

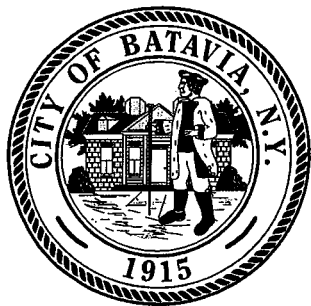
BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room
One Batavia City Centre
March 25, 2024 at 7:00 p.m.

AGENDA

- I. Call to Order
- II. Invocation – Councilmember Twichell
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
 - a. Care-A-Van Community Cookout – 6/6/24-8/29/24 (Thursdays)
- VII. Council President Report
 - a. Announcement of the next City Council Meeting to be held on Monday, April 8, 2024 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
- VIII. Proclamation
 - a. Arbor Day – May 23rd
- IX. Arbor Day Declaration
- X. Climate Smart Communities Certification
- XI. Climate Smart Communities Coordinator Designation
- XII. SEQR For Austin Park
- XIII. Chemical Bid Awards
- XIV. Laboratory Services Bid Awards
- XV. NYS Water Infrastructure Improvement Act Grant Application – Cohocton / Walnut
- XVI. Housing Grant CDBG – Consultant Selection

- XVII. Executive Session.....Employment Matters
- XVIII. Adjournment



City of Batavia

MEMORANDUM

To: Rachael Tabela, City Manager
From: Heidi J. Parker, Clerk-Treasurer
Date: 3/20/24
Subject: **Event Summary**

Below please find the summary for the events to be reviewed by City Council on March 25, 2024:

Care-A-Van Community Cookout – 6/6 to 8/29/24 (Thursdays)

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
MAR - 1 2024
CITY OF BATAVIA
CLERK-TREASURER

Official Use Only:

2024-16

Event Application #:

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

Event Sponsor CARE-A-VAN MINISTRIES

Type of Event COMMUNITY COCKOUT

Day and Date of Event JUNE 6, 13, 20, 27 JULY 11, 18, 25 AUGUST 1, 8, 15, 22, 29

Time of Event (don't include set up time here - just actual event time) 5:00 - 8:00

Location of Event AUSTIN PARK

Details of Event (be as specific as possible!) COCKOUT TO INCLUDE - HOT DOGS, HAMBURGERS,

CHIPS, PICKLES, MAC SALAD, POTATO SALAD, COLESLAW, WATERMELON, DRINK

LIVE MUSIC

Contact Information:

Primary contact:
Name PAUL OHLSON
Phone # 813-4048
Mailing address PO BOX 1611
E-mail address CARMINISTRIES@yahoo.com

Secondary contact:

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

Will there be alcohol at your event? Yes No If yes, complete the following:

Type of alcoholic beverage to be served: Liquor Wine Beer

Will you be providing alcohol to your group? Yes No

Will you be selling alcohol to your group? Yes No Insurance certificate **WILL BE** required with **Liquor Legal**.

Will people be allowed to bring alcohol to the event? Yes No

Who will be applying to the NYS Liquor Authority for the permit to sell? _____

Is the Sponsor requesting waiver of the Open Container law per §34-7 of the City Code? Yes No

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: SUNE - THRU AUGUST Set up time: 5:00

Tear down date: _____ Tear down time: 8:00

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: _____ Start time: _____ End time: _____

Estimated crowd size: 75 # of Vendors/Displays 2-4

WILL THE EVENT INCLUDE:

- Block Party: Yes No (MAP OF STREET CLOSURE MUST BE ATTACHED)
- 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

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

Address, Street _____ City _____ Zip Code _____

CITY SERVICES SUPPORT:

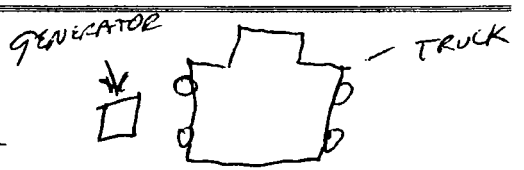
City Code 66-15, D-2 The City reserves the right, as part of the permitting process, to require the applicant to pay for additional operational costs of the City associated with the event.

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

ELECTRIC:

Will electric be needed for the event? Yes No

What will you be providing electric to? MUSIC EQUIPMENT



SORRY ABOUT THE DRAWING I CAN'T EVEN DRAW STICK PEOPLE

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) 3500 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* if used 10' x 10'

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:

~~Street to be closed _____ Cross Streets _____
Street to be closed _____ Cross Streets _____
Street to be closed _____ Cross Streets _____
Street to be closed _____ Cross Streets _____~~

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

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)*

Block parties must allow local traffic and driveways cannot be blocked. Initial here: _____ (if hosting block party)

POLICE

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

If yes, what type of request? Traffic control Security Community Policing
Other : Specify _____

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. For block parties, sponsors must notify all affected neighbors and local traffic/driveway access must be maintained.
13. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

CARE-A-VAN MINISTRIES, 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 CARE-A-VAN (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.

