



## BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room  
One Batavia City Centre  
Monday, July 13, 2020

### AGENDA (Amended)

- I. Call to Order
- II. Invocation – Councilmember Bialkowski
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications – Information Only
  - a. Batavia Minor League 7/6/20 to 10/30/20
  - b. Batavia Soccer Club 6/24/20 to 7/31/20
  - c. MCBR Baseball – 7/6/20 to 10/15/20
  - d. Blue Pearl Yoga - 7/21/20 to 9/3/20 (Tuesdays and Thursdays)
- VII. Council President Report
  - a. Announcement of the next City Council Conference and Business Meeting to be held on Monday, August 10, 2020 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
  - b. Proclamation – Retired Police Officer Darryle Streeter
  - c. Process to Hire a New City Manager
- VIII. Deer Management Plan Committee
- IX. School Resource Officer (SRO) Agreement
- X. Sidewalk Program 2020
- XI. Batavia Brewing Company, LLC/DBA ELI Fish Brewing - 2020 Temporary Outdoor Dining Applications
- XII. Main Street Pizza Company - 2020 Temporary Outdoor Dining Applications
- XIII. Re-Commitment of Reserve Funds – Police Station Feasibility Study at Alva Place Location
- XIV. Project Proposal with Architecture Unlimited, LLC – Police Station Feasibility Study at Alva Place

**XV. Appointing a Fair Housing Officer and an ADA (Americans with Disabilities Act) Coordinator**

**XVI. Adjournment**



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

Official Use Only:

S-4

Event Application #:

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

Event Sponsor Batavia minor league  
 Type of Event Baseball Season  
 Date of Event July 6<sup>th</sup> - October 30<sup>th</sup>  
 Time of Event (don't include set up time here - just actual event time) 9:00 am 9:00 pm  
 Location of Event 27 Denis St Paul & Spertone field  
 Details of Event (be as specific as possible!) Baseball game and practice

**Contact Information:**

Primary contact:

Secondary contact:

Name Dan Utter Fred Kabel  
 Phone # 585 356 9765 585 993 1889  
 E-mail address Batavia minor league@gmail.com SAME

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

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

Type of alcoholic beverage to be served: Liquor  Wine  Beer

Will you be providing alcohol to your group? Yes  No

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

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

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

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

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

**EVENT INFORMATION (required):**

Set up date: \_\_\_\_\_ Set up time: \_\_\_\_\_

Tear down date: \_\_\_\_\_ Tear down time: \_\_\_\_\_

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

Date: 7-6-20/10-31-20 Start time: 9:00 am End time: 9:00 pm

Estimated crowd size: \_\_\_\_\_ # of Vendors/Displays \_\_\_\_\_

**WILL THE EVENT INCLUDE:**

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

Fireworks or Hazardous Materials? Yes  No  Carnival or Amusement Rides? Yes  No

\_\_\_\_\_  
Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Address, Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Music: Live Group  Recorded/DJ

\_\_\_\_\_  
Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Address, Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

**CITY SERVICES SUPPORT:**

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

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

**ELECTRIC:**

Will electric be needed for the event? Yes  No

What will you be providing electric to? Score board

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\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:**

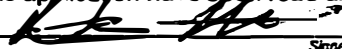
1. Be as specific as possible in the description so we have the best understanding of your event. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
2. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** 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. Any overtime and/or material costs in excess of \$500, as determined by City Departments, must be paid by the event sponsor or other party
11. The application fee is due at time of submission of the application and is non-refundable.
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

**Hold Harmless Agreement**

Batavia minor league, 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.

7/1/20  
Date: \_\_\_\_\_  
Batavia minor league  
Name of Event Sponsor: \_\_\_\_\_  
  
Authorized Signature, Title \_\_\_\_\_  
Dan Utter  
Name - Printed or Typed \_\_\_\_\_

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

7/1/20  
Date: \_\_\_\_\_  
  
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>OFFICIAL USE ONLY</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>OFFICIAL USE ONLY</b>	
_____	_____
_____	_____

**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*

## **Batavia Youth Baseball Covid-19 Protocol**

**Batavia Youth Baseball encourages every player, coach, and spectator to remember to....**

- 1. Wash hands often, and use hand sanitizer frequently.**
- 2. Maintain Social distancing when possible.**
- 3. Cover mouth and nose when around others and Social distancing is not possible.**
- 4. Avoid touching eyes nose and mouth.**
- 5. Cover Coughs and sneezes.**
- 6. Self-monitor symptoms and temperature, and do not attend if feeling sick or temperature is elevated.**

### **RULES FOR 2020 SEASON**

#### **Practice:**

Practices should be limited to the managers/coaches and players only.

Coaches and players must adhere to physical six-foot distancing to the best of their ability except when the ball is in play.

All managers/coaches, players (at the discretion of the parents), volunteers, etc., should wear cloth face coverings when in close contact areas and in places where recommended social distancing is challenging or not feasible, such as in player areas.

All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each/any Batavia youth baseball activity. Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any league activity until cleared by a medical professional. Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory conditions should only attend League activities with permission from a medical professional.

Anyone experiencing symptoms must stay home and report their condition to the manager/coach.

No team water coolers or shared drinking stations permitted.

Sunflower seeds, gum, etc., will not be allowed in Player area or on the playing field.

All players and coaches must refrain from spitting at all times, including in dugout areas and on the playing field.



**Whenever possible, equipment and personal items must have proper separation and should not be shared. If equipment must be shared, proper sanitation should be administered between users.**

**For each practice session, it is recommended that coaches divide players into groups and establish rotating shifts as much as possible to aid in proper social distancing.**

**It is strongly recommended that players travel to the venue with a member(s) of their immediate household when possible. Sharing rides is highly discouraged unless absolutely necessary.**

**It is strongly recommended that when possible players are dropped off at practice location and left under the supervision of the coaching staff social gatherings outside the field are highly discouraged.**

**Coaches should keep group speeches to a minimum and brief. Weather permitting, group/team speeches should be held on the field so players and coaches can be safely spaced.**

**Group/team cheer/rituals are to be adjusted or removed to adhere to social distancing measures.**

**Players, Coaches, Volunteers, and families should vacate the field/facility as soon as is reasonably possible after the conclusion of practice to allow for proper sanitation of the facility and to aid in greater social distancing**

**A fifteen-minute window should be scheduled between each practice to allow for proper sanitization of facility and equipment. No players or coaches scheduled to play or practice next may step foot on the field until sanitization is complete unless they are performing the sanitization protocols.**

**Players/families/spectators are instructed not to show up to fields more than 15 minutes before start of or before the conclusion of practice time.**

**If there is a game or practice prior to your event, families and spectators are encouraged to stay in their vehicles or at recommended social distances until the start of their game or practice to prevent the unnecessary overcrowding of spectator spaces and walkways.**

## **Games**

**For each game only the required team managers/coaches (Max.4 per team) should be on the field or in player areas.**

**No Handshakes/Personal Contact Celebrations** Players and coaches should take measures to prevent all but the essential contact necessary to play the game. This should include refraining from handshakes, high fives, fist/elbow bumps, chest bumps, group celebrations.

**Athletes, managers/coaches, and umpires should bring their own personal drinks to all team activities. Drinks should be labeled with the person's name. Individuals should take their own drink containers home each night for cleaning and sanitation or use single-use bottles. There should be no use of shared or team beverages.**

**Teams should not share any snacks or food. Players should bring individual, pre-packaged food, only if needed.**

**Sunflower seeds, gum, etc., will not be allowed in player area or on the playing field.**

**All managers/coaches, volunteers, umpires, etc., should wear PPE such as cloth face coverings whenever applicable and possible. Players (at the discretion of the parents) and managers/coaches should wear a cloth face covering while in the dugout.**

**If physically able to do so, players will be permitted to wear a cloth face covering on the field during game play based on a directive from a medical provider or the individual determination of the player/parent/guardian.**

**Players, especially at younger divisions, are not required to wear a cloth face covering while on the field during game play.**

**All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each League activity. Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any League activity until cleared by a medical professional. Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory condition should only attend League activities with permission from a medical professional.**

**Anyone experiencing symptoms must stay home and report their condition to the manager/coach.**

Teams are to be behind the fence outside of the dugout to encourage social distancing. Managers/coaches will assign players individual spots outside and in the dugout. Players are to stay in their assigned spots when in player area until their turn to bat or enter field of play. The league will revisit this rule after 14 days of league play. Player area will be moved from the traditional dugout to an area outside the field of play when social distancing will be easier to achieve.

All players will be assigned a bucket prior at the start of each game these buckets will be used as player seats as well as allowing a place to keep personal playing equipment such as gloves and hats separate from other players.

All personal player bat bags/equipment bags will not be allowed in the dugout. Player equipment should be spaced accordingly outside the dugout to prevent direct contact. The league will revisit this rule after 14 days of league play.

If rain or lightning delay players must take shelter in their parent or guardian's vehicle.

It is recommended that players have their own individual batter's helmet, glove, bat, and catcher's equipment.

Measures will be enacted to avoid, or minimize, equipment sharing when feasible.

Some critical equipment may not be able to be obtained by every individual. When it is necessary to share critical or limited equipment, all surfaces of each piece of shared equipment will be cleaned first and then disinfected with an EPA-approved disinfectant against COVID-19 and allowed sufficient time to dry before used by a new player.

Increased attention will be paid to detailed cleaning of all equipment directly contacting the head and face (e.g. catcher's masks, helmets).

Player's equipment (e.g. bags, helmets, bats, gloves, etc.) should be cleaned and disinfected after each game/practice by a parent/guardian/caretaker, where applicable.

Individuals disinfecting equipment are encouraged to use gloves while using disinfectants and follow the manufacturer's directions for use. All disinfectants should be stored properly, in a safe area, out of reach of children.

Any/all shared field preparation equipment is to be sprayed or wiped with cleaner and disinfectant before and after each use.

Baseballs will be rotated through on a regular basis to limit contact. Home team when on defense shall use the Home team's baseballs. Away team when on defense shall use the Away's team baseballs.

Umpires should limit their contact with the ball and catchers should retrieve foul balls and passed balls when possible.

