil and gas equalization (parallel operation)
  - 10 Crankcase heater
  - 11 Oil pressure connection +
  - 12 Oil pressure connection –
  - 16 Connection for oil monitoring  
(opto-electronical oil monitoring "OLCK1" or differential oil  
pressure switch "Delta-PII")
  - 22 Pressure relief valve to the atmosphere (HP)
  - 23 Connection for pressure relief valve (LP) to the atmosphere
- SL** Suction shut-off valve  
**DL** Discharge shut-off valve



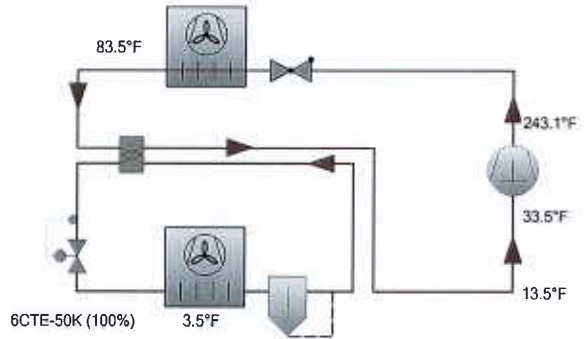




**Selection: Semi-hermetic Reciprocating Compressors**

**Input Values**

Compressor model	6CTE-50K
Mode	Refrigeration and Air conditioning
Refrigerant	R744
Reference temperature	Dew point temp.
Evaporating SST	3.50 °F
High pressure	Auto
Gas cooling outlet	83.5 °F
Suct. gas superheat	30.0 °F
Operating mode	Transcritical
Power supply	460V-3-60Hz UL
Capacity control	100%
Useful superheat	10.00 °F



**Result**

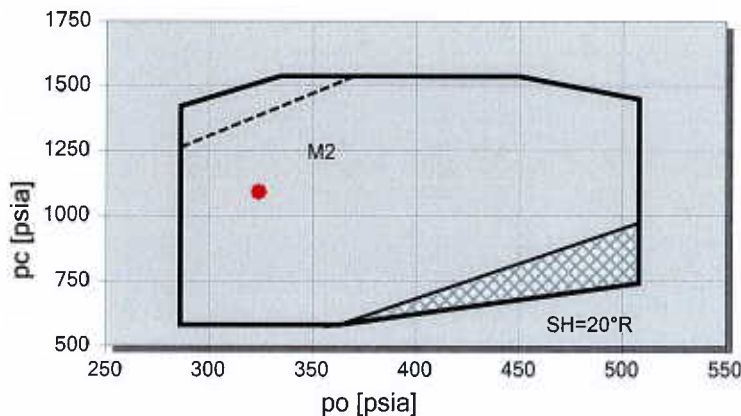
Compressor	6CTE-50K-2NU
Capacity steps	100%
Cooling capacity	322 kBtu/h
Cooling capacity *	322 kBtu/h
Evaporator capacity	297 kBtu/h
Power input	47.5 kW
Current (460V)	77.9 A
Voltage range	440-480V
Gas cooler capacity	484 kBtu/h
COP/EER	6.24
Mass flow	4278 lb/h
Discharge gas temp. w/o cooling	243 °F
optimal high pressure	1088 psia

Cooling = 26.8 TR = 94.2 kW (322kBtu/h)  
Power = 47.5 kW  
COP = 1.98

**Tentative Data.**

\*with 20°F suction gas superheat

**Application Limits 100% 6CTE-50K**



**Legend**

M2: motor 2

--- Operation above designated line not allowed for following compressor models: 4PTE, 4PTC

▨ mind operating parameters

● A



Selection ID: 237879  
Date: 03/15/2023

hydroBLU Adiabatic CO2 Gas Cooler

**GGFW 090.2A05/6JE-E257L/08P.M**

Quantity: 1

Design Heat of Rejection:	1596 MBH	Fluid Pressure:	1088 psia
Rated Capacity vs. Design:	118.7 %	Entering Fluid Temperature:	243.0 °F
Air Flow per Unit:	72618 CFM	Leaving Fluid Temperature:	83.5 °F
Dry/Wet Bulb Temp:	91.0 / 76.0 °F	Fluid Pres. Drop at Design HoR:	7.04 psig
Dry Switch Point	79.6 °F	Elevation:	12 ft
Design Mass Flow	14087 lbs/h		

Detailed Unitary Data

Fans:	5, suitable for 480V/3Ph/60Hz	Sound Pressure @ 3ft:	73 dB(A)
Total Fan Power in/out:	12.8 kW / 15.9 HP, nominal	Sound Pressure @ 30ft:	60 dB(A)
FLA:	19.50 A	Sound Power Level:	92 dB(A)
MCA:	20.48 A		
MOCP:	25.00 A		
Angular Fan Velocity:	1050 RPM		

Casing:	Galv. Powder coated	Interior Coil Volume:	6.1 ft³
Coil:	Stainless Steel	Max Operating Pressure:	1740 psia
Fin Material:	Epoxy Coated Aluminum	Number of Support Anchors:	12
Fin Spacing:	12.7 FPI		

Dimensions

Height:	5.7	ft
Width:	4.7	ft
Length, nominal:	22.5	ft
Length, incl. water manifold:	23.5	ft

Weights

Shipping:	5673	lbs
Operating:	4960	lbs

Headers and Connections (Diameters)

<b>Refrigerant</b>	
Inlet Connections:	2 x 1.250 in
Outlet Connections:	2 x 0.750 in
<b>Headers:</b>	
Inlet:	1.250 in
Outlet:	0.750 in
<b>Water:</b>	
Inlet Connections	1 in
Outlet Connections	2 in

Water Side

<b>Water Inlet Pressure Range:</b>	20.00 – 60.00 psig
<b>Evap. Rate @ Design:</b>	1.6 GPM
<b>Design/Max Water Flow:</b>	2.2/ 7.8 GPM
<b>Water Equiv. Cycle of Conc.:</b>	4.0

Options

BACnet MSTP

Important Remarks / Explanatory Notes

Service

Terms of Delivery:  
Payment Cond:  
Delivery Time:  
Validity: 05/14/2023

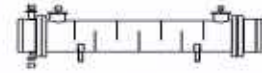
Our general terms of sales and delivery apply.



TEMA Sheet

Heat Exchanger Specification Sheet

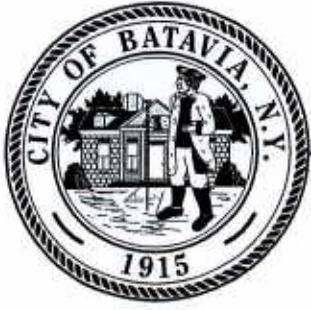
1			Job No.	
2	Customer		Reference No.	
3			Proposal No.	
4	Plant Location U.S.A.		Date	Rev.
5	Service of Unit D.X. CHILLER		Item No.	
6	Size: 23 - 144	in	Type: BEM Horizontal	Connected in: 1 parallel 1 series
7	Surf/unit(eff.)	869.8	ft <sup>2</sup>	Shells/unit 1 Surf/shell(eff.) 869.8 ft <sup>2</sup>
8	<b>PERFORMANCE OF ONE UNIT</b>			
9	Fluid allocation		Shell Side	
10	Fluid name		21.5% CALC. CHLORIDE	
11	Fluid quantity, Total		738604	
12	Vapor (In/Out)		0	0
13	Liquid		738604	738604
14	Noncondensable		0	0
15				
16	Temperature (In/Out)		18.3	15
17	Bubble / Dew point		/	/
18	Density Vapor/Liquid		/ 75.48	/ 75.516
19	Viscosity		/ 4.9476	/ 5.3687
20	Molecular wt, Vap			44.01
21	Molecular wt, NC			44.01
22	Specific heat		BTU/(lb-F) / 0.7063	/ 0.7051
23	Thermal conductivity		BTU/(ft-h-F) / 0.282	/ 0.281
24	Latent heat		BTU/lb	117.1 / 117.3
25	Pressure (abs)		psi 50	41.3
26	Velocity (Mean/Max)		ft/s 3.39 / 3.88	4.67 / 8.6
27	Pressure drop, allow./calc.		psi 10	8.7
28	Fouling resistance (min)		ft <sup>2</sup> -h-F/BTU 0.0005	0.00025 / 0.00032
29	Heat exchanged		1728000 BTU/h	MTD (corrected) 12.68 °F
30	Transfer rate, Service		156.74 Dirty 192.15	Clean 228.15 BTU/(h-ft <sup>2</sup> -F)
31	<b>CONSTRUCTION OF ONE SHELL</b>			<b>Sketch</b>
32			Shell Side	Tube Side
33	Design/Vacuum/test pressure		psi 150 / /	1161 / /
34	Design temperature / MDMT		°F 150 /	150 /
35	Number passes per shell		1	6
36	Corrosion allowance		in 0	0
37	Connections	In	1 10 / 150 ANSI	2 1.5 / -
38	Size/Rating	Out	1 10 / 150 ANSI	2 3 / -
39	Nominal	Intermediate	/ 150 ANSI	/ -
40	Tube #: 388 OD: 0.75 Tks. Average 0.083 in Length: 144 in Pitch: in Tube pattern:			
41	Tube type: Plain Insert:turbulator Fin#: #/in Material:SA-179			
42	Shell Carbon Steel ID 23.5 OD 24 in		Shell cover -	
43	Channel or bonnet Carbon Steel		Channel cover -	
44	Tubesheet-stationary Carbon Steel		Tubesheet-floating -	
45	Floating head cover -		Impingement protection None	
46	Baffle-cross Carbon Steel		Type Single segmental Cut(%d)	Horiz:Spacing: c/c in
47	Baffle-long -		Seal Type	Inlet in
48	Supports-tube U-bend 0		Type	
49	Bypass seal -		Tube-tubesheet joint	Expanded & seal welded (2 grooves)(App.A'f)
50	Expansion joint -		Type None	
51	RhoV2-Inlet nozzle 1860		Bundle entrance 1801	Bundle exit 1800 lb/(ft-s <sup>2</sup> )
52	Gaskets - Shell side -		Tube side	Spiral-Wound Metal Fib
53	Floating head -			
54	Code requirements ASME Code Sec VIII Div 1		TEMA class	Not TEMA, Code only
55	Weight/Shell 9700.9 Filled with water 11845.2		Bundle	4232.9 lb
56	Remarks Brine flowrate = 1,220 usgpm			
57	Model Docal DLESR-24 12-S-2 (2 tube side circuits without differencial pressure)			
58	Refrigerant liquid temperature : 45 deg.F / Evaporating temperature : 3.5°F			