2/29/24
Date:

PAUL OHLSON
Name of Event Sponsor:

[Signature]
Authorized Signature, Title

Name - Printed or Typed

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

2/29/24
Date:

[Signature]
Signature of Applicant:

Please forward this application to:

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

**SPECIAL EVENT APPLICATION
DEPARTMENT APPROVAL SUMMARY**

FOR OFFICIAL CITY USE ONLY

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

<u>OFFICIAL USE ONLY</u>	
_____	_____
<i>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

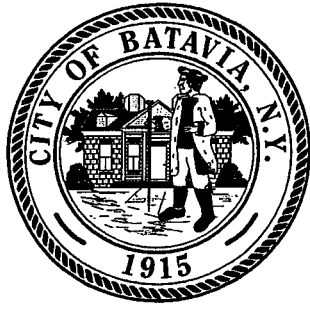
SPECIAL EVENTS INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available		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 4OBC rated fire extinguisher shall be provided for each kitchen, mess hall, power generator, or transformer and at locations where flammable or combustible liquids are used, stored, or dispensed.		Do not use or operate any of these hazards unless appropriate fire extinguishers are provided as described in Temporary Membrane Structures, Tents and Canopies document and applicable codes.
	Weeds and other combustible vegetation shall be removed from within 30 feet of the structure area.		Do not use or occupy the structure unless combustible vegetation has been removed from the specified area.
	The floor surface inside, including the grounds adjacent to or within 30 feet outside of temporary tents, canopies, and membrane structures, shall be kept free of combustible waste.		Do not use or occupy the structure unless combustible waste is removed or stored in proper containers.
	Such waste shall be stored in approved containers until removed from the premises.		Do not use or occupy the structure unless trash containers have been emptied from the previous day.
	Outdoor cooking that produces sparks or grease-laden vapors. Must be outside tent.		Do not use cooking source under tent
	Is tent secure		20 lbs per leg or tent stakes

Inspection performed by:

Date:



City of Batavia

Memorandum

To: Rachael Tabelski, City Manager & Erik Fix, Assistant City Manager

From: Julie Dahlie, Grants Administrator

Date: March 18, 2024

Subject: Arbor Day Proclamation

Arbor Day, a day dedicated to the planting and nurturing trees, holds significant importance in fostering environmental consciousness and sustainable practices.

As stewards of our city's environmental well-being, it is important that we recognize the value of trees not only for their aesthetic appeal but also for their crucial role in combating climate change, improving air quality, conserving energy, and enhancing overall quality of life for our residents.

By accepting the Arbor Day proclamation, the City of Batavia affirms our commitment to:

1. Promoting environmental stewardship and sustainability practices.
2. Encouraging community engagement in tree planting and care initiatives.
3. Enhancing the urban tree canopy to provide shade, habitat, and aesthetics.
4. Educating residents about the importance of trees and their benefits.

Furthermore, accepting the Arbor Day proclamation aligns with our City's goals in creating a Tree Board, updating our Tree Maintenance Plan, and becoming a Climate Smart Community.

I recommend City Council support the acceptance of the Arbor Day proclamation and to join in celebrating the event.

#XX-2024

A RESOLUTION TO PROCLAIM AN OFFICIAL ARBOR DAY CELEBRATION

Motion to Councilmember

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and;

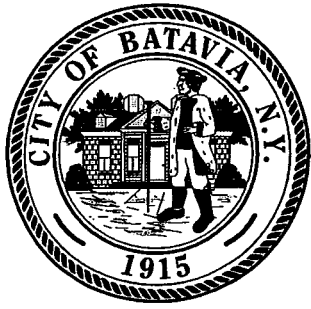
WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Batavia, does hereby proclaim May 23rd as Arbor Day.

BE IT FURTHER RESOLVED, that the City of Batavia urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

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



City of Batavia

Memorandum

To: Rachael Tabelski, City Manager & Erik Fix, Assistant City Manager

From: Julie Dahlie, Grants Administrator

Date: March 18, 2024

Subject: Climate Smart Communities Certification and CSC Coordinator

Over recent years, the City of Batavia has implemented actions that align with the criteria for a Bronze status in the Climate Smart Communities Program. Specifically, the conversion of our street lights, brownfield cleanups, development of a source water protection plan, tree plantings, and the planned replacement of the ice rink chiller; all projects recognized by Climate Smart Community. Building upon these accomplishments, the City qualifies as a Climate Smart Community and can seek certification, resources, and funding.