**Foul balls landing outside the field of play should be retrieved by participating players, coaches, and umpires. No spectators should retrieve the ball.**

**It is strongly recommended that players travel to the venue with a member(s) of their immediate household when possible. Sharing rides is highly discouraged unless absolutely necessary.**

**Coaches should keep group speeches to a minimum and brief. Weather permitting, group/team speeches should be held on the field so players and coaches can be safely spaced.**

**Group/team cheer/rituals are to be adjusted or removed to adhere to social distancing Measures.**

**Players, Coaches, Volunteers, and families should vacate the field/facility as soon as is reasonably possible after the conclusion of a game to allow for proper sanitation of the facility and to aid in greater social distancing.**

**Scoreboard controller and microphone must be wiped off after every game. Only one volunteer in the press box. (pressbox duties will be assign to the away team)**

**No concession stand operation.**

**Social distancing is required for the entire complex, and the wearing of face covering is highly recommended when social distancing cannot be accomplished.**

**A fifteen-minute window will be scheduled between each game to allow for proper sanitization of facility and equipment. No players or coaches scheduled to play next may step foot on the field until sanitization is complete unless they are performing the sanitization protocols.**

**Players/families/spectators are instructed not to show up to fields more than 60 minutes before their scheduled game time.**

**If there is a game or practice prior to your event, families and spectators are encouraged to stay in their vehicles or at recommended social distances until the start of their game play to prevent overcrowding of spectator spaces and walkways.**

### **Facility**

**Frequently touched surfaces shall be cleaned AND disinfected daily and in between all facility uses, including practices and games. If surfaces are visibly soiled or dirty, they should be cleaned with a detergent or soap and water prior to disinfection.**

**Spectators**

Spectators must maintain Social distancing when possible.

Spectators shall have NO access to the field, batting cages or player areas.

There is a limit of two spectators per player

Spectators shall cover mouth and nose when around others and social distancing is not possible.

Cover all Coughs and sneezes Self-Monitoring. Anyone experiencing symptoms must stay home All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each League activity. Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any League activity until cleared by a medical professional Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory condition should only attend League activities with permission from a medical professional.

spectators should bring their own portable chairs. Picnic tables and will not be placed out for use.

All Bleachers will be off limits for the duration of the season.

Players/families/spectators are instructed not to show up to fields more than 60 minutes before game time.

If there is a game or practice prior to your event, families and spectators are encouraged to stay in their vehicles or at recommended social distances until the start of their game play to prevent overcrowding of spectator spaces and walkways.

Families should vacate the field/facility as soon as is reasonably possible after the conclusion of practice/games.

**Batavia Youth Baseball reserves the right to remove or amend these protocols/rules at any time, for any reason.**



BATAV-2

OP ID: BI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RPS Bollinger Sports & Leisure PO Box 390 Short Hills, NJ 07078 Brenda Lodato Ext. 8051 800-446-5311		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-446-5311 FAX (A/C, No): 973-921-8474 E-MAIL ADDRESS: ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: *Markel Insurance Company 38970	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b> Batavia Minor League Inc 7585 Connelly Road Bergen, NY 14416			

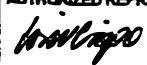
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants <input checked="" type="checkbox"/> Sexual Abuse/Mole GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		3802AHZ35243 \$1,000,000/\$2,000,000	03/01/2020 03/01/2021 03/01/2020 03/01/2021	03/01/2021 03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> MIRD AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	<b>Accident Insurance</b> Full Excess		4102AHZ35242	03/01/2020	02/16/2021	Med Max: 100,000 Ded: \$0/Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid. Certificate holder is also listed as an additional insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITYBAT  City of Batavia One Batavia City Centre Batavia, NY 14020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**Batavia Little League  
Little League Facility  
Covid-19 Action Plan**

1. Do not attend if you have a fever or feeling ill
2. Parking Lot: Social distancing rules
3. Face Coverings are recommended when you are not able to social distance
4. Athlete allowed 2 Guests
8. Hand washing recommended
9. Chairs and tents allowed using Social Distance

RESTROOMS – Will not be available

CONCESSIONS & MERCHANDISE: Will be limited or not available

FIELD OF PLAY:

1. Masks will be required if you can't practice social distancing. Dugouts will not be available to players or fans. Bleachers will not be accessible by fans.
2. No sharing of equipment (example: helmets and catchers equipment)
3. No seeds will be permitted in the game play area
4. No post game handshakes

- Game Balls will be handled by defensive team.



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

Official Use Only:

Event Application #:

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

Event Sponsor Batavia Soccer Club (BSC)

Type of Event soccer practices

Date of Event 2 times/week from June 24 July 31

Time of Event (don't include set up time here - just actual event time) 6:00p m - 800pm

Location of Event Austin Park & Lions Park

Details of Event (be as specific as possible!) we would like to hold soccer practices on the fields.

Contact Information:

Primary contact:

Secondary contact:

Name Mark Ricupito

Phone # 716-597-6774

E-mail address mricupito24@gmail.com

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

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

Type of alcoholic beverage to be served: Liquor  Wine  Beer

Will you be providing alcohol to your group? Yes  No

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

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

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

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

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



**EVENT INFORMATION (required):**

Set up date: N/A

Set up time: \_\_\_\_\_

Tear down date: N/A

Tear down time: \_\_\_\_\_

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

Date: 6/24-7/31  
(2 times/week)

Start time: 6:00pm

End time: 8:00pm

Estimated crowd size: 10-17 people # of Vendors/Displays 0

**WILL THE EVENT INCLUDE:**

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

Fireworks or Hazardous Materials? Yes  No  Carnival or Amusement Rides? Yes  No

\_\_\_\_\_  
Name of Company Providing Above: Company Contact/Representative Phone #

\_\_\_\_\_  
Address, Street City Zip Code

Music: Live Group  Recorded/DJ

\_\_\_\_\_  
Name of Company Providing Above: Company Contact/Representative Phone #

\_\_\_\_\_  
Address, Street City Zip Code

**CITY SERVICES SUPPORT:**

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

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

**ELECTRIC:**

Will electric be needed for the event? Yes  No

What will you be providing electric to? \_\_\_\_\_

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

**if yes, INCLUDE SITE DRAWING INDICATING PLACEMENT/LOCATION OF GENERATOR**

**SIZE OF GENERATOR(S) \_\_\_\_\_ FUEL SOURCE - GAS -  - DIESEL -  - PROPANE -**

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

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

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

Please list size(s) of Tents/Canopies or other temporary structures erected\*

**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)

**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. Any overtime and/or material costs in excess of \$500, as determined by City Departments, must be paid by the event sponsor or other party
11. The application fee is due at time of submission of the application and is non-refundable.
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

**Hold Harmless Agreement**

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

6/15/2020

Date:

Batavia Soccer Club

Name of Event Sponsor:

, VP of BSC

Authorized Signature, Title

Mark Ricupito

Name - Printed or Typed

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

6/15/2020

Date:

Signature of Applicant:

Please forward this application to:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K&K Insurance Group, Inc. 301 Commerce Street, Suite 2370 Fort Worth, TX 76102	CONTACT NAME:	Sports Division	
		PHONE:	(800) 441-3994	FAX:
		E-MAIL ADDRESS:	kk.sports@kandkinsurance.com	
INSURED	New York State West Youth Soccer Association P.O. Box 1247 Corning, NY 14830	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A:	National Casualty Company	11991
		Insurer B:	Nationwide Life Insurance Company	66869
		Insurer C:		
		Insurer D:		
		Insurer E:		

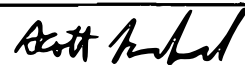
COVERAGES      CERTIFICATE NUMBER: 19023488      REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVER	TYPE OF COVERAGE	ADDITIONAL	CLASS	POLICY NUMBER	POLICY EFFECTIVE DATE (PERIOD)	POLICY EXPIRATION DATE (PERIOD)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X		KKO-81203-00	9/1/2019	9/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (After one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO-81203-00	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$			XKO-81204-00	9/1/2019	9/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PERSONS UNDER THE CONTROL OF THE INSURED (Necessary in NY) If yes, describe under		N/A				NO STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE - EA EMPLOYEE E. L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT MEDICAL			BAX-309081-00	9/1/2019	9/1/2020	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Permits Schedule, if more space is required)

This certificate is issued on behalf of New York State West Youth Soccer Association & Batavia Soccer Club. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.

CERTIFICATE HOLDER	CANCELLATION
City of Batavia Attn: Parks Department 1 Batavia City Centre Batavia, NY 14020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Batavia Little League  
Little League Facility  
Covid-19 Action Plan**

1. Do not attend if you have a fever or feeling ill
2. Parking Lot: Social distancing rules
3. Face Coverings are recommended when you are not able to social distance
4. Athlete allowed 2 Guests
8. Hand washing recommended
9. Chairs and tents allowed using Social Distance

RESTROOMS – Will not be available

CONCESSIONS & MERCHANDISE: Will be limited or not available

FIELD OF PLAY:

1. Masks will be required if you can't practice social distancing. Dugouts will not be available to players or fans. Bleachers will not be accessible by fans.
2. No sharing of equipment (example: helmets and catchers equipment)
3. No seeds will be permitted in the game play area
4. No post game handshakes

- Game Balls will be handled by defensive team.



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

Rec'd 6/26/2020  
Add'l info emailed to meq.

Official Use Only:

S-3

Event Application #:

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

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

Event Sponsor James Patric MCBR Baseball

Type of Event Baseball Games

Date of Event 7/6 - 10/15

Time of Event (don't include set up time here - just actual event time) Schedule TBD

Location of Event Williams Park / Dwyer Stadium

Details of Event (be as specific as possible!) We have a 15U & 17U baseball team in the Monroe County Baseball Region league and we want to use Williams/Dwyer for our home field. We would like to schedule games on:

Contact Information:

Primary contact:

Secondary contact:

Name James Patric

Phone # 716-560-3438

E-mail address japatric@bataviacsd.org

Mondays  
Wednesdays  
Fridays  
Saturdays

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

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

Type of alcoholic beverage to be served: Liquor  Wine  Beer

Will you be providing alcohol to your group? Yes  No

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

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

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

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

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

EVENT INFORMATION (required): Pending schedule

Set up date: \_\_\_\_\_ Set up time: \_\_\_\_\_

Tear down date: \_\_\_\_\_ Tear down time: \_\_\_\_\_

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

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Estimated crowd size: \_\_\_\_\_ # of Vendors/Displays \_\_\_\_\_

**WILL THE EVENT INCLUDE:**

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

Fireworks or Hazardous Materials? Yes  No  Carnival or Amusement Rides? Yes  No

\_\_\_\_\_  
Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Address, Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Music: Live Group  Recorded/DJ

\_\_\_\_\_  
Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Address, Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

**CITY SERVICES SUPPORT:**

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

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

**ELECTRIC:**

Will electric be needed for the event? Yes  No

What will you be providing electric to? Scoreboard/Announcer

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\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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)  
\_\_\_\_\_  
\_\_\_\_\_