123 Main Street  
White Plains, NY 10601  
[nypa.gov](http://nypa.gov)



# City of Batavia

## *Memorandum*

To: Rachael J. Tabelski, MPA, City Manager  
From: Brett J. Frank, Director of Public Works  
Date: June 19, 2023  
Subject: Petition to Re-Zone 1, 3, and 4 Mix Place

Edwin Smart, sole member of Plansmart LLC, currently owns a parcel of land located at 4 Mix Place.

Mr. Smart has submitted a petition to re-zone this parcel from an R-1A to an R-3 residential designation. In addition he is requesting zoning code update to Amend Section 190-(c)(2) to read: “Offices for attorneys, physicians, dentists, **and other similar professionals**, not exceeding four offices in a single structure.” (Currently, City Code reads: “Offices for attorneys, physicians, and/or dentists, not exceeding four offices in a single structure.”)

4 Mix Place is not directly adjacent to the R-3 District and I recommend the City consider the parcels at 1 Mix Place and 3 Mix Place be included in the R-3 Re-zone. Both properties are owned by MJO Properties, LLC. 1 Mix Place is a single-family residence, and 3 Mix Place is a two-building, eight-unit apartment building. 3 Mix Place is a prior, non-conforming use in its current R1-A District. If this application were granted, it would bring 3 Mix Place into zoning compliance as part of the R-3 District.

Attached is the Petition to Re-Zone for your review, and the current zoning map.

As New York Consolidated Laws, General City Law - GCT § 27 provides City Council with the authority to refer matters to the Planning and Development Committee, I recommend that Council refer this petition to the City of Batavia Planning and Development Committee for review and recommendation.

#XX-2023

**A RESOLUTION REFERRING THE PETITION TO REZONE 1, 3, AND 4 MIX PLACE TO THE PLANNING AND DEVELOPMENT COMMITTEE AND TO REFER A ZONING CODE UPDATE AMENDING CHAPTER 190-(C)(2)**

**Motion of Councilmember**

**WHEREAS**, the City Council is desirous of reviewing amendments to a zoning district classification pursuant to the Batavia Municipal Code (BMC) §190-51, in response to a petition from the City Manager's Office requesting three parcels, 1, 3, and 4 Mix Place, to be re-zoned from R-1A (Residential District) to R-3 (Residential District); and

**WHEREAS**, The City Council is desirous of reviewing and amending zoning code Section 190-10(C)(2) to read: "Offices for attorneys, physicians, dentists, and other similar professionals, not exceeding four offices in a single structure". Currently, the code reads: "Offices for attorneys, physicians, and/or dentists, not exceeding four offices in a single structure."; and

**WHEREAS**, under the City Charter § 13-3 the City Planning and Development Committee shall have such powers and duties to serve in an advisory capacity and provide such advice as to assist the City Council in developing a strategy that interprets, plans and leads in the implementation of land use matters relating to public and private development within the City of Batavia; and

**WHEREAS**, General City Law – (GCL) § 27 provides City Council with the authority to refer matters to the Planning and Development Committee requesting reviews and recommendations regarding planning and development within the City of Batavia; and

**WHEREAS**, BMC § 190-51 provides that City Council may make zoning district classification changes pursuant to GCL § 83 after review and report on the proposed amendment by the Planning and Development Committee.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Batavia hereby requests that the City Planning and Development Committee review a Petition to Re-Zone 1, 3, and 4 Mix Place to R-3 (Residential District), and review the proposed amendment to Section 190-10 (C)(2), and make a recommendation to the City Council for consideration within thirty days of referral.

**Seconded by Councilmember  
and on roll call**

## **PETITION TO RE-ZONE 4 Mix Place, SBL No. 84.006-4-28, Batavia, New York**

**Edwin Smart**, as sole member of Plansmart LLC, parcel owner of 4 Mix Place, hereby submits the within Petition to request the following relief:

- 1) Re-zone the above-referenced parcel from R-1A (Residential District) to R3 (Residential District); and
- 2) Amend Section 190-10(C)(2) to read: “Offices for attorneys, physicians, dentists, **and other similar professionals**, not exceeding four offices in a single structure.”  
(Currently, the code reads: “Offices for attorneys, physicians, and/or dentists, not exceeding four offices in a single structure.”)

### **Background**

I am seeking to have the City of Batavia re-zone the parcel that I own, located at 4 Mix Place, Batavia, NY 14020. Attached hereto as Exhibit A is the GIS map showing the existing zoning for the area. The property was most recently used as a single-family residence. The parcel contains one building that, before my ownership, had fallen into extreme disrepair.

4 Mix Place is not directly adjacent to the R-3 District. If this application is granted, the parcels at 1 Mix Place and 3 Mix Place would also need to be included in the R-3 zone. Both properties are owned by MJO Properties, LLC. 1 Mix Place is a single-family residence and 3 Mix Place is a two-building, eight-unit apartment building. 3 Mix Place is a prior, non-conforming use in its current R-1A District. If this application is granted, it would bring 3 Mix Place into zoning compliance as part of the R-3 District. MJO Properties, LLC is owned by Michael J. Ognibene. I supplied the attached letter, Exhibit B, to Mr. Ognibene.

### **Adjoining Uses**

My property is entirely within the R-1A District. To the north and east are properties in the R-1 District. To the west are properties in the R—1A District. To the south is Mix Place and, further south, properties in the R-1A District.

I have discussed my plans and this application with as many of the adjoining property owners as possible. Also, I sent the attached letter (Exhibit B) to the following owners of residences that adjoin this property:

Zachary R. Elliott and Alyssa M. Cole, 29 Ellicott Avenue  
Thompson Real Estate Holdings LLC, 31 Ellicott Avenue  
(mailing address 410 Sanford Rd. South, Churchville, NY 14428)  
Blake R. Elliott and Cheryl M. Elliott, 33 Ellicott Avenue  
Gavin M. Lankford and Jessica E. Lankford, 37 Ellicott Avenue  
Andrew J. Fisher and Jodi L. Fisher, 39 Ellicott Avenue



Peter M. Casey and Lauren A. Casey, 41 Ellicott Avenue  
DSMS Properties LLC, 10 Prospect Avenue  
(mailing address 9606 Francis Rd., Batavia, NY 14020)  
Allea B. DeVos, 8 Prospect Avenue  
Denise Caruana, 6 Prospect Avenue  
Scott Marcus and Brigid Marcus, 4 Prospect Avenue  
Joseph L. Flynn and Patricia Flynn, 2 Prospect Avenue  
Paul D. Kesler and Janamaria S. Kesler, 8 Mix Place

### **History and Proposed Future Use**

4 Mix Place is one of the oldest wood-framed buildings in the City of Batavia. Originally built by Ebenezer Mix in 1809, the house had enjoyed a long, uninterrupted life as a single-family residence until it was neglected and eventually abandoned by the most recent owners. Over the several years the building was unoccupied, it was left unheated; it was burglarized and vandalized; and ultimately severely damaged by heavy water infiltration through large holes left in the roof. Since my purchase of the house in 2020, the roof has been repaired, dehumidifiers have been run continuously to try and reverse some of the damage, and heat has been reestablished, and the grounds have been cleaned and maintained (including the removal of several dead/dying trees).

Before my purchase of the property, it had lingered on the market for well over a year even in the most robust residential market in recent memory. As the market price dropped and the cost of necessary repairs sky-rocketed due to continued neglect and deterioration, the property also failed to sell at public auction. The marketability of the house for use as a private residence in light of the necessary repairs and renovation no longer existed.

I purchased the building with the hopes of saving it from very probable annihilation as the damage was becoming exponentially compounded. However, I do not have the means to do this on purely philanthropic grounds, and those that do have the means did not have the will. To make the endeavor at all financially viable, I must put the building to practical use and the investment required makes renovations for the purposes of a speculative residential sale unrealistic.