A commitment to becoming a Climate Smart Community presents an opportunity to enhance our access to grant opportunities. Certification demonstrates our dedication to sustainability and resilience, while positioning ourselves favorably to secure funding for crucial projects aimed at reducing greenhouse gas emissions, improving energy efficiency, and fortifying our infrastructure against climate impacts.

Moreover, the effects of weather continue to pose risks to our community's infrastructure, economy, and overall well-being. By taking proactive measures the City of Batavia can mitigate these risks and proactively address critical points of potential failure.

Adopting sustainable practices can lead to cost savings, improved public health outcomes, and a higher quality of life for our residents.

I recommend City Council approve a Climate Smart Community resolution and name the Assistant City Manager as the Climate Smart Coordinator.

#XX-2024

A RESOLUTION TO BECOME A CLIMATE SMART COMMUNITY

Motion of Councilmember

WHEREAS, the City of Batavia believes that weather change can pose a threat to our local environment;

WHEREAS, the effects of climate change pose a threat to our infrastructure, economy, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and poses health issues; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures.

NOW, THEREFORE, BE IT RESOLVED that the City of Batavia, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:

1. Build a climate-smart community.
2. Inventory emissions, set goals, and plan for climate action.
3. Decrease energy use.
4. Shift to clean, renewable energy.
5. Use climate-smart materials management.
6. Implement climate-smart land use.
7. Enhance community resilience to climate change.
8. Support a green innovation economy.
9. Inform and inspire the public.
10. Engage in an evolving process of climate action.

**Seconded by Councilmember
and on roll call**

#XX-2024
**A RESOLUTION APPOINTING A CLIMATE SMART COMMUNITIES
COORDINATOR**

Motion of Councilmember

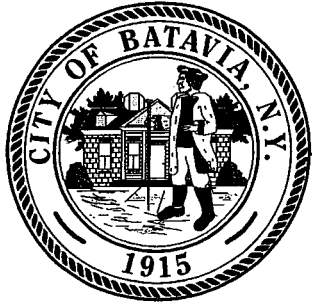
WHEREAS, the City of Batavia, State of New York, seeks to become a Climate Smart Community; and

WHEREAS, the City believes that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities pledge.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Batavia appoints the Assistant City Manager to serve as the Climate Smart Communities Coordinator for the City of Batavia.

**Seconded by Councilmember
and on roll call**



City of Batavia

Memorandum

To: Honorable City Council

From: Erik Fix, Assistant City Manager

Date: March 20, 2025

Subject: SEQR Lead Agency Designation and Negative Declaration Determination

The City of Batavia has received a \$500,000 grant from the NYS Office of Parks, Recreation and Historic Preservation to begin Phase 1 of the Austin Park Renovations. Phase 1 includes the addition of a new accessible playground, necessary grading to meet ADA standards and if funds are available, modifications/improvements to the existing splash pad.

As part of the grant process and in accordance with the State Environmental Quality Review Act (SEQR) the City must declare itself the Lead Agency for the purpose of completing the SEQR review of the Austin Park Phase 1 renovations.

A review by staff has determined this to be an unlisted action, and has not found moderate or large environmental impact, and recommend a negative declaration as this action will not result in any significant adverse environmental impact.

Supporting Documentation:

Draft Resolution
Environmental Impact Assessment Form

#XX-2024

**A RESOLUTION ESTABLISHING THE CITY OF BATAVIA AS LEAD AGENCY
UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQR”)
AND ISSUING A NEGATIVE DECLARATION**

Motion of Councilmember

WHEREAS, the City of Batavia has received a grant from NYS Office of Parks, Recreation and Historic Preservation to begin Phase 1 of the Austin Park renovations; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia in accordance with SEQR and 6 NYCRR §617.6 hereby establishes itself as Lead Agency for the purpose of completing SEQR review of the Austin Park Phase 1 renovations.

BE IT FURTHER RESOLVED, that the City Council of the City of Batavia, having reviewed the SEQR environmental assessment form and supporting documents hereby issues a negative declaration on this unlisted action in accordance with 6 NYCRR §617.6.

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

**Seconded by Councilmember
And on roll call**

The SEQR short form is attached and signed for an unlisted action. Once awarded the City will complete the SEQR process including coordinated review. The City of Batavia will declare lead-agency status for the project.