**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. Any overtime and/or material costs in excess of \$500, as determined by City Departments, must be paid by the event sponsor or other party
11. The application fee is due at time of submission of the application and is non-refundable.
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

**Hold Harmless Agreement**

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

6/26/2020  
Date:

James Petric - MCBR  
Name of Event Sponsor:

James Petric  
Authorized Signature, Title

James Petric  
Name - Printed or Typed

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

6/2, 20  
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**

<b>OFFICIAL USE ONLY</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>OFFICIAL USE ONLY</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**

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

**Department Cost Estimate:** \_\_\_\_\_  
*If applicable*

**Estimate based on:** *Fillable table - type your response here:*  
\_\_\_\_\_

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

**Submitted By:** \_\_\_\_\_ *Name / Title* \_\_\_\_\_ *Date Submitted*

<b>CERTIFICATE OF INSURANCE</b>	<b>Issue Date: 2/12/2020</b>
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>Producer:</b> EPIC Brokers License No. OB29370 P.O.Box 13847 Sacramento CA 95853 888-880-3602 Email: insurance@usssa.com	<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Scottsdale Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: INSURER D: INSURER E:
<b>Insured:</b> United States Specialty Sports Association 5800 Stadium Parkway Melbourne, FL 32940 800-741-3014	

**Coverages:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS000008210800	1/1/2020	1/1/2021	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKS000008210900	1/1/2020	1/1/2021	Each Occurrence \$1,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)**  
 Coverage includes amateur play and practice in the insured sport for : **MCBR**  
 The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:	Coverage Effective Date: 2/12/2020 12:24:00 PM
---------------------	--

City of Batavia; BRRC  15 Main Street Batavia NY 14020	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---	---

Certificate # USSSA-399703-339050	Authorized Representatives: <i>Scott Farber</i>
-----------------------------------	---

## **Batavia Youth Baseball Covid-19 Protocol**

**Batavia Youth Baseball encourages every player, coach, and spectator to remember to....**

- 1. Wash hands often, and use hand sanitizer frequently.**
- 2. Maintain Social distancing when possible.**
- 3. Cover mouth and nose when around others and Social distancing is not possible.**
- 4. Avoid touching eyes nose and mouth.**
- 5. Cover Coughs and sneezes.**
- 6. Self-monitor symptoms and temperature, and do not attend if feeling sick or temperature is elevated.**

## **RULES FOR 2020 SEASON**

### **Practice:**

Practices should be limited to the managers/coaches and players only.

Coaches and players must adhere to physical six-foot distancing to the best of their ability except when the ball is in play.

All managers/coaches, players (at the discretion of the parents), volunteers, etc., should wear cloth face coverings when in close contact areas and in places where recommended social distancing is challenging or not feasible, such as in player areas.

All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each/any Batavia youth baseball activity. Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any league activity until cleared by a medical professional. Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory conditions should only attend League activities with permission from a medical professional.

Anyone experiencing symptoms must stay home and report their condition to the manager/coach.

No team water coolers or shared drinking stations permitted.

Sunflower seeds, gum, etc., will not be allowed in Player area or on the playing field.

All players and coaches must refrain from spitting at all times, including in dugout areas and on the playing field.

Teams are to be behind the fence outside of the dugout to encourage social distancing. Managers/coaches will assign players individual spots outside and in the dugout. Players are to stay in their assigned spots when in player area until their turn to bat or enter field of play. The league will revisit this rule after 14 days of league play. Player area will be moved from the traditional dugout to an area outside the field of play when social distancing will be easier to achieve.

All players will be assigned a bucket prior at the start of each game these buckets will be used as player seats as well as allowing a place to keep personal playing equipment such as gloves and hats separate from other players.

All personal player bat bags/equipment bags will not be allowed in the dugout. Player equipment should be spaced accordingly outside the dugout to prevent direct contact. The league will revisit this rule after 14 days of league play.

If rain or lightning delay players must take shelter in their parent or guardian's vehicle.

It is recommended that players have their own individual batter's helmet, glove, bat, and catcher's equipment.

Measures will be enacted to avoid, or minimize, equipment sharing when feasible.

Some critical equipment may not be able to be obtained by every individual. When it is necessary to share critical or limited equipment, all surfaces of each piece of shared equipment will be cleaned first and then disinfected with an EPA-approved disinfectant against COVID-19 and allowed sufficient time to dry before used by a new player.

Increased attention will be paid to detailed cleaning of all equipment directly contacting the head and face (e.g. catcher's masks, helmets).

Player's equipment (e.g. bags, helmets, bats, gloves, etc.) should be cleaned and disinfected after each game/practice by a parent/guardian/caretaker, where applicable.

Individuals disinfecting equipment are encouraged to use gloves while using disinfectants and follow the manufacturer's directions for use. All disinfectants should be stored properly, in a safe area, out of reach of children.

Any/all shared field preparation equipment is to be sprayed or wiped with cleaner and disinfectant before and after each use.

Baseballs will be rotated through on a regular basis to limit contact. Home team when on defense shall use the Home team's baseballs. Away team when on defense shall use the Away's team baseballs.

Umpires should limit their contact with the ball and catchers should retrieve foul balls and passed balls when possible.

Foul balls landing outside the field of play should be retrieved by participating players, coaches, and umpires. No spectators should retrieve the ball.

It is strongly recommended that players travel to the venue with a member(s) of their immediate household when possible. Sharing rides is highly discouraged unless absolutely necessary.

Coaches should keep group speeches to a minimum and brief. Weather permitting, group/team speeches should be held on the field so players and coaches can be safely spaced.

Group/team cheer/rituals are to be adjusted or removed to adhere to social distancing Measures.

Players, Coaches, Volunteers, and families should vacate the field/facility as soon as is reasonably possible after the conclusion of a game to allow for proper sanitation of the facility and to aid in greater social distancing.

Scoreboard controller and microphone must be wiped off after every game.  
Only one volunteer in the press box. (pressbox duties will be assign to the away team)

No concession stand operation.

Social distancing is required for the entire complex, and the wearing of face covering is highly recommended when social distancing cannot be accomplished.

A fifteen-minute window will be scheduled between each game to allow for proper sanitization of facility and equipment. No players or coaches scheduled to play next may step foot on the field until sanitization is complete unless they are performing the sanitization protocols.

Players/families/spectators are instructed not to show up to fields more than 60 minutes before their scheduled game time.

If there is a game or practice prior to your event, families and spectators are encouraged to stay in their vehicles or at recommended social distances until the start of their game play to prevent overcrowding of spectator spaces and walkways.

### **Facility**

Frequently touched surfaces shall be cleaned AND disinfected daily and in between all facility uses, including practices and games. If surfaces are visibly soiled or dirty, they should be cleaned with a detergent or soap and water prior to disinfection.

## **Spectators**

Spectators must maintain Social distancing when possible.

Spectators shall have NO access to the field, batting cages or player areas.

There is a limit of two spectators per player

Spectators shall cover mouth and nose when around others and social distancing is not possible.

Cover all Coughs and sneezes Self-Monitoring. Anyone experiencing symptoms must stay home All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each League activity. Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any League activity until cleared by a medical professional Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory condition should only attend League activities with permission from a medical professional.

Spectators should bring their own portable chairs. Picnic tables and will not be placed out for use.

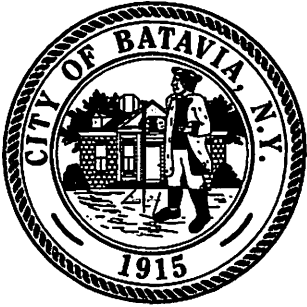
All Bleachers will be off limits for the duration of the season.

Players/families/spectators are instructed not to show up to fields more than 60 minutes before game time.

If there is a game or practice prior to your event, families and spectators are encouraged to stay in their vehicles or at recommended social distances until the start of their game play to prevent overcrowding of spectator spaces and walkways.

Families should vacate the field/facility as soon as is reasonably possible after the conclusion of practice/games.

**Batavia Youth Baseball reserves the right to remove or amend these protocols/rules at any time, for any reason.**



# City of Batavia

## *Memorandum*

To: Honorable City Council Members  
From: Rachael J. Tabelski, Assistant City Manager/Acting City Manager  
Date: July 6, 2020  
Re: Deer Management Plan

The Deer Management Plan Committee was formed in November, 2019 and was tasked with exploring ways to reduce property damage to residential landscape and garden plants, deer-human interactions, deer-vehicle accidents and tick-borne diseases such as Lyme disease.

The Deer Committee met several times over the last eight months and worked directly with Department of Environmental Conservationist (DEC) Wildlife Biologist, Division of Fish and Wildlife, Robin Phenes and City Council representative John Canale to draft a plan to address the deer issues occurring in the City of Batavia.

After becoming Acting City Manager on June 22, 2020 myself and the City Attorney were provided a draft of the plan. At this point I added management and operational points and considerations to the plan, while the City Attorney added in process framework and legal protections for the City.

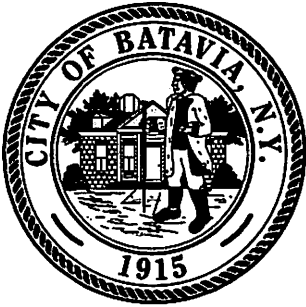
The plan not only addresses the Deer Committees recommendation on how to reduce the deer population in the City, but provides a streamlined program experience and ensures programmatic compliance, program metric tracking and stakeholder/City Council communication.

Attached is the City of Batavia Deer Management Plan for your review. City Council Members and the public are asked to will review the plan. City Council will need to determine if the Plan, and means to reduce the deer population, is appropriate and in line with the goals and expectations of the Deer Committee.

Highlights of the plan include:

- Three phased approach with the goal to harvest 60 deer per year with archery only hunting.
  - Plan A includes hunting during the NYS regulated hunting season
  - Plan B includes an extended hunting season (January 2 – March 31)





# City of Batavia

- Plan C includes an archery hunt utilizing bait (must be approved by Council)
- There are five designated hunting zones identified in the map where hunters may participate in the program.
- Hunters in the Batavia Deer Management Program will only be able to hunt on lands in which landowners sign a landowner cooperation agreement form.
- Tree stands must be utilized and all hunters will be shooting downward.
- Dates and times for hunting will be from sunrise until 2pm and no hunting may take place while school is closed.
- Participant hunters will need to qualify with their bow with a range inspector and apply to the City of Batavia to be admitted into the program, as well as signing a participant agreement waiver and release form.
- All hunters will show proof of a current New York State hunting license and comply with all New York State laws, and DEC rules and regulations.
- The plan incorporates NYS DEC setback requirements, specifically that a crossbow cannot be discharged within 250 feet of a school, playground, public structure, factory, church, or farm building and a vertical bow cannot be discarded within 150 feet of a school, playground, public structure, factory, church, or farm building
- The term of the program is for three years, or can be terminated at any time given Batavia City Council's discretion. The Council will be provided with annual updates on the program. After three years the plan will need to be re-approved.