As a local business owner and an architect, I propose to invest a substantial amount of time, money, and professional expertise into renovating this building as the primary office for my architecture firm. My intent is for the renovations to protect the historic character of the building and to restore and maintain the appealing charm of the neighborhood.

If the application is granted, I intend to use 4 Mix Place as my primary office for smartDESIGN Architecture, pllc and to have either (1) a one-bedroom apartment; or (2) a second office for a separate professional, in the structure. smartDESIGN Architecture, pllc employs twelve people and delivers architectural and design services throughout the United States. Our office is

open during the following hours: 8:30 AM to 5:00 PM, Monday through Friday. Of the twelve employees at smartDESIGN Architecture, pllc, one full-time employee works from Arizona, two full-time employees work from Central New York and commute to Batavia one day per week, and remote work is encouraged. On an average day, there will be five to seven people in the office. Absent COVID restrictions, there is typically one day per week with most employees present in the office. With a full office, parking for ten vehicles would be necessary and can be accommodated at the property. Visitors to the office are few; maybe once per month with most meetings being at project sites.

Specifically, I have developed architectural plans to complete the following construction and renovations:

1) Grounds of the Property:

Three outbuildings on the parcel, in various states of disrepair, will be repaired and renovated: a semi-circular gazebo and two storage sheds; all older buildings that fit with the character of the main house.

The existing decorative and shade trees will be maintained to preserve the character of the yard and the surrounding neighborhood. Landscaping immediately adjacent to the foundation of the building will be replaced with new, less destructive plants.

2) Building Exterior:

The intent is to maintain the historic character of the building. All roofs, windows, doors, siding, and shutters will be repaired. The windows in the sunroom on the southwest side of the building will be replaced with new that are more appropriately scaled for the era of the building. The entire building will be painted with an historically-appropriate color palette.

The side entry and accompanying arch-topped roof will be moved a few feet to the north to remedy a flawed condition that results in snow and ice sitting on the roof and against the adjacent wall and cause water infiltration issues. The new location of the door and roof will replicate the historic features and align with the interior service stair, improving the entry/egress for a future prospective tenant for a portion of the upstairs.

3) Interior:

First Floor:

The basic layout of the primary rooms in the building will be maintained. The intent is that the renovations will be made to accommodate our use as working professional

architects and designers without making the potential for conversion back to a residence too difficult in the future.

The front porch, entry vestibule, and foyer will be restored to their past glory, as will the grand staircase. The former sitting room, living room, and the heavily damaged dining room will be renovated as a conference room, open work area, and a private office respectively; all while preserving the original sliding French pocket doors and built-in bookcases.

The existing downstairs bathroom will be removed to accommodate a more logical circulation pattern to access the kitchen area, which is currently only accessible through the dining room. The kitchen will be renovated to serve as a break room with a kitchenette. Extra space that was previously a poorly positioned pantry will be used for printing equipment.

The rear entry into a vestibule near the kitchen will be reconfigured to allow for an accessible entry into the building. An exterior ramp will be integrated into the landscaping onto a restored rear porch. A storage room off of the kitchen will be renovated as an accessible toilet room to replace the removed powder room.

The service stair that is currently only accessible from the kitchen area will be closed off from the interior and made to be only accessible from the exterior for use by an upstairs tenant.

#### Second Floor:

Two thirds of the second floor (four former bedrooms and one bathroom) will be used as private office space for the architecture office. Three of the rooms are in severe disrepair from water damage and will be fully restored.

The current plan for the remainder of the second floor (a former bedroom, laundry room, and one bathroom) will be for use by a tenant; either as a small, professional office or as a high-quality one-bedroom apartment.

#### Attic:

The attic will be properly insulated and remain unfinished. Most of the attic floor area will be covered with modern heating equipment and ductwork.

As a professional architect, I have been involved with the renovation and restoration of many buildings. I have restored three residences for my personal use with two of the buildings dating from 1850 and the current reportedly from the late 1820s. One of the houses is now on the National Register of Historic Places. It is my intention to treat this building and property with the care and resources that it and the neighborhood deserves.

**WHEREFORE**, Petitioner respectfully requests that the City Council of the City of Batavia:

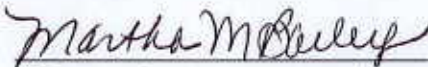
- 1) Amend the zoning district of 1 Mix Place (SBL 84.040-1-3), 3 Mix Place (SBL 84.040-1-2), and 4 Mix Place (SBL 84.006-4-28) to R-3; and
- 2) Amend Section 190-10(C)(2) to read: "Offices for attorneys, physicians, dentists, and other similar professionals, not exceeding four offices in a single structure."

DATED: February 24 2023

  
Edwin Smart

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

On the 24 day of 2, 2023, before me, personally appeared Edwin Smart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public





31 May 2022

Hello Neighbor!

Let me introduce myself and tell you why I am writing you. My name is Ed Smart and I recently purchased the house at 4 Mix Place, and I am hoping that you will support me in my desire to restore this property to its past dignity and charm.

I am an architect and business owner and have had my office in the City of Batavia for the last 18 years. I was saddened to hear that this historic structure, the oldest framed building in the city, had sat empty and neglected for several years now. After more than 200 years, this house, that has stood through near the entirety of the history of Batavia, was in real jeopardy.

While vacant, the rear doors were kicked-in and burglars stole all the brass hardware and copper plumbing inside, leaving a hole in the roof where piping was ripped out. For a few dollars in scrap metal, well over one hundred thousand dollars in vandalism and water damage was done to the building.

After more than a year on the real estate market, and then failing to sell at auction, I purchased the building in its rapidly deteriorating condition with the hope of saving it. However, after reviewing what was needed to revive the building and getting estimates for the necessary work, I believe that the investment required exceeds what the local residential market will support.

So rather than cut corners to improve the chance for a return on my investment, I would like to properly restore this property and make it the home for my award-winning architecture firm. I am seeking a slight adjustment to the zoning district boundaries to allow my extremely low-impact business use to be a part of the Mix-Ellicott-Prospect neighborhood. A copy of my application is attached hereto.

Architects don't make a lot of noise. Architects like things neat and orderly. Architects like things to look nice and be safe and sound. smartDESIGN is a firm of twelve with a history of working remotely long before we were forced to during the pandemic. One employee is in Arizona, two are in Syracuse, one is in Ithaca, and the rest are sprinkled throughout the Buffalo-Niagara and GLOW regions. Only two employees typically come to the office every weekday while others come two or three days a week. And once at work, we work. Not a lot of traffic or coming and going.

Further, although I will be proud to show off the house at 4 Mix once fully restored, we don't have a lot of meetings at our office with clients or others. Even before COVID-19, we typically get no more than four or five visitors a month – nothing like other professional service businesses like doctors, dentists, and lawyers. The point I am trying to make is that it will be difficult to notice that we are using the property for a business. We will maintain the residential character of the house and we will be good neighbors.

I hope you will offer your support. If you have any concerns or are interested in speaking with me about our plans for renovating the property, please reach out to me at 345-4067 x112 or via email at [esmart@smartDESIGNarchitecture.com](mailto:esmart@smartDESIGNarchitecture.com).