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Revitalize Austin Park			
Project Location (describe, and attach a location map): 15 Jefferson Avenue, Batavia, NY			
Brief Description of Proposed Action: The City of Batavia is proposing to revitalize Austin Park including: <ul style="list-style-type: none"> • Replacement of the current playground with a universally inclusive playground • Replacement of the picnic pavilion with a larger pavilion • New pickeball court • Upgrades to the splash park equipment and mechanicals • Improvements to the restrooms • New trails and sidewalks • Enhanced entryway • Addition of a small bandstand 			
Name of Applicant or Sponsor: City of Batavia	Telephone: 585-345-6330		
Address: One Batavia City Centre		E-Mail: efix@batavianewyork.com	
City/PO: Batavia	State: NY	Zip Code: 14020	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS Office of Parks, Recreation & Historic Preservation for EPF Parks funding		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 6.52 acres			
b. Total acreage to be physically disturbed? _____ 1 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 6.52 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland			

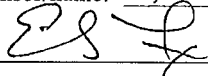
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
Genesee County Courthouse Historic District - National Register 90NR00529	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>City of Batavia</u> Date: <u>7/24/23</u>		
Signature: <u></u> Title: <u>Assistant City Manager</u>		

PRINT FORM

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

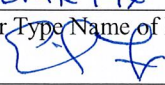
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity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

Project:

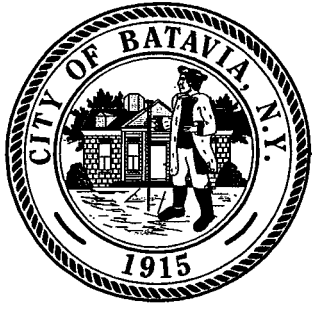
Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
<u>CITY OF BATAVIA</u> Name of Lead Agency	<u>3/20/24</u> Date
<u>ERIK FIX</u> Print or Type Name of Responsible Officer in Lead Agency	<u>ASSISTANT CITY MANAGER</u> Title of Responsible Officer
 Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM



City of Batavia

Memorandum

To: Honorable City Council
From: Tom Phelps, Superintendent of Water & Wastewater
Date: March 8, 2024
Subject: Chemical Bid #2024-1 Award Recommendation

The Bureau of Water and Wastewater issued a Request for Bids on January 22, 2024 for chemicals to be used at the Water Filtration Plant and Wastewater Treatment Plant during the 2024/2025 fiscal year. The chemicals are used in various aspects of the treatment processes at these facilities.

Bids were opened on February 22, 2024 and reviewed by City staff. The lowest responsible bidders meeting criteria are identified as follows:

Company Name	Chemical	Bid Amount
Carmeuse Lime	Quicklime	\$ 416.48 /Ton
PVS-CDI Chemicals	Ferric Sulfate	\$ 1,332.54 /Ton
Slack Chemical	Fluosilicic Acid	\$ 1,119.42 /Ton
Haun Specialty Gas	Carbon Dioxide	\$ 473.00 /Ton
Chemtrade Chemicals	Liquid Alum	\$ 410.00 /Ton
Coyne Chemical	Liquid Phosphate	\$563.16 /Drum
JCI Jones	Sodium Hypochlorite	\$ 2.36 /Gal

We recommended City Council to award the bids at the April 8, 2024 business meeting.

Supporting Documentation:
Bid Tabulation
Resolution

#XX-2024

RESOLUTION AWARDING PURCHASE CONTRACTS FOR CHEMICALS

Motion of Councilperson

WHEREAS, the City has advertised for competitive, sealed bids for the purchase of various chemicals used for the operation of the Water and Wastewater Treatment facilities; and

WHEREAS, Thirteen (13) companies submitted bids, and seven (7) bidders meeting criteria were identified for the seven (7) chemicals.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that one (1) year purchase contracts for various chemicals be awarded to the lowest responsible bidder hereinafter identified.

Company Name	Chemical	Bid Amount
Carmeuse Lime	Quicklime	\$ 416.48 /Ton
PVS-CDI Chemicals	Ferric Sulfate	\$ 1,332.54 /Ton
Slack Chemical	Fluosilicic Acid	\$ 1,119.42 /Ton
Haun Specialty Gas	Carbon Dioxide	\$ 473.00 /Ton
Chemtrade Chemicals	Liquid Alum	\$ 410.00 /Ton
Coyne Chemical	Liquid Phosphate	\$ 563.16 /Drum
JCI Jones	Sodium Hypochlorite	\$ 2.36 /Gal

**Seconded by Councilperson
and on roll call**



Chemical Bid
February 22, 2024 @ 10:00 A.M.