#-2020

**A RESOLUTION TO APPROVE THE CITY OF BATAVIA DEER MANAGEMENT PLAN**

**Motion of Councilmember**

**WHEREAS**, The Council formed the Deer Management Plan Committee in November, 2019 and was tasked with exploring ways to reduce property damage to residential landscape and garden plants, deer-human interactions, deer-vehicle accidents and tick-borne diseases such as Lyme disease; and

**WHEREAS**, The Deer Committee met several times over the last eight months and worked directly with Department of Environmental Conservationist (DEC) Wildlife Biologist, Division of Fish and Wildlife, Robin Phenes and City Council representative John Canale to draft a plan to address the deer issues occurring in the City of Batavia; and

**WHEREAS**, The plan not only addresses the Deer Committees recommendation on how to reduce the deer population in the City, but provides a streamlined program experience and ensures programmatic compliance, program metric tracking and stakeholder/City Council communication; and

**WHEREAS**, The Deer Committee has developed a three phased approach with the goal to harvest 60 deer per year with archery only hunting on designated lands within the City of Batavia.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Batavia is hereby approves the Deer Management Plan.

**Seconded by Councilmember  
and on roll call**

## DEER MANAGEMENT PLAN



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## **Introduction and Background**

The growing white-tailed deer (*Odocoileus virginianus*) population in the City of Batavia has caused an increase in concerns and complaints from City residents over the past five years. Residents have notified the City Manager and City Council that problems caused by deer include damage to landscape and garden plants throughout the community, deposition of scat in yards, deer-vehicle collisions, and increased incidents of tick-borne diseases. Recently, deer have acted aggressively toward humans within the City, elevating the concerns from some residents, and gaining attention from the news media.

After a public survey was conducted in 2016 (see Appendix A) and deer management discussions continued through 2017. The Batavia Deer Management Committee was formed in December 2019 to support the City Council in its desire to establish a Deer Management Plan to address deer issues raised by the citizens of the City of Batavia. This document will provide general guidance, rationales for management decisions, and answers to procedural questions for City residents and City Council members.

The growth of the deer population in the City of Batavia can be attributed to several biological and environmental factors. First, white-tailed deer have a high reproductive rate, with does often having twin or triplet fawns each year. Second, a current lack of mortality from natural predators and hunting, coupled with high reproductive success, results in the ability of the deer population to double in a short amount of time. Finally, the habitat created in urban and suburban yards provides ample nutrition and affords the deer continued protection, allowing them to thrive in the City and surrounding areas.

In order to reduce deer-related problems, the population of deer within the City of Batavia must be reduced in a safe, effective, economical, and sustainable manner. Although several non-lethal methods of deer management have been considered by the Committee, those options would be largely ineffective or cost-prohibitive. After careful review, the Deer Management Committee recommends reduction of the deer herd through an archery-only hunt during regulated hunting seasons (October – December), followed by an extended archery-only option (January – March), if necessary, for additional removal of deer. This recommendation is not designed to permit **unlawful** recreational hunting within the City.

Effectively managing the deer population within the City of Batavia will be a long-term and adaptive process. To determine if the recommended deer management strategies are being effective, measurable attributes of deer-related problems will be documented on a regular basis, and necessary changes to the program will be made accordingly. The success of this program will rely upon the utilization of multiple management approaches, participation from local hunting organizations, assistance from the New York State Department of Environmental Conservation (DEC), and the City's transition from an initial phase of management to a maintenance phase of

management as time passes.

## **I. Goals**

The City of Batavia Deer Management Plan strives to safely and effectively decrease the white-tailed deer population within the city limits to reduce:

1. Property damage to residential landscape and garden plants
2. Aggressive deer interactions with residents
3. Accumulation of deer scat on lawns
4. Deer-vehicle accidents
5. Tick-borne diseases, such as Lyme disease, in humans and pets
6. Over-browsing of natural plant communities

## **II. Recommended Action for Deer Reduction**

Although the Committee considered several alternative non-lethal and lethal methods for addressing deer problems within the City (See Appendix B), the Committee recommends the following three-phase plan for deer population reduction. Based on baseline roadside counts of deer within the City, conducted by members of the Deer Management Committee, the goal is reducing the population by 60 deer in the first year. Over 167 deer were observed in the five units during March of 2020, and extensive woodland and crop damage was observed in April of 2020. Appendix C, Baseline Roadside Deer Survey Results form, will be used by the committee to continue to count deer populations throughout the program.

### **PLAN A – Archery-only Hunt During Regulated New York State Hunting Seasons**

Plan A will begin on October 1<sup>st</sup> and run through approximately December 15<sup>th</sup> (dates vary annually). Shooting times will be from sunrise to 2:00 p.m., and hunting will only be allowed on days when school is in session.

The first phase of this plan includes an archery-only hunt using compound bows and crossbows during New York State designated hunting seasons, which run from October 1 through mid-December (exact dates vary from year to year). Participants must harvest a doe before harvesting a buck.

A process of selecting appropriate properties and participants for this hunt will ensure the safety of City residents and the efficient removal of deer for the affected urban areas.

The City of Batavia can apply for additional antlerless deer tags through the DEC's Deer Management Assistance Program (DMAP) to provide to participating archers. The deadline for DMAP applications is August 1<sup>st</sup> of each year, and the permit is valid for three years. There is no cost associated with applying for this permit, but the Deer

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Management Plan must be submitted with the application. The City of Batavia would be responsible for the application to DEC after reviewing the previous year's metrics and determining if additional permits will be needed.

Alternatively, because the City of Batavia is located within DEC's Wildlife Management Unit 8G, ample deer management permits (DMPs) for antlerless deer are available to individuals when hunting licenses are purchased. If the City does not apply for DMAP, individual hunters selected for this program would have DMPs available to harvest antlerless deer.

**PLAN B - Extended Archery-only Hunt**

Plan B will begin on January 2<sup>nd</sup> and extend through March 31<sup>st</sup>. Shooting times will be from sunrise to 2:00 p.m, and hunting will only be allowed on days when school is in session.

Plan B involves an extended archery-only hunt using compound bows and crossbows from January 2<sup>nd</sup> through March 31<sup>st</sup>. Plan B will initially be implemented when fewer than 60 deer are harvested through Plan A, although this threshold can be re-evaluated over time.

This option requires a Deer Damage Permit from the New York State Department of Environmental Conservation because hunting will occur outside the regulated deer hunting framework.

**PLAN C – Extended Archery-only Hunt Using Bait**

Plan C will begin on January 2<sup>nd</sup> and extend through March 31<sup>st</sup>. Shooting times will be discussed if this option is approved by Council and funded.

This technique is used during winter months when food availability is limited for deer. Plan C would need to be planned for, and approved during the City of Batavia's budget process as there will be City expenses to purchase bait stations and feed to attract deer. Plan C would be allowable starting during the second year of the deer management program at the request of the Deer Management Committee and approval of the City Council.

Shooting times will be discussed if the option is approved by Council and funded because attracting deer to bait at specific times requires a considerable amount of time and effort.

This option requires a Deer Damage Permit from the New York State Department of Environmental Conservation because hunting will occur outside the regulated deer hunting framework.

**III. Dates and Times**

1. Plan A will begin on October 1st and run through approximately December 15 (dates vary annually). Shooting times will be from sunrise to 2:00 p.m.
2. Plan B will begin on January 2<sup>nd</sup> and extend through March 31<sup>st</sup>. Shooting times will be from sunrise to 2:00 p.m.
3. Plan C will begin on January 2<sup>nd</sup> and extend through March 31<sup>st</sup>. Shooting times will be discussed if this option is approved by Council and funded.

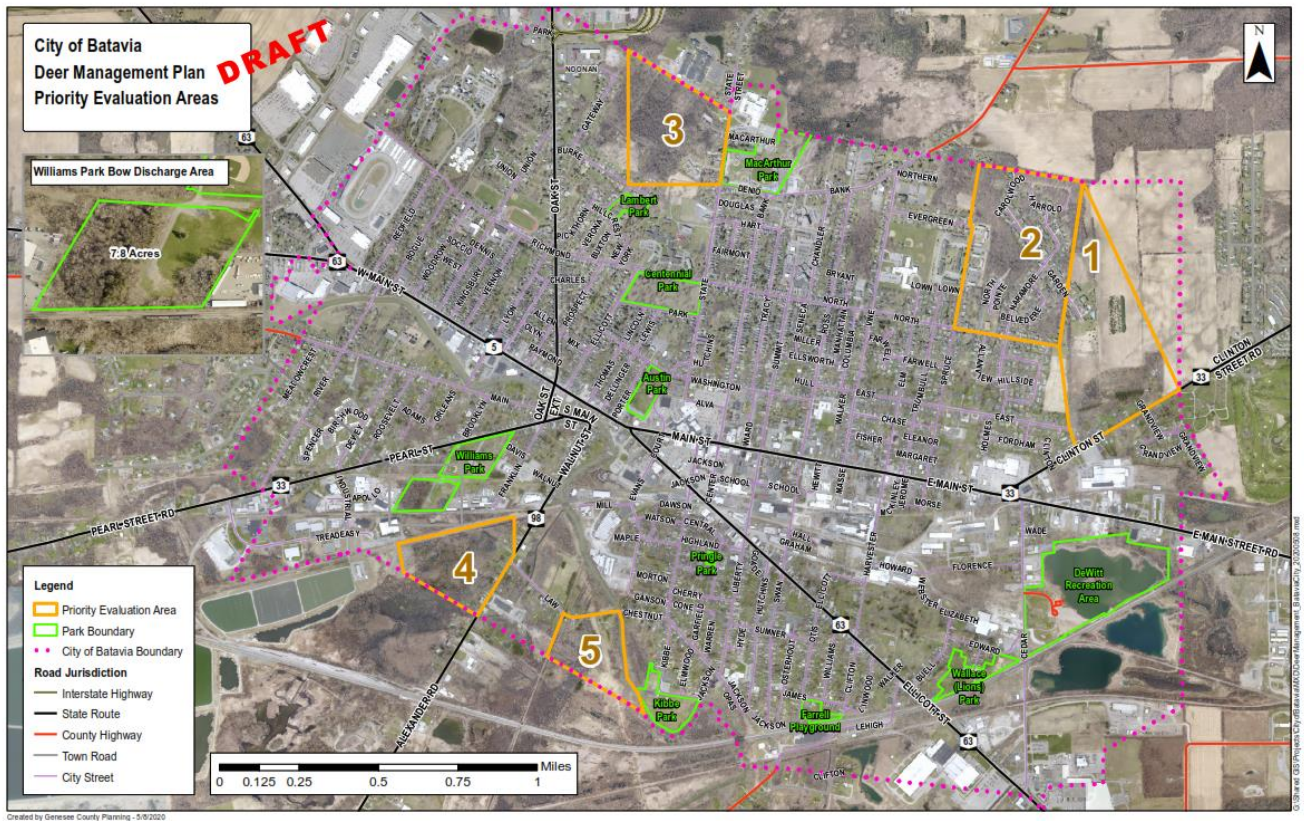
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The City Manager will regularly review the success of the program and shorten or extend the season based on deer harvest numbers and deer sightings reported by participants to the Manager and the Committee.