Sincerely,

Ed Smart



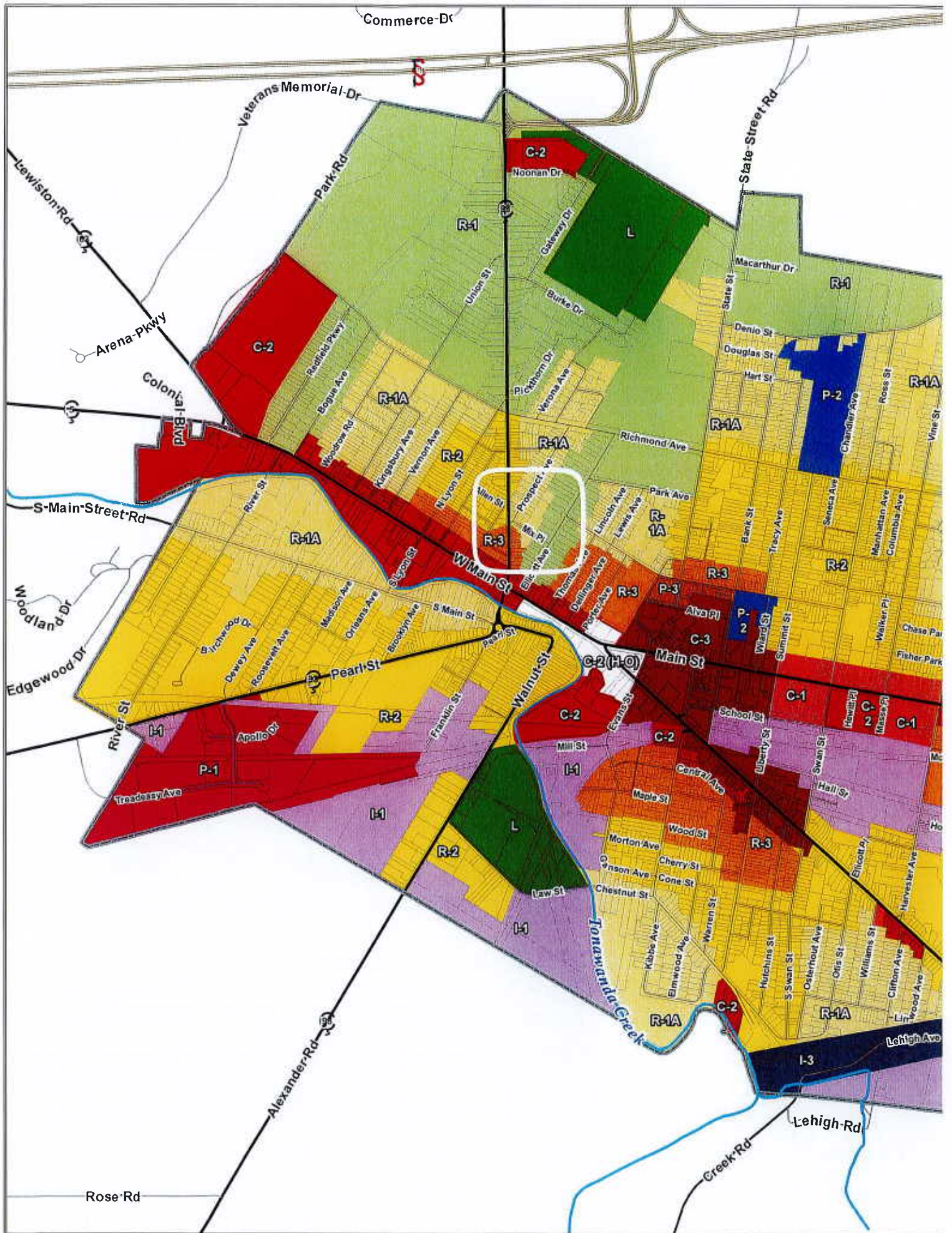
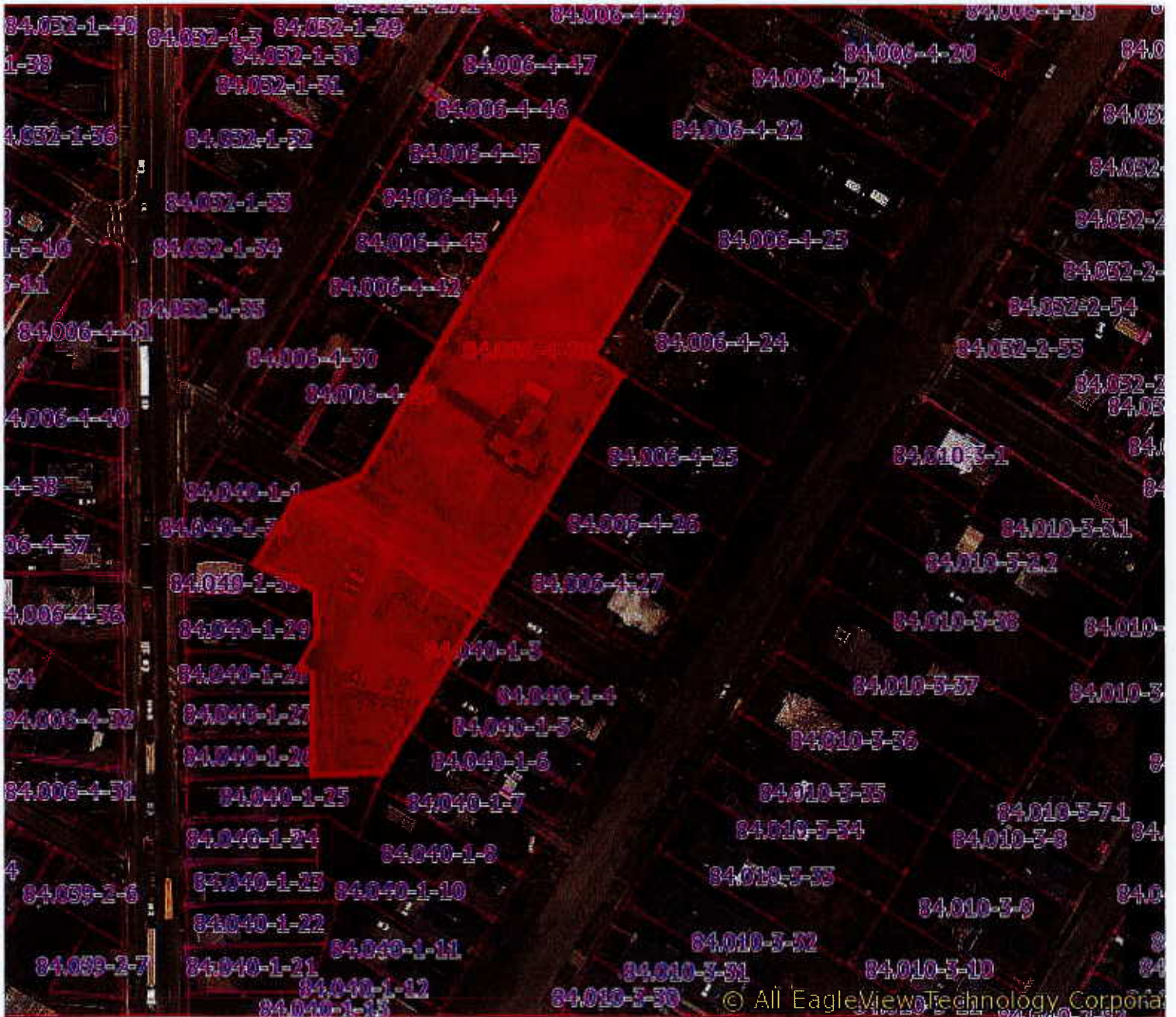


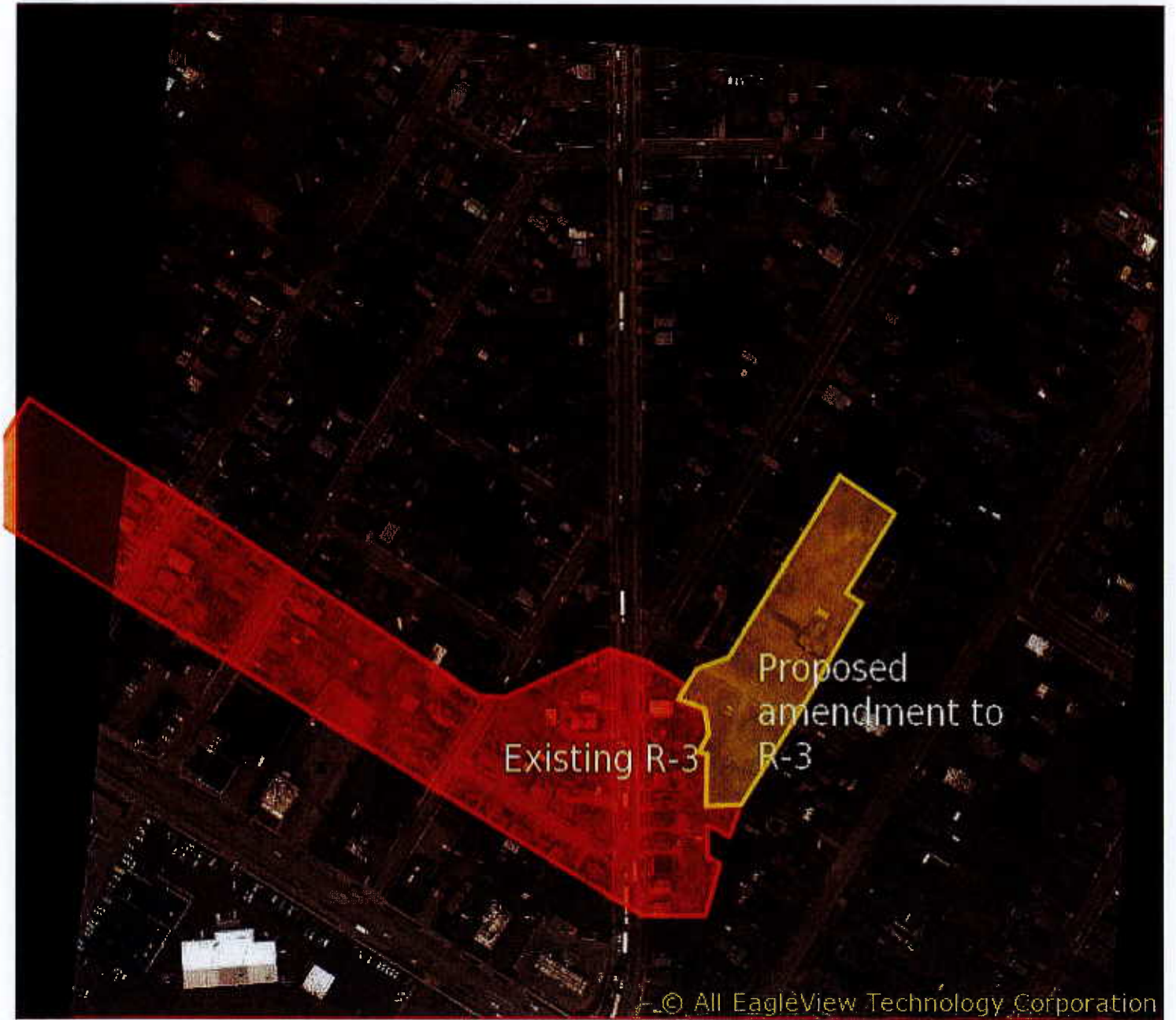


EXHIBIT A









Existing R-3

Proposed amendment to R-3



# City of Batavia

## *Memorandum*

To: Rachael J. Tabelski, City Manager

From: Brett Frank, Director of Public Works

Date: June 19, 2023

Subject: License Agreement for Underground Water Pipe with Depew Lancaster and Western Railroad -- Jackson Street Water Project

Depew Lancaster and Western Railroad, a New York company, has identified that the City of Batavia will need to enter into a license agreement in order to begin and complete the construction of a water main project along Jackson Street, which spans from Ellicott Street to Chestnut Street.