Highlighted Yellow = Winning Bids
CONTRACT NO. 2024-1

Company	Quicklime	Ferric Sulfate	Fluosilicic Acid	Carbon Dioxide	Liquid Alum	Liquid Phosphate	Sodium Hypochlorite
JCI Jones							\$2.36 Gal 12.5-15%
Carmeuse	\$416.48 Ton						
Irish Carbonic				\$422.30 Ton +\$72.00 FEES			
Bison Labs							\$2.321 Gal 5-17%
Slack Chemicals			\$1119.42 Ton		\$940.00 Ton	\$783.75 Drum	\$577.44 Ton \$2.64 Gal
Shannon Chemical			\$1234.77 Ton			\$634.57 Drum	
Thatcher					\$459.00 Dry Ton		
Holland					\$762.00 Dry Ton		
Coyne Chemical						\$563.1567 Drum	



Chemical Bid
February 22, 2024 @ 10:00 A.M.

Highlighted Yellow = Winning Bids
CONTRACT NO. 2024-1

Company	Quicklime	Ferric Sulfate	Fluosilicic Acid	Carbon Dioxide	Liquid Alum	Liquid Phosphate	Sodium Hypochlorite
Kuehne Chemical	No	Bids					
Chemtrade					\$410.00 Dry Ton		
Univar Solutions			\$1400.00 Ton				\$3.00 Gal
Haun Specialty Gas				\$473.00 Ton			
CDI		\$1332.54 Ton					

Received by: Agallman Witnessed by: [Signature]

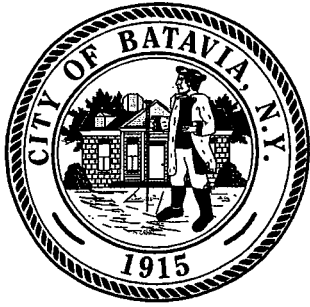
Notes:

SPECIFICATIONS

6. No cylinder or pallet deposits will be paid by the City. All extra charges shall be included in the bid price.

G. Sodium Hypochlorite

Meeting requirements of ANSI/AWWA B300-99, latest edition. Meet or exceed ANSI/NSF 60 latest edition. Minimum 12.5% NaOCl by weight.



City of Batavia

Memorandum

To: Honorable City Council

From: Tom Phelps, Superintendent of Water & Wastewater

Date: March 8, 2024

Subject: Laboratory Services #2024-2 Award Recommendation

The Bureau of Water and Wastewater issued a Request for Bids on February 2, 2024 for laboratory services on the analysis of potable water and wastewater. Bid documents were opened on March 1, 2024 and reviewed by City staff. In total, three (3) bids were received for the rights to provide laboratory services for the two-year period of April 1, 2024 through March 31, 2026. A review and analysis of the lowest responsible bidder has been completed.

I recommend City Council award Pace Analytical the #2024-2 Lab Services bid for the Analysis of Potable Water and Wastewater.

Supporting Documentation:

Bid Tabulation
Resolution

#XX-2024
RESOLUTION AWARDING PURCHASE CONTRACTS
FOR LABORATORY SERVICES

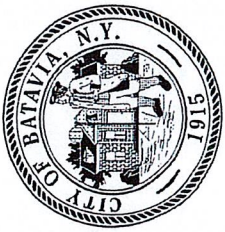
Motion of Councilmember

WHEREAS, the City has advertised for competitive, sealed bids for the purchase of various laboratory services required for the operation of the Water and Wastewater Treatment facilities; and

WHEREAS, Three (3) companies submitted bids, and one (1) was identified as the low bidder with a cost to the City of \$9,185.00 for laboratory services at the Water Treatment Facility, and \$12,965.00 for laboratory services at the Wastewater Treatment Facility.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that a two (2) year purchase contract for various laboratory services be awarded to the lowest responsible bidder hereinafter identified as Pace Analytical.

**Seconded by Councilmember
and on roll call**



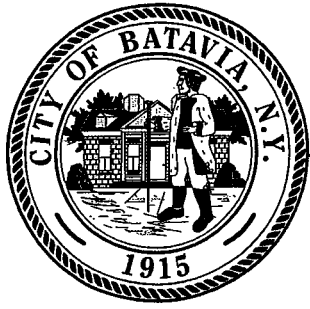
Laboratory Services - Potable Water and Wastewater
March 1, 2024 @ 10:00 A.M.