The exact times tree stands will be used cannot be predicted in advance as it is dependent on wind direction, participant schedules and weather.

**IV. Description of Deer Management Areas**

Deer Management Areas (DMA's) are defined as properties located within the City of Batavia where culling activities are to take place per NYSDEC Deer Damage Permit. All DMA's will have the written consent of the owner for culling activities and adjacent properties will be notified. Specific cull sites must be compatible with New York state law regarding setbacks for hunting with compound bows and crossbows, baiting and will be screened accordingly.





## **V. Participant Application and Selection Process**

The participant application and selection process is designed to enlist proficient individuals that are capable of confidently and safely reducing the deer herd within the City of Batavia as humanely as possible. All participants in the City of Batavia Deer Management Program must complete the following requirements:

1. City of Batavia Deer Management Program Hunter Application- Submission to City Clerk
  - a. Proof of residency within the City of Batavia or Genesee County, or membership in a hunting club associated with the Genesee County Federation of Sportsmen.
  - b. Provide a copy of his/her driver's license.
  - c. Provide a copy of current New York State hunting license and any applicable New York State tags.
  - d. Provide a copy of a current bow and/or cross bow hunting privilege.
  - e. Provide a completed Participant Agreement Waiver and Release Page, stating they have read and will abide by all rules and regulations.
2. The program participants will be selected in the following order:
  - a. Genesee County Federation of Sportsmen, which is comprised of 12 clubs
  - b. City Residents
  - c. Genesee County Residents

Participant applications will be reviewed and accepted or rejected by the Deer Management Committee and City Manager. Deer Damage Permit tag(s) or DMAP tags granted to the City of Batavia by NYSDEC will be issued to qualified participants by the City of Batavia City Manager. All applicants must complete a qualifying proficiency exam for archers and submit with the application.

Approved participants will be given a unique code that is to be written in permanent marker on the cock fletching (vane) of every participant's arrows or bolts, and will serve to provide an identifier between a deer and the participant as well as, in the unlikely event that this happens, to identify deer that are shot within the City by persons not permitted by this program.

Participants will agree to report any form of harassment to the NYS Department of Environmental Conservation (NYDEC).

## **VI. Safety Considerations**

1. There will be no hunting when school is closed, including days when school is not in session, holidays, weekends, and when schools are on Lock-down.
2. The top priority of all culling activities will be to protect the safety of participants, property owners, property, pets, other wildlife, and bystanders.

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3. A tree stand must be utilized in the City of Batavia Deer Management Plan, participants are required to wear properly functioning safety harness and utilize a lifeline at any moment they leave the ground to prevent falls from tree stands while climbing, descending, or in the stands.
4. All shots must be in a downward trajectory and within the participant's comfort level.
5. Maximum shot distance is 25 yards.
6. Participants will not be under the influence of drugs or alcohol. The City has a zero tolerance policy for individuals under the influence of alcohol or drugs.
7. Participants must follow motto of "when in doubt, don't shoot".
8. Possession of a loaded firearm or cocked crossbow in or on a motor vehicle, and shooting from a motor vehicle or across any part of a public roadway are prohibited unless exempted by Federal or State law.
9. Discharging a firearm within 500 feet, a crossbow within 250 feet, or a vertical bow within 150 feet of a school, playground, public structure, or occupied factory, church, or farm building is prohibited.
10. Discharging of a firearm in the City's deer management program is prohibited. For a crossbow, the participant must discharge a bow or crossbow within the allowable hunting unit, and be at least 250 feet (crossbow), 150 feet (vertical bow) from of any dwelling, unless the shooter owns or leases the dwelling or has the owner's or lessee's consent, and any adjoining properties do not have a dwelling within 250 feet (crossbow), or 150 feet (vertical bow) of the point of cross bow or vertical bow weapons discharge.
11. Only specified number of hunters in each unit as follows:

Unit 1:	3 Hunters
Unit 2:	3 Hunters
Unit 3:	3 Hunters
Unit 4:	10 Hunters
Unit 5:	2 Hunters

**VII. Establishment of Bait Stations and Stand Locations**

It is the right of each landowner to restrict the number of individuals on their property, the times and dates participants are allowed on properties, stand

locations, baiting locations and access routes. The agreement to use properties can be terminated by landowners at any time by contacting the City Clerk.

### **VIII. Tracking, Field Dressing, and Processing of Deer**

It is understood that despite all reasonable precautions and skill, deer may be wounded, may not expire immediately, may expire on neighboring properties or may not be found. Every effort possible will be made, possibly including the use of trained dogs, to recover all animals or assure that they sustained only a superficial wound that will quickly heal.

When possible, participants will have pre-authorization to retrieve deer from adjoining properties. In most instances landowners/neighbors will not notice activities or deer harvest because it happens quickly and quietly.

1. Participants may use flashlights to track deer after they are shot or when traveling to/from culling locations; therefore, property owners may notice slow moving lights (See VII Safety Considerations #8). In very rare circumstances tracking operations may continue the following morning with better light. In the event a deer is wounded and mobile, or has expired on a property that the participant does not have pre-approved access onto, approval will be sought for recovery of the deer.

### **IX. Public Notification and Citizen Input**

The development, implementation and review of this deer management program must be transparent and involve citizen input. The views of local citizens about deer management are valuable and the public is encouraged to participate at public information meetings and City Council meetings. City residents will be notified of the upcoming deer management program via press releases that will be published in local newspapers and postings on the City website.

### **X. Program Review and Measures of Program Success**

The City of Batavia Deer Management Committee will meet as needed during the program to review activities and to gather data as to the program's success. The City Council will determine if the program should continue or be terminated. The City Manager will provide an annual update to the City Council.

The initial term of this Deer Management Plan shall be 3 years, unless City Council shall determine otherwise and terminate earlier. After 3 years, City Council shall have an opportunity to review and extend the Plan for an additional period as it deems appropriate.

To determine if the goals of this plan are being met, the following measures will be documented on a regularly scheduled basis.

1. Roadside surveys of deer will be conducted each spring by Deer Management Committee members to:

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- a. establish a population baseline (year 1);
  - b. establish population trends (years 2 and out).
  - c. a sample survey form provided by DEC is attached as Appendix C.
2. Deer-vehicle collisions will be documented by the City of Batavia Bureau of Maintenance when staff arrive to clean up a deer after an accident.
    - a. Set a data baseline (year 1)
    - b. Establish trends (years 2 and out)
  3. Reports of property damage by City residents and by members of the Deer Management Committee will be documented and quantified annually.
  4. The number of deer harvested during each phase of the plan will be documented by the City of Batavia Manager.
  5. Deer tick occurrences documented by local veterinarians and cases of Lyme disease documented by medical doctors will be quantified to assess increases or decreases where data is voluntary and available.

## References

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Telford Sam R. III. "Deer Tick-Transmitted Zoonoses in the Eastern United States." Conservation Medicine: Ecological Health in Practice. Oxford University Press. 2002

Community Deer Management Guide prepared by the DEC in 2018:  
[http://www.dec.ny.gov/docs/wildlife\\_pdf/commdeermgmtguide.pdf](http://www.dec.ny.gov/docs/wildlife_pdf/commdeermgmtguide.pdf)

There is also a resource library on Cornell's Deer Advisor website with a lot of essential reading and references for communities who are starting deer management programs.  
<https://deeradvisor.dnr.cornell.edu/>

City of Batavia, New York  
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**Deer Management Committee**

Name	Title	Phone	Email
	City Manager	585-345-6330	
Robin Phenes Wildlife Biologist	NYS - DEC	585 226-5461	<a href="mailto:Robin.Phenes2@dec.ny.gov">Robin.Phenes2@dec.ny.gov</a>
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Russell Nephew	Citizen	585-343-1978	<a href="mailto:rnephew@rochester.rr.com">rnephew@rochester.rr.com</a>
John Canale	Council Member	716-560-0588	<a href="mailto:jcanale@batavianewyork.com">jcanale@batavianewyork.com</a>
Gus Galliford	Citizen	585-344-1211	Not available
Fred Gundell	Citizen	585-969-1732	<a href="mailto:frederickgundell@yahoo.com">frederickgundell@yahoo.com</a>
Kent Klotzbach	Citizen	585-755-8687	<a href="mailto:kentklotzbach@yahoo.com">kentklotzbach@yahoo.com</a>
Samuel DiSalvo	Citizen	585-297-7747	<a href="mailto:sdisalvo@rochester.rr.com">sdisalvo@rochester.rr.com</a>

**Appendix A**

**November 2016 Deer Survey:**

In total we received 211 responses. These results were a combination of online and paper responses.

- 89% of respondents live in the City and 11% do not.
- Ward 1 had the largest participation with 36% (76) and fewest from Ward 6 with 7% (15).
- 67% have lived in the City for 7 years or more.
- 82% own their residence, while 12% rent, and 6% don't live in the City.
- 59% have experienced landscape or garden damage from deer.
- With respect to categorizing the extent of damage:
  - 32% said they have “very significant damage” or “so significant that I have pretty much given up on landscaping and gardening”
  - 16% said they have “minor damage”
  - 13% said they have “somewhat significant damage”
  - 38% said “not applicable”
- The most popular method used to manage deer was fencing around yard/garden with 35%.
- If residents have found different methods effective:
  - 40% said not applicable
  - 31% said no
  - 29% said yes or somewhat
- 84% said they have not nor has anyone in their family hit a deer with a motor vehicle in the City.
  - Of those that answered yes:
    - 15% said they had no or minor damage or personal injury
    - 8% said they had major damage or personal injury
    - 77% said not applicable
- 53% said they were concerned about tick-borne diseases transmitted by deer. However, 97% said they do not have anyone or any pets in their household that have diagnosed with a tick-borne disease.
- 60% said there was a deer problem.