Depew Lancaster and Western Railroad has requested that the City of Batavia enter into a License Agreement For Underground Water Pipe. The agreement shall become effective as of the day of signature and shall be terminable upon no less than thirty (30) days' notice served or given by either party. The agreement will continue to allow the City to begin and complete construction of a new 8" water main, which will replace 4" and 6" lines on Jackson Street. The project has a total cost of \$1.414 Million which is largely funded by a Community Development Block Grant (CDBG) in the amount of \$1,000,000.

I recommend that the City Council of the City of Batavia authorize the license agreement with Depew Lancaster and Western Railroad.

#XX-2023

**A RESOLUTION TO APPROVE A LICENSE AGREEMENT WITH DEPEW  
LANCASTER AND WESTERN RAILROAD**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia requires use of the property located on Jackson Street and owned by Depew Lancaster and Western Railroad for access during the construction of an 8" water main; and

**WHEREAS**, the City of Batavia, its guests, and invitees shall use the Licensed Premises only for purposes of construction throughout the Term, as permitted by Licensor. Licensee shall not obstruct or impede access by Licensor or other authorized users of the parcel over and upon the Licensed Premises; and

**WHEREAS**, prior to accessing the Licensed Premises, the City of Batavia shall provide Depew Lancaster and Western Railroad proof of commercial general liability insurance coverage; and

**WHEREAS**, the Agreement between the City and Depew Lancaster and Western Railroad will be effective upon signature of the agreement and shall be terminable upon no less than thirty (30) days' notice served or given by either party.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council President for the City of Batavia is hereby authorized to sign a License Agreement For Underground Pipe.

**Seconded by Councilmember  
and on roll call**



AGREEMENT NO. \_\_\_\_\_

***ReLTEK LICENSE AGREEMENT  
FOR UNDERGROUND WATER PIPE***

**THIS LICENSE AGREEMENT** (the "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between **Depew Lancaster and Western Railroad**, a New York company, having an address at 1 Mill Street, Suite 101, Batavia, NY 14020-3141 (the "Railroad") and **City of Batavia**, a New York municipality, having an address at One Batavia City Centre, Batavia, NY 14020 (the "Licensee").

**WITNESSETH:**

**WHEREAS**, the Licensee has requested occupation of the Railroad's Property (defined below) as set forth in this License; and

**WHEREAS**, the parties have reached accord concerning the terms and conditions for the Licensee's occupation of the Railroad's Property and now desire to reduce them to writing.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, agree as follows:

**1. PROPERTY**

1.1 The term "Property" as defined in this Agreement shall include the property, track, rights-of-way, rail corridor, air space, land and the approaches to and area immediately adjacent to the location of the Facilities (defined below), whether owned, leased, operated or occupied by the Railroad. Property shall include the various forms and qualities of ownership rights the Railroad has in track, lands, rights-of-way and rail corridors.

**2. FACILITIES**

2.1 The Railroad, insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, in a manner satisfactory to the Railroad, hereby permits the Licensee to construct, use, inspect, maintain, repair, renew and ultimately remove an 8" pvc carrier pipe encased in an 18" steel casing pipe, for the transmission of water, at a normal operating pressure of 70 psi, at a depth of 5'-6" below the rails, crossing under and across the Property of the Railroad, at Mile Post 403+2180 Feet, (MP 403.41), Valuation Station 2130+096, Latitude 42.994636°, Longitude -78.183889°, Valuation Map V79/29, located in the City of Batavia, County of Genesee, State of New York, in general accordance with a plan labeled "Railroad Crossing Plan and Profile", plan dated April, 2023, submitted by the Licensee to and approved by the Railroad ("Construction Plan"), attached hereto and made a part of this Agreement; also in accordance with current issues of the Railroad's Specifications as amended from time to time for such crossings (all and any part thereof being hereafter referred to as the "Facilities").

2.2 This Agreement shall not be deemed or construed as transferring to the Licensee any interest in the Property or any right in the nature of an interest in the Property, irrespective of any expenditure by the Licensee for the Facilities. Furthermore, no exercise of this Agreement for any length of time shall give rise to any right, title or interest of the Licensee to the Property.

2.3 The rights granted to the Licensee under this Agreement are non-exclusive and the Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the Property and the area of the Facilities for any and all purposes.



2.4 The Railroad reserves the right to license others to occupy, possess and use the Property, provided said occupancies, possessions and uses do not unreasonably interfere with or obstruct the rights granted to the Licensee in this Agreement.

2.5 The Licensee acknowledges that the Railroad and other third parties, may be using and/or have the right to use the Property for uses similar or dissimilar to the use intended by the Licensee (such other uses may include, without limitation, fiber optic, communication, pipeline and wireline facilities) and that such uses and/or rights to use may not be recorded in the applicable real estate records and may not be known by or disclosed to Licensee (collectively, the "Prior Rights"). The Licensee agrees that the Licensee's rights to construct, use, inspect, maintain, repair, renew and remove the Facilities and to occupy the Property shall be expressly subject and subordinate to any and all other Prior Rights and to the terms of any easement, agreement, license or other instrument or document evidencing such Prior Rights. The Licensee agrees that its use and occupation of the Property shall not damage, interfere or adversely affect any of the Prior Rights (including, without limitation, with the construction, erection, installation, operation, use, inspection, maintenance, repair, replacement, renewal and/or removal of existing fiber optic, communication, pipeline or wireline facilities or system(s) or the rights thereto). The Licensee agrees that it shall not excavate within five (5) feet of any Railroad or third-party facilities or system(s) without prior notification and coordination with the owner of such facilities or system(s). Licensee shall indemnify, defend and hold Railroad harmless from and against any and all liabilities, claims, losses, costs, damages or expenses which Railroad or any holder of Prior Rights may suffer or incur in the event that Licensee, or any of its employees, agents or contractors, interfere with, disturb, or otherwise adversely effect any of the Prior Rights or the activities or facilities of the holders of any of the Prior Rights. The Licensee's indemnification obligations under this Section 2.5 shall survive the termination or expiration of this Agreement.

### **3. CONSIDERATION FEE**

3.1 Upon execution of this Agreement, the Licensee shall, as reimbursement for the rights granted in this Agreement, pay to the Railroad a License fee of Three Hundred Fifty U.S. Dollars (\$350.00) per year (or fractional part thereof in case of termination hereof or removal of said Facilities prior to the end of any year) payable yearly in advance (the "Licensee Fee").

3.2 Railroad reserves the right to periodically review and adjust the License Fee herein any time after the expiration of the initial year. The Railroad shall notify the Licensee thirty (30) days prior to the effective date of any change in the License Fees and such change shall not be more than once in a year's time.

3.3 If the Licensee shall default in the payment of the License Fee for a period of thirty (30) days after the same shall be due, a late payment charge in the amount of 8% Annual Percentage Rate of the overdue amount for each month or portion thereof that the same shall remain unpaid shall be charged to the Licensee. The Licensee will pay such late payment charge together with the License Fee due hereunder. If the Railroad cancels or terminates this Agreement for any reason except as the result of a default of the Licensee, the Railroad shall refund to Licensee its pro rata portion of the License Fee paid for the unexpired period of that current year, but if Railroad cancels or terminates as the result of a default of the Licensee, then the Railroad may, in addition to any other remedies due to the Railroad under this Agreement, retain the License Fee for the unexpired period.

### **4. RULES and REGULATIONS**

4.1 Before any work is performed under this Agreement, (Sections 5, 6, and 7) and before use by the Licensee of the Property for the purpose set forth herein, the Licensee, at its sole cost and expense, shall obtain all necessary permits and licenses and shall thereafter observe and comply with all applicable

ordinances, rules, regulations, requirements and laws, and future modifications thereof, of any governmental authority (state, federal or local) having jurisdiction over any work to be performed, the Property, the Facilities or the intended use thereof, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" or "Call Before You Dig" requirements.

4.2 The Licensee shall operate and use the Facilities in accordance with all rules and regulations of the Railroad and all governmental authorities, and in a manner that will not interfere with or endanger, in the judgment of the Railroad, any property, facilities, traffic, operation, maintenance, employees or patrons of the Railroad or of others occupying or using the Property.

4.3 In the event the Licensee contracts for construction, inspection, maintenance, repair, renewal or removal of the Facilities, the Licensee shall require its contractor to comply with all terms of this Agreement, at the sole risk of the Licensee.