CONTRACT NO. 2024-2

Company	Lab Services @ Water Plant Bid Amount	Lab Services @ Wastewater Plant Bid Amount
Lozier	\$ 14,115.00	\$ 26,260.00
Eurofins	—	\$ 16,253.00
Pace	\$ 9,185.00	\$ 12,965.00

Received by: [Signature]

Witnessed by: [Signature]



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: March 18, 2024

Subject: Cohocton/Walnut Water Main Replacement

The City intends to replace an aged 10” water main known as “the Cohocton” as well as the 8” Walnut water main with a 12” water pipes.

We have had on record 22 breaks on these lines 19 on walnut and 3 on the Cohocton. The City will replace approximately 6980ft. of pipe, or approximately 1 1/3 miles, to complete this project. To assist with the cost of replacing these water lines the City can apply for a WIIA grant. The Environmental Facilities Corporation is now accepting applications for the next round of Water Infrastructure Improvement (WIIA) & Intermunicipal Grant (IMG) funding. There is \$325 million available this round. Applications are due by 5 p.m. on June 14.

EFC and the NYS Department of Health (DOH) will evaluate all applications for projects received based on factors including protection of public health and water quality; median household income; population served; governmental and community support; environmental justice considerations; and the readiness of the project to proceed.

The City of Batavia DPW has been working with GHD engineers and has achieved 90% design on the project. We still need to complete the SEQR and easement work associated with the project, but feel that that this project will be a good candidate for WIIA funding.

The total estimated cost of the project is \$3.1M. WIIA eligible drinking water projects may receive grant funding in the amount of 60% of net eligible project costs, limited to \$5M. 60% of the project cost equals \$1,860,000. The City will be responsible for the remaining \$1,240,000 and would finance this portion.

I recommend that the City of Batavia apply for WIIA funding for the Cohocton/Walnut Water Main Replacement Project.

#XX-2024

**A RESOLUTION TO AUTHORIZE SUBMISSION OF AN APPLICATION FOR A 2024
NEW YORK STATE WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA)
GRANT**

Motion of Councilmember

WHEREAS, the City of Batavia needs to make essential water line upgrades to the Cohocton water transmission line and other water lines on Walnut Street; and

WHEREAS, the New York State Environmental Facilities Corporation is offering grants for clean and drinking water projects during the 2024-2025 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality; and

WHEREAS, the City of Batavia is seeking funding through the New York State Water Infrastructure Improvement (WIIA) Grant; and

WHEREAS, the New York State Environmental Facilities Corporation requires a resolution that authorizes the undertaking of the project and the total funding appropriated for the project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Batavia City Council authorizes the undertaking of the Cohocton/Walnut waterline project with an estimated project cost of \$3.1M.

BE IT FURTHER RESOLVED, the City of Batavia will meet the financial obligations necessary to fully and satisfactorily complete the project through the grant and City bonding; and

BE IT FURTHER RESOLVED, That the City of Batavia authorizes and empowers the City Manager to sign and submit a grant application and sign the funding agreement with Environmental Facilities Corporation and any associated documents; and