Below is a summary of the 125 statements made in response to question 14, “If you believe there is a problem, briefly describe how you would handle or manage the issue.”

1. The most common response was to allow hunting in the City (22 responses). This was almost always accompanied with only allowing bow hunting in the

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City. There were also references made to allow hunting in Williams Park. There were also 20 responses regarding hunting in general and/or bait and shoot initiatives but gave no specific references as to where they should be allowed (in the City or not).

2. The second most common response was to leave the deer alone, or address the issue in a humane manner, or not killing the deer (15 responses).
3. The following is a list of other common responses:
  - a. Birth Control (14 responses)
  - b. I don't know (14 responses)
  - c. Tranquilize/relocate (6 responses)
  - d. Fencing (3 responses)
  - e. Additional signage (2 responses)



## **Appendix B**

### **Alternate Non-Lethal and Lethal Deer Management Options**

#### **Fencing**

Fencing prohibits deer movement via physical barrier. To be effective, fencing must be a minimum of ten feet in height and not possess any openings. This option is not feasible due to the large geographic area of the City of Batavia on installation and maintenance costs. However, the installation of fencing can be effective in reducing deer problems on individual properties.

#### **Habitat Alteration**

The practice of habitat alteration as a method of white-tailed deer population control would involve altering the vegetative landscape within the City to reduce or eliminate species that deer use for forage and/or shelter. This option is not viable as the extensive habitat alteration and coordination of the City and property owners is not feasible. However, the changing the landscape plantings and other habitat characteristics can be effective in reducing deer problems on individual properties.

#### **Capture and Relocate**

The practice of capture and relocate as a method of white-tailed deer population control would involve reducing the deer herd within the City by capturing deer and moving them elsewhere. This option is not viable as the NYSDEC prohibits the trapping of deer except under special permit for scientific purposes.

#### **Fertility Control**

Immuno-contraception and surgical sterilization techniques have been employed by some townships in an effort to reduce white-tailed deer populations. When used solely this option is not viable as these techniques have not proven effective in controlling wild populations of deer (Bishop Et. al., 2007). In addition, a fertility control program would be cost-prohibitive for the City of Batavia.

#### **Parasite or Disease Introduction**

The risks and uncertainties associated with parasite or disease introduction make it an impractical option for deer population control (Bishop Et. al., 2007).

#### **Poison**

Currently there are no toxins, poisons or lethal baits registered for deer control (Bishop Et. al., 2007). Furthermore, there are no safe methods of delivering lethal doses within the City limits.

#### **Capture and Kill**

The Capture and kill management option falls under the same constraints as "capture and relocation" previously described. Furthermore, the level of effort and risk of injury to biologists eliminates this as a viable option.

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**Appendix C**

**Baseline Roadside Deer Survey Results**

<b>Location</b>	<b>Date</b>	<b>Time</b>	<b>Number of Adults</b>	<b>Number of Fawns</b>	<b>Total Deer</b>	<b>Name of Observer</b>
<b>Unit 1</b>	<b>March 2020</b>	<b>Sundown</b>			<b>10</b>	
<b>Unit 2</b>	<b>March 2020</b>	<b>Sundown</b>			<b>73</b>	
<b>Unit 3</b>	<b>March 2020</b>	<b>Sundown</b>			<b>20</b>	
<b>Unit 4</b>	<b>March 2020</b>	<b>Sundown</b>			<b>46</b>	
<b>Unit 5</b>	<b>March 2020</b>	<b>Sundown</b>			<b>18</b>	

**Appendix D**  
**Landowner Cooperation Agreement**  
**City of Batavia Deer Management Plan**  
**One Batavia City Centre I Batavia, NY 14020**

Please check one of the following and return the completed form to the Office of the City Clerk  
One Batavia City Centre, Batavia, NY 14020.

\_\_\_\_\_ In cooperation with the City of Batavia, I/we agree to allow hunting on my property for participants of the City of Batavia Deer Management Plan. My property is in Unit #\_\_\_\_\_.

\_\_\_\_\_ In cooperation with the City of Batavia, I/we agree to allow participants of the City of Batavia Deer Management plan to track and retrieve deer that have been shot (see conditions below).

\_\_\_\_\_ I/we do not agree to allow participants in the deer management program to track and retrieve deer on my/our property.

Print Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Landowner signature \_\_\_\_\_ Date \_\_\_\_\_

Landowner signature \_\_\_\_\_ Date \_\_\_\_\_

This agreement will remain in effect from the date it is signed until the completion of the deer management program. The agreement can be terminated at any time by the landowner(s) upon notification of the City of Batavia. A new agreement is required upon sale of this property.

If this is a tracking/retrieval permission, the agreement does not give participants in the Deer Management Program permission to harvest deer on your property.

---

If you agree to allow tracking and retrieval of deer, please check any conditions you require:

\_\_\_\_\_ Call before tracking or retrieving deer on my property.

\_\_\_\_\_ Text before tracking or retrieving deer on my property.

\_\_\_\_\_ E-mail before tracking or retrieving deer on my property.

\_\_\_\_\_ E-mail after deer was tracked or retrieved on my property.

\_\_\_\_\_ No need to contact me.

**Appendix E**



**Official Use Only:**

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

\_\_\_\_\_  
*Event Application #:*

**Deer Management Program Hunter Application**

**Contact Information:**

Primary contact:

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Phone #

\_\_\_\_\_

E-mail address

\_\_\_\_\_

**Check List for Applicants:**

Proof of residency water bill or other utility bill

\_\_\_\_\_ City of Batavia

\_\_\_\_\_ Genesee County

\_\_\_\_\_ Membership in a hunting club associated with the Genesee County Federation of Sportsmen

\_\_\_\_\_ Copy of New York State driver's license

\_\_\_\_\_ Copy of current New York State hunting license and any applicable New York State tags

\_\_\_\_\_ Copy of a current bow and/or cross bow hunting privilege.

\_\_\_\_\_ Participant Agreement Waiver and Release Form

\_\_\_\_\_ Proficiency Test for Deer Management Program

**Appendix F**

**Participant Agreement Waiver and Release Form  
City of Batavia Deer Management Program**

By my signature, I agree that I have read, understand, and will abide by all rules and regulations applicable to the City of Batavia Deer Management Program ("BDMP). I also understand that the City of Batavia and/or the NYS DEC reserves the right to revoke my permit to participate and take deer as a participant in the BDMP. Further, I agree to record my BDMP Participant ID Number, using permanent marker, on the cock vane/feather of every arrow/bolt I take into the field while participating in the BDMP. I agree that I will not share my BDMP Participant ID Number with any other individual and will not allow any other individual to use my arrow/bolt marked with my Participant ID Number. I agree to assist the BDMP by completing a Participant Reporting Form for each day that I participate in the BDMP and submit the form as required. I understand that failure to abide by these rules and regulations will result in the revocation of all BDMP participant privileges, as well as subject me to all appropriate civil and criminal charges that might be warranted by my misdeeds.

I hereby agree to defend, indemnify, and hold harmless the landowner, the NYS DEC, the City of Batavia, all officers, officials, employees, committees and the City of Batavia Deer Management Committee with respect to any and all actions, claims, costs, expenses, liabilities, or damage, including reasonable attorney's fees, whether for personal and/or bodily injury, arising out of or related to this agreement and any use of the licensed area or exercise thereof, except such as arises from the negligent acts or omissions to act of the landowner.

Applicant Name (Print): \_\_\_\_\_

Participant ID Number (City Clerk Provides): \_\_\_\_\_

Type of Archery Equipment to be used: \_\_\_\_\_ Compound Bow \_\_\_\_\_ Crossbow

Make and Model of Each Implement to the Used:

Compound Bow(s): \_\_\_\_\_

Crossbow(s): \_\_\_\_\_

I attest that all the information provided is true and correct. Further, that I have read, understand and will abide by all rules and regulations of the City of Batavia's Deer Management Program.

\_\_\_\_\_  
Participant Signature Date

BDMP Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix G**  
**City of Batavia**  
**Proficiency Test for Deer Management Program**

1. The proficiency test will be administered by the City of Batavia Deer Management Committee Range Officer and reviewed by the City of Batavia City Manager.
2. All targets will be shot from a tree stand or a facsimile.
3. Five (5) shots at the target 20 yards away.
4. All five (5) arrows/bolts must be in a tight group in the kill zone.
5. No practice shots are allowed prior to the test or use of range finding devices.
6. Test must be taken with the equipment to be used during the hunt season.
7. Applicants must possess a valid hunting license and antlerless tag for area.
8. Crossbow hunters must possess a crossbow certificate.
9. All hunters must have 5 years' experience with a bow.
10. City of Batavia's decision regarding proficiency is final.
11. Upon submission of the completed Deer Management Program application, the City Manager will review and approve the package prior to issuance of a Batavia Deer Management permit.

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

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

Hunting License #: \_\_\_\_\_

Gun Club: \_\_\_\_\_

Crossbow: \_\_\_\_\_ Compound/Longbow: \_\_\_\_\_

By signing above, I agree that I have read, understand, and will abide by all rules and regulations applicable to the City of Batavia Deer Management Program. I also understand that the City of Batavia and or the NYSDEC reserve the right to revoke any permit. I will record my hunter ID number, write this number in permanent marker on the vane of every arrow/bolt I take into the field, and not share this information with anyone.

Pass: \_\_\_\_\_ Failed: \_\_\_\_\_

Deer Committee Range Officer Comments:

**Range Officer Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

BDMP Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**City Manager, City of Batavia**

Document to be filed in the City of Batavia Clerk's Office with the City of Batavia Deer Management Program Hunter Application.

**Appendix H**  
**2020 City of Batavia Hunting Permit**

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

Address: \_\_\_\_\_

Unit: \_\_\_\_\_

**Carry this permit with you while hunting in the City of Batavia hunting units.**

**Valid October 1st 2020- end of deer season in December 2020**

The above named is hereby granted permission to hunt DEER during the appropriate season in the approved unit in the City of Batavia Deer Management Program. Hunters are required to hunt in the manner prescribed by the New York State Environmental Conservation Law and the City of Batavia Deer Management Program rules and regulations. This permit is not transferable. It confers no rights except as indicated above. It may be used only subject to all applicable provisions of the City of Batavia Deer Committee rules and regulations.

**Motorized vehicles are prohibited.**  
**Firearms of any kind are not permitted.**  
**Trapping is not permitted.**

Please note: You must send this form into the: City Manager's Office located at One Batavia City Centre, Batavia, New York 14020 at the end of the season with all harvest results.