4.4 The Licensee shall indemnify, defend and hold the Railroad harmless from and against any and all expenses, damages, costs (including reasonable counsel fees and costs of compliance), penalties and claims incurred or suffered by the Railroad related in any way to the failure by the Licensee, or by any of its employees, contractors or agents, to comply with this Section 4. The Licensee's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

## 5. CONSTRUCTION

5.1 The Licensee may not enter upon the Property until the method of installation and all related matters have been approved by the Railroad's Chief Engineer or his designee.

5.2 The Facilities shall be located, constructed and maintained in exact accordance with the Construction Plans and for the purpose as outlined in Section 2.1 hereof. No departure shall be made at any time there from except upon permission in writing granted by the Railroad's Chief Engineer, or his designee.

5.3 The work of constructing, inspecting, maintaining, repairing, renewing or removing the Facilities shall be performed in a prudent and workmanlike manner and under such general conditions as will be satisfactory to and approved by the Railroad's Chief Engineer, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the Railroad's Property and facilities. The Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, be responsible for the cost of any necessary inspectors, flagmen or watchmen to ensure that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

5.4 The Railroad shall have the right to approve the location and method of the construction work and to inspect the Facilities and the materials used in construction, maintenance, repair, renewal and removal of the Facilities covered by this Agreement.

5.5 The right to approve the location and method of the construction work and inspection of the Facilities and materials from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the Property as the method of construction and materials used may have a bearing upon (i) the strength and stability of the Facilities over, under, upon or in the Railroad's Property and facilities, (ii) the support and stability of the Railroad's Property and facilities, and (iii) safety of Railroad operations and employees.



5.6 In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem Railroad inspectors, flagmen or watchmen desirable or necessary to protect its operations or facilities, or its employees, patrons or licensees during the work of construction, inspection, maintenance, repair, renewal, or removal of the Facilities, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of the Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all liabilities assumed by the Licensee under the terms of this Agreement.

5.7 In the event the Facilities consist of an underground occupation, the Licensee will be responsible for any settlement caused to the roadbed, Property or facilities of the Railroad arising from or as a result of the construction, inspection, maintenance, repair, renewal or removal of the said Facilities during the term of this Agreement and for a period of three (3) years subsequent to the removal of the Facilities, and the Licensee agrees to pay to the Railroad on demand the full cost and expense therefor.

5.8 In the event the Facilities consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any interference growing out of or resulting from the presence of the Facilities; and if the Licensee should fail to do so, then the Railroad may do so, and the Licensee agrees to pay to the Railroad on demand the full cost and expense therefor.

5.9 No cathodic protection system shall be installed which will cause electric current to flow across or along the Property without written authorization of the Railroad. Any authorized cathodic protection system shall be installed and maintained by the Licensee, at its sole cost and expense, in such a manner so as to preclude interference with the Railroad's electrical systems and so as not to cause any deterioration of the Railroad's structures in service or hereafter installed. The terms and conditions of this Agreement shall apply to the construction, inspection, maintenance, repair, renewal, removal, presence or use of said cathodic protection system.

5.10 The Licensee agrees to make such tests as in the judgment of the Railroad are necessary to determine if operation, existence, maintenance or use of the Facilities (or protection provided against corrosion, from the Facilities) causes interference with any of the Railroad's facilities whatsoever. The Licensee further agrees, upon notice from the Railroad of such interference, to promptly make such changes as may be necessary to eliminate said interference, at the Licensee's sole cost and expense.

## **6. MAINTENANCE**

6.1 The Licensee shall at all times be obligated to promptly maintain, repair and renew the Facilities; and shall, upon ten (10) working days notice in writing from the Railroad and requiring it to do so, or immediately in the event of an emergency, make such repairs and renewals thereto as may be required by the Railroad. In the event the Licensee fails to do so, the Railroad may, but shall have no obligation to do so, perform said necessary repairs at the sole cost and expense of the Licensee, and thereafter, bill Licensee in accordance with the terms of Section 8 hereof.

6.2 Notwithstanding the forgoing, the Railroad, for the purpose of protecting and safeguarding its Property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of the Licensee, and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof.

6.3 If the Licensee desires or is required, as herein provided, to revise, relocate, add to or alter in any manner whatsoever the Facilities, the Licensee shall submit plans to the Railroad and obtain the written approval of the Railroad's Chief Engineer, or his designee, thereto before any work or alteration of the Facilities is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, the Railroad reserves the right to assess additional charges.

## **7. RELOCATION OF LICENSE FACILITIES**

7.1 The Licensee shall, within thirty (30) days at its sole cost and expense, upon request in writing of the Railroad, change the location or construction of the Facilities covered by this Agreement, where located over, upon or in the Property, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to Property or facilities now or hereafter owned or used by the Railroad to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the Railroad's current specifications or in the event of the lease, sale or disposal of the Property or any part thereof, then the Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the Property as may be required by the Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the Railroad may at its option; (i) terminate the Agreement in accordance with the terms of Section 13 hereof, or (ii) using duly authorized agents of the Railroad, may make such repairs or adjustments or changes in location and provide necessary material therefor at the sole cost and expense of the Licensee, and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof.

## **8. BILLING**

8.1 All cost and expense in connection with the construction, inspection, maintenance, repair, renewal and removal of the Facilities, or inspectors, flagmen or watchmen connected therewith, shall be borne by the Licensee, including work being performed or material furnished by the Railroad under the stipulated right to perform such work of construction, maintenance, repair, renewal or removal under any section hereof. The Licensee agrees to pay the Railroad's expense for wages, equipment and materials for any work performed at the expense of the Licensee. Such expense shall include, but not be limited to, cost of flagmen or watchmen, including related vehicle expenses whether personal or company owned, supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, insurance and freight and handling charges on all materials used. Equipment costs, if any, shall be in accordance with the Licensor's fixed applicable rates. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by the Railroad.

8.2 Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the use, construction, inspection, maintenance, repair, renewal and removal, of the Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

## **9. TAXES**

9.1 As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the Railroad or its Property by reason of the Facilities, and the Licensee further covenants and agrees to pay to the Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its Property by reason of the construction, maintenance, use or presence of the Facilities on the Property.



## 10. LIABILITY

10.1 It is understood between the parties hereto that the operations of the Railroad at or near the Facilities involve some risk, and the Licensee, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the Facilities (and contents thereof) of the Licensee that are over, under, upon or in the Property including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad, third parties or otherwise.

10.2 The Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, inspection, maintenance, repair, alteration, renewal, relocation or removal of the Facilities in, on, about or from the Property whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by the Licensee to be due directly to the sole negligence of the Railroad.

10.3 Notwithstanding anything contained in Section 10.2 hereof, and irrespective of any negligence of the Railroad, the Licensee assumes sole responsibility for, and agrees to indemnify, save harmless and defend the Railroad from and against all claims, actions, or legal proceedings arising, in whole or in part, from; (i) the failure of the Licensee to comply with any obligations imposed on it by this Agreement, or (ii) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that the Railroad in respect to that portion of its Property which lies over, under or near the Facilities, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by the Railroad to make verbal or written complaints to the Licensee with respect to unsafe working conditions or with respect to the Licensee's failure to carry out its obligations under this Agreement or knowledge on the part of the Railroad of such unsafe working conditions or place to work and of such failures by the Licensee to carry out its obligations under this Agreement shall not be deemed to constitute acquiescence therein by the Railroad or actionable negligence on the part of the Railroad.

10.4 If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter. The Licensee's obligations under this Section 10.4 shall survive the termination or expiration of this Agreement.

10.5 All obligations of Licensee hereunder to release, indemnify, protect and hold the Railroad harmless shall also extend to any third-party railroad that operates over the Property, and their respective officers, agents and employees.

## 11. INSURANCE

11.1 The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage, and CG 24 17 endorsement "Contractual Liability – Railroads" covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars

(\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.

11.2 The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VI" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by the Railroad.

(iii) All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required, at least ten (10) days prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by agreement number and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

Depew Lancaster & Western Railroad  
1 Mill Street, Suite 101  
Batavia, NY 14020-3141

Fax: (585) 343-4369

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work,
- (2) The Licensee shall maintain such policies on a continuous basis, and



- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

11.3 The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to Section 13.

11.4 Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

11.5 The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

11.6 If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Section.

## **12. EFFECTIVE DATE AND TERMINATION**

12.1 This Agreement shall become and be effective as of the day and year first above written, and shall be terminable upon not less than thirty (30) days' notice served or given by either party hereto to the other; provided, however, that this Agreement may be immediately terminated by the Railroad upon the violation of any of the terms hereof by the Licensee.

12.2 Upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and terminate, and this Agreement shall thereupon become and be null and void, without any liability on the part of either party to the other party, except only as to any liability accrued prior thereto, and the Licensee shall remove its Facilities and appurtenances from the Property, and all property of the Railroad shall be restored to good condition and to the satisfaction of the Railroad. Upon notification by the Railroad of termination of this Agreement, the Licensee shall remove its Facilities and appurtenances from the Property, and all property of the Railroad shall be restored to good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its Facilities and appurtenances under any of the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof, and the Railroad shall not be liable in any manner to the Licensee for said removal.