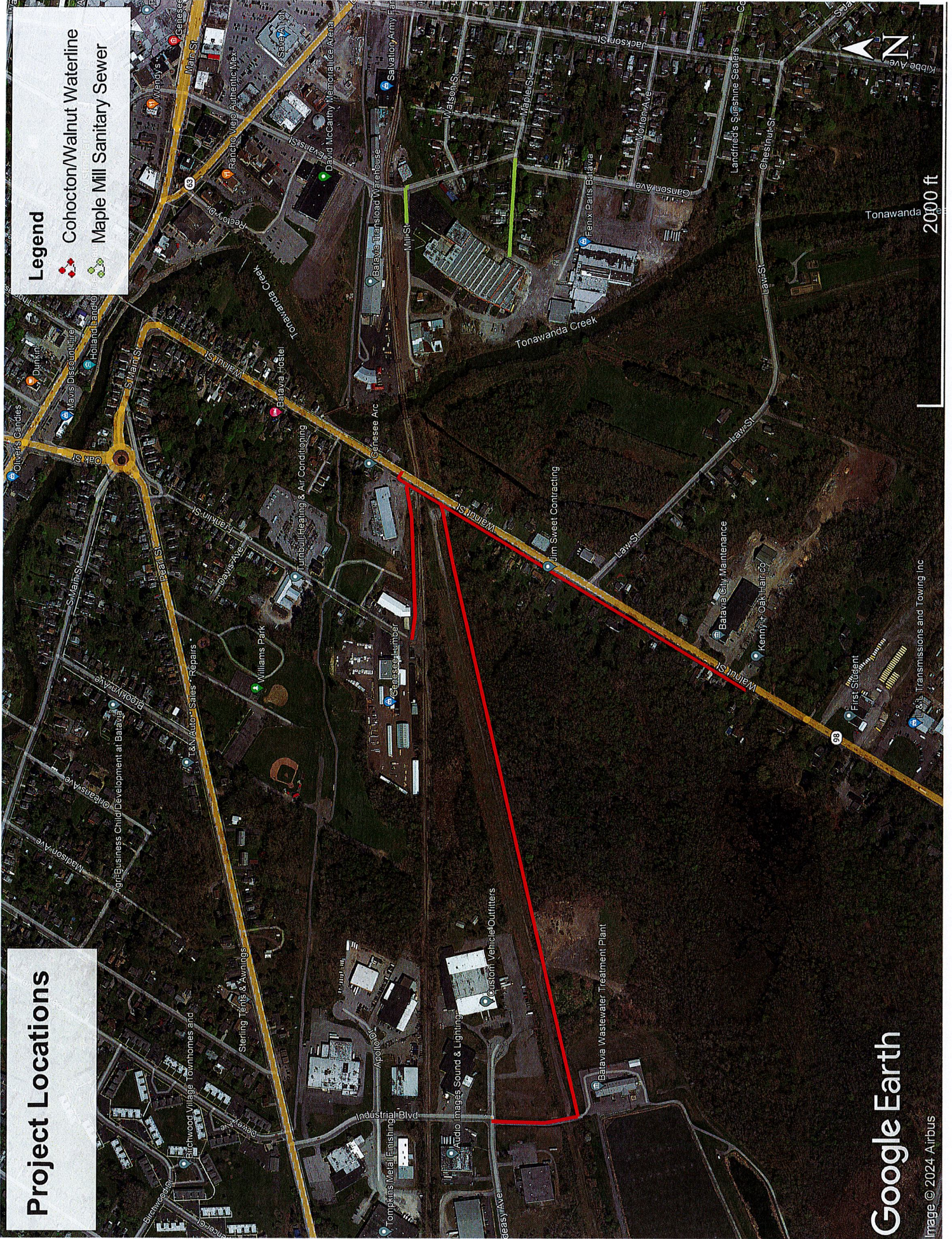
BE IT FURTHER RESOLVED, this resolution will take effect immediately.

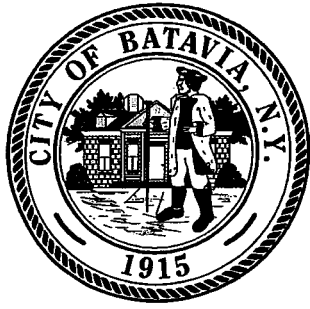
**Seconded by Councilmember
and on roll call**

Project Locations

Legend

-  Cohocton/Walnut Waterline
-  Maple Mill Sanitary Sewer





City of Batavia

Memorandum

To: Rachael Tabelski, City Manager & Erik Fix, Assistant City Manager

From: Julie Dahlie, Grants Administrator

Date: March 18, 2024

Subject: Execution of Agreement with LaBella Associates for Program Administration for the Community Development Block Grant

The City of Batavia received a the Community Development Block Grant in the amount of \$350,000 to assist ten low-to-moderate income, single family households with essential home rehabilitation projects. The City of Batavia issued a Request for Proposals (RFP) for Administrative Services to administer the Housing Rehabilitation Grant.

The Office of Community Renewal oversees the grant administration, requiring specific documentation and steps for fund utilization. The City issued an RFP to professional firms, specifically reaching out to MWBE firms. Proposals were due by March 1, 2024 and only one firm responded, LaBella Associates. LaBella Associates has a long list of executed CDBG grant projects and is an excellent candidate for the Administration of this project.

The cost of this service shall be charged against the CDBG grant as a project cost.

Supporting Documentation:
Resolution
Labella Agreement

#XX-2024

**A RESOLUTION TO ENTER INTO AN AGREEMENT
WITH LABELLA ASSOCIATES FOR ADMINISTRATIVE SERVICES FOR THE
CDBG HOUSING REHABILITATION GRANT**

Motion by Councilmember

WHEREAS, the City of Batavia received a \$350,000 Community Development Block Grant to complete Housing Rehabilitation; and;

WHEREAS, the project will assist ten low-to-moderate income single family households with essential home rehabilitation projects; and;

WHEREAS, the City has a long-standing working agreement with LaBella Associates to provide multiple services including administrative services for grant administration; and;

WHEREAS, the City put out a request for proposals and LaBella Associates submitted the sole proposal totaling \$20,000 for the two year span of grant administration.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is hereby authorized to enter into an agreement with LaBella Associates to administer the grant.