Questions: City Manager: 585-345-6300 NYSDEC: 585-226-6706

**HUNTING RESULTS**

**Number of Doe:** \_\_\_\_\_ **Number of Bucks:** \_\_\_\_\_

**Total Hours Hunted:** \_\_\_\_\_ **Back Tag#:** \_\_\_\_\_

**Unit # Deer harvested in:** \_\_\_\_\_ **Bow or Crossbow:** \_\_\_\_\_

---

**CITY OF BATAVIA DEER PARKING PASS**

This portion of the permit must be displayed on the dashboard of your vehicle while hunting in the City of Batavia

Unit # \_\_\_\_ Unit # \_\_\_\_ Unit # \_\_\_\_ Unit # \_\_\_\_ Unit # \_\_\_\_ Unit# \_\_\_\_ Unit# \_\_\_\_

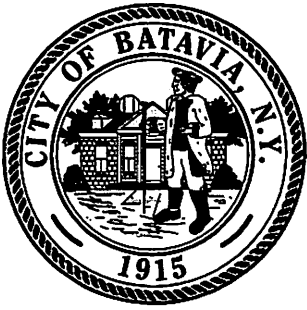
### **City of Batavia Deer Management Permit Conditions**

- This permit is valid only for the period of which it is issued shall not be transferred, and may be revoked at any time at the discretion of the City Manager, the Chief of Police or the Department of Environmental Conservation.
- Hunter's shall comply with all applicable sections of the Environmental Conservation Law and Historic Preservation Law and their implementing regulations and shall hunt in the manner prescribed the department of Environmental Conservation, except as modified by the dates, times and hunting styles specified in this permit. This permit confers only those rights indicated herein.
- Hunters must carry their permit while hunting in the City of Batavia program and its units and produce it on request to any law enforcement officer or City employee. Any unauthorized alteration will void your permit.
- This permit is valid only in the hunting units indicated on the map.
- No person shall hunt in an area this is posted or otherwise identified as a "Restricted Area".
- Cutting, placing nails or screws into or otherwise damaging trees or other vegetation is prohibited.
- Target and promiscuous shooting is prohibited.
- New York State Hunting and Regulations Guide can be found online at [www.dec.ny.gov/outdoor](http://www.dec.ny.gov/outdoor).
- City of Batavia units are within WMU 8G.
- Motorized vehicles are prohibited.
- Bow/Crossbow hunting is allowed only in all City of Batavia units.
- Permanent tree stands are not allowed. Portable tree stands are mandatory in the City of Batavia Deer Management Plan. NOTE, the stands must not damage the trees and must be removed at the end of the City of Batavia program.
- There will be NO deer hunting when school is out of session or closed.



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- Deer hunting will only take place from sunrise until 2:00 p.m.
- Deer that are harvested are only to be field dressed in the official field dressing are. Deer are not allowed to be field dressed in field.
- Harvested Deer go to:
  - 1.) Hunter
  - 2.) Landowner
  - 3.) Food Kitchen



## *Memorandum*

To: Honorable City Council Members

From: Rachael J. Tabelski, Acting City Manager

Date: July 6, 2020

Subject: School Resource Officer (SRO) Agreement

Currently the City of Batavia provides one School Resource Officer (SRO) to the City of Batavia School District and was scheduled (per a July 2019 agreement) to maintain this officer and add up to two more officers over a three-year period.

During the planning of the City's 2020-21 budget the City did not budget to add a second officer to the SRO program and began working with the City of Batavia School District to draft a new agreement. After working closely with the school Superintendent, and the City Attorney, the attached agreement was drafted and is presented today for your consideration.

This agreement provides the following:

- The City will provide one officer to the City of Batavia School District that is a full-time City of Batavia law enforcement officer with excellent communications skills, ability to relate to children, and processing good coordination and planning skills.
- The City of Batavia School District will reimbursement the City of Batavia 100% of the officer's salary and employee benefits.
- The City will assign a full-time SRO to the school according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year.
- The City will be responsible for providing a vehicle for the SRO as well as the SRO's uniform, equipment, and training.
- The City will bill the district on a quarterly basis for reimbursement.
- The term of the agreement will run through June 30, 2022 and may be terminated upon 30 days' written notice.



# City of Batavia

This agreement is concurrently being reviewed by the BCS District Board of Education and we anticipate it will be approved on their July 20<sup>th</sup> meeting. The agreement will be in final form for the August 10<sup>th</sup> City Council Meeting.

**#-2020**

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

**Motion of Councilmember**

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

**WHEREAS**, the City and the District are desirous of working together to prevent crime, enforce laws, provide a positive police presence, enforce campus security and make security suggestions; and

**WHEREAS**, the City and District are desirous of working together to encourage, develop and foster communications and dialogue between students, the school community and law enforcement.

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

**Seconded by Councilmember  
and on roll call**

**DRAFT**

## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this “**Agreement**”) is made as of August 10, 2020 by and between the **City of Batavia, New York, Police Department**, whose principal address is 10 Main Street, Batavia, New York 14020 (hereafter referred to as the “**City**”); and **Batavia City School District**, whose principal address is 260 State Street, Batavia, New York 14020 (hereinafter referred to as the “**School District**”).

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

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

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

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

**1. General Terms and Conditions.**

- a. The City and School District enter into this Agreement for the purpose of placing a City Law Enforcement Officer on site at the School District to serve as a SRO. The City will assign the SRO to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein and in accordance with the Collective Bargaining Agreement (CBA) between the City and City of Batavia Police Benevolent Association (PBA).
- b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.
- c. The SRO shall be subject to all other personnel policies and practices of the City.

- 2. Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with one (1) full-time SRO designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

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

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

3. **Term.** The term of this Agreement commences April 1, 2020 and expires on June 30, 2022 (the "Term").

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

4. **Payment.**

- a. **SRO Compensation.** The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.
- b. **City Compensation.** The School District shall pay to the City 100% of the SRO's salary during the Term of this Agreement, to include retirement, holiday pay, longevity, Medicare payments, FICA, workers comp, medical insurance, life insurance, overtime compensation and any other miscellaneous benefits as per the current CBA. All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the City.

5. **School District Duties.** In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

- a. Review that the SRO has received all training required under the terms of this Agreement;
- b. Train the School District staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested;
- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status.
- d. To the extent permitted by law and/or School District policy, provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured. Access to other general office equipment such as fax machines, copy machines, etc. The District agrees to provide the SRO with

a laptop computer, dedicated printer, necessary office supplies, access to the network and to work with the City's IT consultants and/or installers to ensure that the SRO has appropriate access to appropriate criminal justice databases as well as internet access.

- e. The School District acknowledges that the SRO may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

## 6. City Duties

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

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

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

- i. Report directly to the City Police Chief or his/her designee.
- ii. Patrol and observe all areas of the school buildings and grounds.
- iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, using force only when necessary.
- iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations. Make appropriate referrals as necessary.
- v. Report all violations of law, school rules, regulations or policies to school administration.
- vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
- vii. Act as liaison with police and other emergency personnel.

- viii. Build relationships by being a liaison between the police department and the School District.
- ix. Advise school administration of any circumstances or situation, coming to the SRO's attention, that may create any potential harm to persons, or damage to, or loss of property.
- x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
- xi. Become familiar with all hidden recesses in the building and check them as time permits.
- xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
- xiii. Question any individual not having appropriate identification to ascertain his/her business on school property and take appropriate action.
- xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
- xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to impaired driving, weapons, sale, and use of illegal drugs, etc.
- xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
- xvii. Educate potential school-age victims in crime prevention and safety.
- xviii. Develop or expand crime prevention efforts for students.

c. **Event Duties.** Upon request of the School District, the City will provide the SRO for School District events including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.

d. **All Duties.** SRO shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall not detain or question students for the sole purpose of ascertaining their immigration status. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.



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

- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
  - b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
    - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.
    - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
  - c. Facilitate crime prevention, Law Enforcement, and security consultation;
  - d. Build lines of communication and promote positive attitudes between students and the City's Police Department;
  - e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;
  - f. Provide a positive role model to the students; and
  - g. Provide education in Law Enforcement, as requested and appropriate.
8. **Qualifications of SRO.** All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SRO shall meet the following qualifications:
- a. Be a full time, City of Batavia law enforcement officer certified by the State of New York with law enforcement experience;
  - b. Have excellent communication skills;
  - c. Be able to relate well to children of all ages; and
  - d. Possess good coordinating and planning skills.

9. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. In the event the School District has made all payments due under Paragraph 4(b), the City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either party's nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Batavia City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

10. **Absences and Replacements.**

- a. **Absences.** In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor and School designee. In the event of long-term absences, the Chief of Police or designee with meet the District Superintendent or designee and assign a fill-in officer on a case-by-case basis when City staffing levels allow for such assignment.
- b. **Replacements and Removals.** In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent of Schools and the City shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.
  - i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate the SRO's

assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.

- ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long- term absences by the SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

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

12. **Indemnification.**

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

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

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

- a. Investigations involving possible infractions of the District’s Code of Conduct and the imposition of discipline thereunder are the responsibility of the District’s administration. While the SRO may act as a resource to a school administrator during an investigation, the SRO may not directly question students or assign discipline.

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

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

**CITY OF BATAVIA**

**BATAVIA CITY SCHOOL DISTRICT**

\_\_\_\_\_  
Eugene Jankowski Jr., City Council President

\_\_\_\_\_  
Anibal Soler, Jr., Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

SEAL

SEAL

\_\_\_\_\_  
Rachael J. Tabelski, Acting City Manager

Date \_\_\_\_\_

SEAL

\_\_\_\_\_  
Shawn Heubusch, Police Chief

Date \_\_\_\_\_

SEAL

**ADDENDUM A**

**Parents' Bill of Rights for Data Privacy and Security**

DRAFT

## ADDENDUM B

### Parents' Bill of Rights – Supplemental Information Addendum

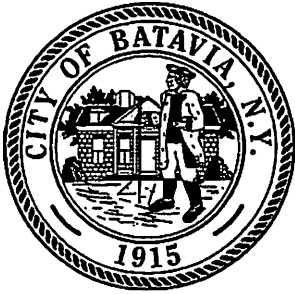
1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by the City of Batavia (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Batavia City School District (the “School District”) dated April 1, 2020 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [insert data format] format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored [insert location]. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

ADDENDUM C

**City's Data Security and Privacy Plan**

DRAFT





# City of Batavia

## *Memorandum*

To: Rachael Tabelski, Assistant City Manager/ Acting City Manager

From: Matt Worth, Director of Public Works 

Date: June 29, 2020

Subject: Sidewalk Program 2020

The City has approached capital with a “Complete Streets” approach when possible. This creates projects where not only is a 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 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 programs include improvements to Franklin St as part of a sewer improvement project, Roosevelt Ave pavement, and North Spruce St paving improvements. This year’s sidewalk work will focus on these same streets (1600lf on Franklin, 900lf on N. Spruce St, and 650lf on Roosevelt Ave) along with some minor repair work to individual sidewalks that had some failures on other streets.