12.3 Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue to own the Property or to operate the line of railroad in the vicinity of the Facilities to prevent the termination of the Licensee's occupation rights at any Property covered hereunder on account of an abandonment of line or service by the Railroad; nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line, service or Property.

## **13. DEFAULT**

13.1 Upon the failure of the Licensee to perform or comply with any term, covenant, clause or condition herein contained, this Agreement shall terminate immediately upon notice by the Railroad. The Licensee, at its sole cost and expense shall immediately, but not later than thirty (30) days after posting of

such notice, remove its Facilities and restore the Property and premises to its original condition, to the satisfaction of the Railroad.

#### **14. SUCCESSORS**

14.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 14.2 hereof.

14.2 The rights hereby afforded shall be the personal privilege of the Licensee, and no assignment or transfer thereof by operation of law or voluntary act of the Licensee shall be made, or other use of the Facilities be permitted than as herein provided, without the prior consent and agreement in writing of the Railroad being first had and obtained.

#### **15. WAIVER**

15.1 No waiver of any of the terms or provisions of this Agreement shall be effective unless such waiver is in writing and the waiver by the Railroad of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

#### **16. NOTICES**

16.1 Every notice, approval, consent, or other communication desired or required under this Agreement shall be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to the Railroad:

Depew Lancaster and Western Railroad  
1 Mill Street, Suite 101  
Batavia, NY 14020-3141

With copy to:

ReLTEK, LLC  
6 Terri Lane, Suite 300  
Burlington, NJ 08016

If to the Licensee:

City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

#### **17. ENTIRE AGREEMENT**

17.1 The entire agreement between the Railroad and the Licensee with respect to the subject matter hereof is set forth in this Agreement and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, with respect to the subject matter of this Agreement other than as set forth herein. No change or modification of any of the terms, obligations, addenda, exhibits or provisions hereof shall be valid unless in writing and signed by the parties hereto.



## **18. PARTIAL INVALIDITY**

18.1 If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this Agreement unless expressly so provided.

## **19. TITLE; NO REPRESENTATIONS**

19.1 The Licensee acknowledges that the Railroad occupies, uses and possesses various properties under various forms and qualities of property rights. The Licensee also acknowledges that the Railroad and other third parties may be using and/or have the right to use the Property for uses similar or dissimilar to the use intended by the Licensee. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of the Railroad's title for any particular Property occupied, used or enjoyed in any manner by the Licensee under any rights created in this Agreement or as a warranty, guaranty or representation as to whether or not the Licensee's intended use does not conflict with prior or current uses or rights to use the Property. It is expressly understood that the Railroad does not warrant title to any property, and the Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Property and all leases, licenses and easements or other interests previously granted to others therein.

19.2 The Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against the Railroad for damages on account of any deficiencies in title to the Property in the event of failure or insufficiency of the Railroad's title to any portion thereof arising from the Licensee's use or occupancy thereof.

19.3 The Licensee agrees to fully and completely indemnify and defend the Railroad against all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Licensee's Facilities in, on or along the Property, including claims for punitive or special damages.

19.4 Without limiting the generality of Section 19.1, the Licensee acknowledges and agrees that the Railroad makes no representations or warranties of any kind or nature with respect to the Property (including, without limitation, any representation or warranty as to the condition of the property or its suitability for the Licensee's intended use).

## **20. THIRD PARTY BENEFICIARY**

20.1 Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary.

## **21. GOVERNING LAW**

21.1 This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state where the Property is located.

## **22. EXHIBITS AND ADDENDA**

22.1 Any exhibit or addendum to this Agreement shall be deemed a part hereof.

## **23. HEADINGS**

23.1 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

## **24. TERMINOLOGY**

24.1 The term "Railroad," shall include the respective subsidiaries and affiliates of the Railroad and the directors, officers, agents and employees of the Railroad or such subsidiaries and affiliates. The term "Railroad" shall also include any company (its respective subsidiaries, affiliates, directors, officers, agents and employees) whose tracks, right-of-way, or other land or air space at the location of the Facilities is leased to or operated by the undersigned Railroad.

24.2 "Licensee" shall include the respective subsidiaries and corporate affiliates of the Licensee and the directors, officers, agents and employees of the Licensee and such subsidiaries and affiliates.

24.3 For purposes of Sections 10 and 11 of the Agreement the term "Licensee" shall also include Licensee's agents, employees, servants, sub-licensees and invitees.

## **25. CONDEMNATION**

25.1 If all or any part of the Property shall be acquired or taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings, the Railroad may terminate this License as of the date when possession is taken. All damages awarded for such taking shall belong to and be the property of the Railroad. The Licensee shall have no claim against the Railroad by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to the Railroad as a result of any such taking. The Licensee may, however, make claims against the condemning authority for moving expenses, loss of fixtures, or other items which do not affect the award otherwise payable to the Railroad so long as such claim does not reduce the award otherwise payable to the Railroad.

## **26. RAILROAD FLAGMAN/INSPECTOR CHARGES**

26.1 The minimum charge for Railroad Flagman/Inspector to protect work performed Monday through Friday, with the exception of railroad holidays, will be \$992.00 per day (up to 8 hours). The charge for Railroad Flagman/Inspector to protect work beyond 8 hours per day will be \$186.00 per hour or any fraction thereof.

26.2 The minimum charge for Railroad Flagman/Inspector to protect work performed on Saturday, Sunday and railroad holidays will be \$2,480.00 per day (up to 8 hours). The charge for Railroad Flagman/Inspector to protect work beyond 8 hours per day will be \$310.00 per hour or any fraction thereof.

26.3 A Railroad Flagman/Inspector is required during all work on railroad property.

## **27. RAILROAD CONTACTS**

27.4 Before entry onto railroad property, 48 hours advance notice must be given to the appropriate contact person so that a Railroad/Flagman/Inspector can be assigned. The following is the contact for the railroad:

Larry Zablonki  
Email [lzablonki@gvtrail.com](mailto:lzablonki@gvtrail.com)

## **28. ROADWAY WORKER SAFETY TRAINING**

28.1 Contracted workers must receive, if required by Federal or other applicable regulations, Roadway Worker Safety training. This training can be provided by GVT's training officer for a fee of \$595, for a class of up to 20 people. Once trained, your employees will receive a certificate good for one year. Previous Roadway Worker Safety training received at other railroads, etc. may be acceptable in lieu of GVT training, provided such training meets all GVT requirements.

## **29. RAILROAD PROTECTIVE LIABILITY INSURANCE**

29.1 All contractors working on railroad property are required to have not less than \$2,000,000.00 of Railroad Protective Liability Insurance (RPLI) in place naming the railroad as an insured. All contractors working on railroad property are required to have not less than \$2,000,000.00 of General Liability Insurance in place naming the railroad as an additional insured. Proof of these insurances must be submitted to GVT's Batavia office before the start of work on railroad property.

## **30. CANCELLATION OF PRIOR AGREEMENTS**

30.1 This Agreement cancels and supersedes Agreement number 10040 dated October 2, 1905 between the Village of Batavia and the New York Central and Hudson River Railroad Company, predecessor of the Railroad. Said Agreement covers a facility of Licensee which is being abandoned and filled with grout by Licensee.

## **31. ABANDONMENT OF EXISTING FACILITY**

31.1 This agreement cancels and supersedes any and all Agreements between Village of Batavia and their predecessors and the New York Central and Hudson River Railroad Company and their predecessors that pertain to a 4" watermain at this location. Licensee will abandon and fill the watermain with grout.

(signature page follows)

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

DEPEW LANCASTER AND WESTERN RAILROAD  
Railroad

\_\_\_\_\_

BY: \_\_\_\_\_

WITNESS:

CITY OF BATAVIA  
Licensee

\_\_\_\_\_

BY: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

This document was prepared by:

ReLTEK, LLC  
Railroad Operations  
6 Terri Lane  
Suite 300  
Burlington, NJ 08016





# City of Batavia

## *Memorandum*

To: Rachael Tabelski, City Manager

From: Brett Frank, Director of Public Works

Date: June 19, 2023

Subject: Capital Project "Complete Street Project: Fairmont, Hart, and Norris"

The City of Batavia's Department of Public Works has approached Capital Projects with a "Complete Streets" approach when possible. This creates projects where not only is the level of infrastructure improved, but a meaningful change to a neighborhood occurs as part of it by doing multiple streets and incorporating both pavement and sidewalk work at the same time. In addition, there are mandates requiring that sidewalks meet the Americans with Disabilities Act (ADA) and Public Right of Way Accessibility Guidelines (PROWAG) when federal and state monies are used on a roadway improvement project.

This year's capital pavement improvement program includes improvements to Madison, Dewey, Orleans, and Adams which have already been completed. The City received \$500,000 in windfall funds this fiscal year from the NYS Touring Route Fund and would like to focus improvements on Fairmont Ave, Norris Avenue, and Hart Street. This year's sidewalk work will focus on these same streets in addition to Madison Avenue.

It is expected that the project will be out for public bid by mid-August and ready with a recommendation for award at the September Council Business Meeting. This should allow for the work to be completed by the end of October 2023. This work will be funded through the City's Consolidated Highway Improvement Program (CHIPs) funds from New York State.