**Seconded by Councilmember
and on roll call**

Professional Services Agreement

Agreement made the _____ day of _____, 2024
between

LaBella Associates, D.P.C.
(“LaBella”)

and

City of Batavia
(“Client”)

for services related to the following Project:

CDBG Housing Administration & Delivery Assistance
City of Batavia, NY
(“Project”)

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella’s proposal, dated February 25, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella’s services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker’s compensation insurance at statutory limits and employer’s liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella’s consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella’s consultants shall not exceed \$50,000 or LaBella’s total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

City of Batavia

By:



By:

Name Edward Flynn

Name _____

Title Director of Planning

Title _____

Date: 03/13/2024

Date _____

Exhibit A
LaBella's Proposal

SCOPE OF WORK

2023 CDBG Housing Rehabilitation Program

Activity 1

Monitoring and supervision of all CDBG Program Activities (Administration).

The following services are proposed to be provided for the overall supervision of all CDBG program activities and will be carried out as they apply to each of the program areas described below:

A. Assist the City in complying with all applicable Federal rules and regulations including, but not limited to:

1. Section 3 Compliance
2. Equal Employment Opportunity
3. Davis-Bacon Wage Rates
4. Historic Preservation
5. Floodplain Protection
6. Accessibility for the Handicapped
7. Procurement Procedures
8. Maintenance of a Drug Free Work Place
9. Stevens Amendment
10. Policies Prohibiting the Use of Excessive Force
11. Community Development Plan and Related Activities
12. Residential Anti-Displacement and Relocation Plan
13. Citizen Participation Activities
14. Conflict of Interest

B. Maintain contact with OCR field representatives to ensure effective administration of the City's CDBG Program, attend monitoring sessions

and, if necessary, assist the City in preparing responses to monitoring reports.

C. Prepare advertisements and other promotional materials to explain the program. Provide training, as required, to assist City staff to help residents to prepare applications to participate in the program.

D. Provide information to the City Finance Director for the required single audit of all Federal programs. Review the draft audit report as it relates to the CDBG Program and make recommendations and comments as appropriate.

E. Assist in the maintenance of the financial record keeping and accounting system for all project funds in accordance with Federal rules and regulations.

F. Assist the City in preparing the required drawdowns of grant funds and maintaining the financial management system required to carry out the grant.

G. Review all requests for the disbursement of CDBG funds and recommend actions as may be appropriate.

H. Coordinate the scheduling of CDBG activities and monitor progress on a continuing basis.

I. Prepare program amendments or modifications as may be required to respond to changing conditions and ensure the timely implementation of the project.

J. Prepare Performance Reports, the Closeout Report and other documents to meet Federal requirements for monitoring and reporting.

K. Assist the City in complying with applicable Federal and

State environmental and historic preservation requirements, including the preparation of an environmental assessment in sufficient detail to determine potential impacts and the need for an Environmental Impact Statement (EIS). The preparation of an EIS is not included under the terms of this proposal throughout the design.

Activity 2

Assistance with Residential Rehabilitation Program (Program Delivery).

A. Assist the City in the preparation of the administrative plan for the implementation of the Residential Rehabilitation

B. Prepare revisions to application forms, program guidelines, contract documents and related implementation materials, as may be necessary, for review by the City.

C. Assist with review of proposals and verify eligibility for assistance.

D. Assist the City in verifying the need for improvements, preparing work write ups, reviewing work write ups with property owners and the solicitation of bids.

E. Assist in the review of bids and identify the proposed use of CDBG funds.

F. Assist the City to prepare and execute grant and/or loan agreements, mortgages, and other legal documents for approved projects

G. Assist the City in maintaining compliance with environmental regulations

COST PROPOSAL

2023 CDBG Housing Rehabilitation Program

For the completion of the services described herein we are proposing to bill an hourly fee of \$115/hour for the following not to exceed fees:

1. Program Administration	\$ 15,000.00
2. Assistance with Program Delivery	\$ 5,000.00
Total : \$ 20,000.00	

The fees include all costs, including *professional services, the time of administrative personnel, overhead and direct out-of-pocket expenses (i.e., mileage, reproduction costs, postage, etc.)*. This fee shall not be increased without written authorization of the City.

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

MOTION TO ENTER EXECUTIVE SESSION

Motion of Councilmember

WHEREAS, Article 7, Section 105(1)(f), of the Public Officer's Law permits the legislative body of a municipality to enter into Executive Session to discuss "...the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation...".

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia, that upon approval of this Motion, the City Council does hereby enter into Executive Session.

**Seconded by Councilmember
and on roll call**