#XX-2023

**A RESOLUTION TO ESTABLISH AND UPDATE CURRENT CAPITAL PROJECTS**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia has included funds in its budget for capital projects and uses grant and reserve funds to complete projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the following capital project be established and budget be adjusted as follows; and

**BE IT FURTHER RESOLVED**, the following project is authorized to be completed for no more than the said estimated amount and may extend no later than March 31, 2024 and that this resolution should take effect immediately upon passage.

<u>PROJECT</u>	<u>PROJECT COST</u>	<u>FUNDING SOURCE</u>	<u>FISCAL YEAR</u>
<b>General Fund</b>			
Fairmont Avenue, Hart Street, Madison Avenue, and Norris Avenue Complete Street Project	\$650,000	CHIPS/STR	23/24

**Second by Councilmember  
and on roll call**

## BATAVIA DEVELOPMENT CORPORATION

One City Centre  
Batavia, NY 14020

Office: 585-343-6380  
Fax: 585-343-8182  
[www.bataviadevelopmentcorp.org](http://www.bataviadevelopmentcorp.org)

### *Memorandum*

To: City Manager Tabelski  
From: Tammy Hathaway, Director  
Date: June 16, 2023  
Subject: Main Street Grant Application

In January of 2020, the City of Batavia entered into an agreement with the Housing Trust Fund Corporation to administer a New York Main Street (NYMS) grant award; funded from an approved application the City made to the NYMS 2019 Funding Round.

The Batavia Development Corporation (BDC) has successfully administered these funds, which enabled the completion of six building improvement projects within the City's downtown footprint. These building improvement projects not only enhanced the visual aesthetic of our downtown, but also offered support towards maintaining the structural integrity of many of our centrally-located properties.

As the BDC is finalizing the documentation required to close out the NYMS 2019 award, I recommend that the City engage with LaBella Associates to write and submit an application for a \$500,000 New York Main Street grant through the New York State Office of Community Renewal (NYSOCR). There are new and existing building owners who are interested in continuing the revitalization of our downtown and with more grant money we can make this shared vision a reality.

This application is part of the Finger Lakes Regional Economic Development (REDC) Consolidated Funding Application (CFA) process. The application specifically will seek funding through a 2023 Target Area grant under the New York Main Street Program to renovate multiple mixed-use building in the DRI/Business Improvement District (BID) boundary. Additionally, the BDC is committed to providing the funding to pay for the fees associated with the application process.

*The Batavia Development Corporation 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](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request 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 Ave, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or by email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

#XX-2023

**A RESOLUTION TO SUPPORT THE SUBMISSION A NEW YORK MAIN STREET  
GRANT APPLICATION**

**Motion of Councilmember**

**WHEREAS**, the New York State Office Community Renewal (NYSOCR) is offering New York Main Street grants for the 2023 program year; and

**WHEREAS**, the New York Main Street program provides funding for building and streetscape improvements; and

**WHEREAS**, the City of Batavia is an eligible applicant for the New York Main Street program; and

**WHEREAS**, the City of Batavia would like to apply for a New York Main Street Target grant funding for the 2023 program year to assist downtown building owners with improvements.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Batavia Council does hereby enthusiastically support the submission of an application for the winter 2023 program year of the New York Main Street Program for up to \$500,000 in New York Main Target Area funding.

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



**#XX-2023**  
**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 appointment(s) be made to the Batavia Business Improvement District Board:

**Batavia Business Improvement District**

Tammy Schmidt

April 24, 2026

**Seconded by Councilmember  
and on roll call**



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: June 22, 2023

Subject: RLF Grant- Center Street Smoke House

In 2019, the City of Batavia amended the Revolving Loan Fund (RLF) Agreement to allow for grants or investment on a project specific basis, and with City Council approval. Specifically the City of Batavia Revolving Loan Fund Grant Policy seeks to have private building owners make lasting building, public and/or façade improvements within the City.

*Building owners may request funds for building improvements that have a visual impact and faced work for rehabilitation or new builds. The grant of 40% of the total cost of the project will be considered and the amount will be capped at \$20,000.*

The grant funding will be matched with private funds from Center Street Smoke House Inc. to renovate the exterior bar and restaurant abutting Jackson Square and to make necessary improvements to the facade and roof of the building.

The investment for the total of this phase of the project is \$50,000. The Batavia Development Corporation Board reviewed the application and recommended it to council with the score of 73.2 out of 100 as related to economic development and strategic goal alignment.

To this end, and to further downtown revitalization, I am requesting that City Council approve the grant request for \$20,000.

# BATAVIA DEVELOPMENT CORPORATION

One City Centre  
Batavia, NY 14020

Office: 585-343-6380  
Fax: 585-343-8182  
[www.bataviadevelopmentcorp.org](http://www.bataviadevelopmentcorp.org)

**Address:** 20 Center St. Batavia

**Date Received:** 5/3/2023

**Date Reviewed by BDC:** 5/3/2023

## City of Batavia Revolving Loan Fund – Grant Request

**TO:** BDC Board of Directors  
**FROM:** Tammy Hathaway, Director of Economic Development  
**RE:** Grant Application  
**DATE:** June 15, 2023

Applicant: Center Street Smokehouse Inc.  
Location: 20 Center St., Batavia, NY 14020  
Capital Investment: \$50,000  
Grant Request: \$20,000  
Application Complete: Yes  
Proof of Financing: Bank Statement  
RLF Loan Funds Available: \$30,001.72 is available for grant funding

Cregg Paul, the owner of Center Street Smokehouse has applied to the Revolving Loan Fund for a grant to be used to support the cost of repairs to the Smokehouse building's roofs, to repoint the brick where needed and to install a new façade on the rear patio.

Aid from the grant will also allow for the stone cap at the top of the building's exterior walls to be repaired and replaced where needed.

The BDC has received the application, proof of funds, cost estimate with photos and a non-refundable application fee of \$250.

Proof of the owner's investment into the project has been received and reviewed by the BDC office.

### **Presentation to BDC Small Business Committee:**

**Date:** 6/8/23

**Score:** 73.2 (a score of 0 in the *creation of residential units* category reduced the overall average)

**Proposal:** Request an approval from the BDC Board of Directors to proceed with approving a grant for this project.

*The Batavia Development Corporation 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](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request 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 Ave, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or by email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

#XX-2023

**A RESOLUTION AUTHORIZING THE BATAVIA REVOLVING LOAN FUND GRANT  
AWARD AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT**

**Motion of Councilmember**

**WHEREAS**, the City Council of the City of Batavia amended the Revolving Loan Fund Agreement on April 8, 2019; and

**WHEREAS**, according to the amendment, notwithstanding any other provisions of the Revolving Loan Fund Agreement, the Loan Fund may also, on a project specific basis and with City Council approval, make a grant for an eligible project or funding purpose within the City; and

**WHEREAS**, the City Council for the City of Batavia enacted a policy to allow for grant funds to be accessed for specific purposes including Brownfield Opportunity Area (BOA) advancement, City Priority Economic Development, and Building Improvements; and

**WHEREAS**, Center Street Smokehouse Inc. (“Owner”) has submitted a completed application for grant funds to the Batavia Development Corporation, the Batavia Development Corporation has acknowledged receipt of the application and application fee, received the deed to the property, the project financials, reviewed and scored the project, and advanced the project to the City Council of the City of Batavia to review; and

**WHEREAS**, the Owner intends to complete improvements of the property located at 20 Center St. Batavia, NY 14020 using funds to be provided through the program; and

**WHEREAS**, The City of Batavia will distribute grant funds to the Owner for the project in accordance with the terms and conditions of the City of Batavia Revolving Loan Fund Grant Policy dated June 14, 2019 and the Grant Agreement; and

**WHEREAS**, after evaluation of the application, based on the Grant Policy, the City of Batavia City Council finds that the award of the grant to be consistent with the policy and in the interest of the City of Batavia.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Batavia City Council approves granting \$20,000 to the project; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City of Batavia City Council authorizes the City Council President to execute the Grant Agreement with the Owner.

**Seconded by Councilmember  
and on roll call**





# City of Batavia

## *Memorandum*

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 22, 2023

Subject: NYS Consolidated Funding Application- NYS Environmental Facilities Corporation

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 3,768 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 \$1,300,000. The local match of \$434,000 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 resolution to submit a Consolidated Funding Application Green Innovation Grant Program for a Water Meter Upgrade Project.

#XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BATAVIA  
AUTHORIZING THE CITY MANAGER 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 the replacement of customer meters and has replaced one-third 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. Up to \$15 million has been made available for this round; and

**WHEREAS**, the City has estimated that the entire project will cost \$1,734,000 and will commit to a 25% local match; and

**WHEREAS**, the local match of \$434,000 will be funded through Water Fund Reserves.

**NOW THEREFORE BE IT RESOLVED**, that the City of Batavia approves the submission of a NYS Consolidated Funding Application Green Innovation Grant Program and commits \$434,000 in Water Fund Reserves as a match to the project; and

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized as official representative of the City to execute and submit a Consolidated Funding Application for Green Innovation Grant Program funding to the administrative agency for the Federal Fiscal Year 2023 program, all understanding and assurances contained therein, and is hereby directed and authorized to act in connection with the submission of the application and to provide such additional information as may be required.