It is expected that the project will be out for public bid by mid-July and ready with a recommendation for award at the August Council Business Meeting. This should allow for completion of the work by the end of September 2020. This work will be funded through the City’s Consolidated Highway Improvement Program (CHIPs) funds from New York State

Supporting Documentation  
Draft Resolution

**#-2020**  
**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH**  
**XXXXX**  
**FOR CITY SIDEWALK CONSTRUCTION PROJECT - 2020**

**Motion of Councilmember**

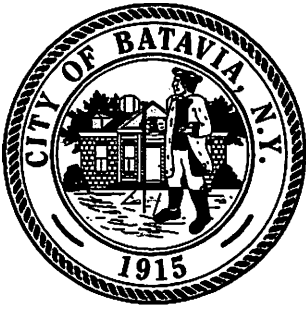
**WHEREAS**, a project for the replacement of approximately 3,150 linear feet of City sidewalks and handicap accessible ramps on portions of Franklin Street, North Spruce Street, and Roosevelt Avenue; and

**WHEREAS**, a competitive bid was made by XXXX, for the replacement of City sidewalks and handicap accessible ramps as specified in the contract document titled City of Batavia Sidewalk Replacement Project - 2020; and

**WHEREAS**, XXXXX is the lowest responsible bidder (\$XXX,XXX);

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the City Council President is hereby authorized on behalf of the City to execute an agreement with XXXX for sidewalk replacements.

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



## *Memorandum*

To: Honorable City Council

From: Rachael J. Tabelski, Acting City Manager

Date: July 7, 2020

Subject: 2020 Temporary Outdoor Dining Applications

Please find the following outdoor dining applications and draft license agreements submitted as part of the City of Batavia COVID-19 2020 Temporary Outdoor Dining on City Property Program.

- **109 East Main St. Eli Fish-** the application has been reviewed and is recommended for approval, there are not any further comments or concerns regarding the proposal.
- **206 East Main St. Main Street Pizza-** the application has been reviewed and is not recommended for approval for the following reasons.
  - o A tent cannot be erected per the New York State Building Code. A tent cannot be within 20 Ft. of lot lines, a parking space, buildings, Etc.
  - o The City does not own the entire parking lot; a significant portion of the east side parking spots are owned by the adjacent parcel owner.
  - o The application as proposed, removes several prime parking spaces (including handicap spaces) that are heavily used for access to Main St businesses.
  - o The one-way street would require a traffic order, and for a temporary dining basis, the City would not be able to accommodate this in time for operations, it would require a local law change.
  - o With outdoor dining being that close to Main Street there is a traffic safety issue with cars traveling into the lot and cars backing out of parking spots.

I have personally worked with the applicant with regard to citing an outdoor dining area at 206 East Main St. prior to submission of the application, and after submission, to communicate the concerns outlined above, and to recommend other options. The applicant was not interested in modifying the application.

#-2020

**A RESOLUTION TO AUTHORIZE THE CITY COUNCIL PRESIDENT TO EXECUTE  
A LICENSE AGREEMENT WITH BATAVIA BREWING COMPANY, LLC./DBA ELI  
FISH BREWING**

**Motion of Councilmember**

**WHEREAS**, The City of Batavia has created 2020 Temporary Outdoor Dining on City Property Application in light of the COVID-19 Pandemic; and

**WHEREAS**, The Batavia Brewing Company. LLC./ DBA Eli Fish Brewing, located at 109 Main Street, has applied to utilize space within Jackson Square to accommodate 12 tables and up to 52 guests; and

**WHEREAS**, The City of Batavia will submit an application to the New York State Liquor Authority (SLA) in conjunction with The Batavia Brewing Company. LLC./ DBA Eli Fish Brewing to allow the owner to legally serve alcohol on City property.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the City Council President is authorized to execute the license agreement with Batavia Brewing Company. LLC./ DBA Eli Fish Brewing, and

**BE IT FURTHER RESOLVED**, That the City Council of the City of Batavia authorizes the Manager of the City of Batavia to file a COVID-19 State of Emergency Municipal Application to Temporary Extend Licensed Premises to a Municipal Street, Sidewalk, or other Outdoor Area.

**Seconded by Councilmember  
and on roll call**



City of Batavia  
Batavia, New York 14020  
(585) 545-6990

DATE: 06/29/2020 TIME: 14:13:49  
GENERAL RECEIPTS  
RECEIPT TYPE: 2590  
RECEIPT # 431531  
AMOUNT PAID --- 250.00

Official Use Only:

OD-2  
Application #:

**2020 Temporary Outdoor Dining on City Property Application**  
**Application Fee- \$250**

(A license agreement must be executed upon City Council approval prior to use of City property)

Restaurant Name and DBA: Batavia Brewing Company, LLC dba Eli Fish Brewing

**Contact Information:**

Primary contact:

Secondary contact:

Name Matthew Gray

Stephaine Vasciannie

Phone # 919-889-3371

585 343-0008

E-mail address zarley21@gmail.com

stephaine@elifishbrewing.com

Mailing Address 109 Main Street, Batavia, NY 14020

Location of Restaurant: 109 Main Street, Batavia, NY 14020

*Please refer to the attached map of eligible locations for outdoor dining on City property. To potentially serve alcohol on City property during COVID-19 PAUSE Re-Opening Phase II outdoor dining areas the State Liquor Authority guidance requires restaurants to boarder to accommodate outdoor diners.*

Do you currently hold a license to serve alcohol on premise in your restaurant?  yes  no

Will you plan to serve alcohol as part of your outdoor dining plan?  yes  no

What are the current hours of operation of your restaurant? 11AM - 10PM Monday - Saturday

What are the proposed hours that you would serve food outside? 11AM - 10PM Monday - Saturday

If you are serving after dark how will you provide illumination for the area? Exterior Building Mounted Lights

Proposed location of Outdoor Dining: Jackson Square

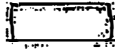
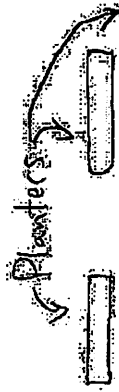
Proposed number of outdoor tables and seating capacity: 12 tables, 50 guests

**Outdoor Dining Proposal- written description and nature of outdoor location:**

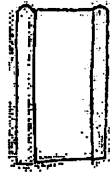
Eli Fish would like to extend outdoor dining with beverage service across our property line into Jackson Square. We would like to set up 12 four top tables, each at least 6 feet apart in the area of Jackson Square that is closest to our southern entrance. We will be using the existing building mounted lights and hanging patio lights for illumination. We plan on using a variety of mobile planters to define the space and create a more inviting dining area.

Eli Fish Outdoor Dining

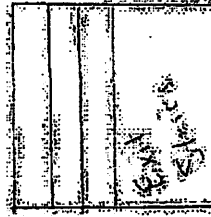
Stool



10 low top tables



2 Picnic Tables



Eli Fish

Handwritten notes: "Handwritten notes" and "Handwritten notes" (written upside down).

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

Will Tents/Canopies or other membrane structures be erected ?

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\* \_\_\_\_\_

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**ANCHORING INTO PAVEMENT IS PROHIBITED!**

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

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**PLEASE NOTE:**

1. Be as specific as possible in the description so we have the best understanding of your plans for outdoor dining. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
  2. All New York State Department of Health COVID-19 guidelines, requirements, and general restaurant requirements apply to the outdoor dining area.
  3. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** by any Vehicle or Concession at any time.
  4. An Emergency Vehicle Safety Lane Must be Maintained at All times at All Locations
  5. City Sign Ordinances Shall Be Complied with at All Times and in All Regards
  6. No paint or other markings may be placed on the parking lot surface.
  7. Any overtime and/or material costs in excess of \$100, as determined by City Departments, must be paid by the restaurant.
  8. The application fee is due at time of submission of the application and is non-refundable.
  9. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for length of the license term must be submitted to the City Clerk prior to the use of property.
  10. If approved, a certificate of SLB liquor liability of at least \$1,000,000 naming the City of Batavia as an additional insured for length of the license term must be submitted to the City Clerk prior to the use of property.
  11. If approved a license agreement will be executed for the use of the space.
  12. The restaurant will file a License Certification for Temporary Expansion with SLA.  
<https://sla.ny.gov/system/files/documents/2020/06/licensee-certification-for-temporary-extension.pdf>
  13. The City of Batavia will file a Municipality Application to Temporarily Extend Premises Application with the SLA.  
<https://sla.ny.gov/system/files/documents/2020/06/municipality-application-to-temporarily-extend-premises.pdf>
  14. The City of Batavia will provide oversight as to premise use and adherence to municipal code.
-



**Hold Harmless Agreement**

Batavia Brewing Company, LLC, the applicant, 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 outdoor dining application and sanctioned by the license agreement issued by the City of Batavia or by any act or omission of the Batavia Brewing Company, LLC (applicant), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of an outdoor dining license.

6/24/20

*Date:*

Batav Brewing Company, LLC dba Eli Fish Brewing

*Name of Applicant*



Managing Member

*Authorized Signature, Title*

Matthew R Gray

*Name - Printed or Typed*

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

6/24/20

*Date:*



*Signature of Applicant*

**Please forward this application to:**

**City Clerk's Office  
Attention: Outdoor Dining Application  
One Batavia City Centre  
Batavia, New York 14020**



Appendices

OUTDOOR DINING INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct

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.
Inspection performed by:		Date:	

## LICENSE AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Batavia, 1 City Centre, Batavia, New York 14020 (the "Grantor") and Batavia Brewing Company dba Eli Fish Brewing, residing at 109 Main St. Batavia, NY 14020 (the "Grantee").

WHEREAS, Grantor is the owner of premises commonly known as Eli Fish Brewing 109 Main St. Batavia, NY 14020 ("the Premises"); and

WHEREAS, Grantee is the owner of adjoining premises commonly known as Jackson Square; and

WHEREAS, due to the nationwide pandemic arising from Covid-19 and pursuant to Executive Orders issued by New York State, Grantee's restaurant operation has been closed until the restrictions are lifted; and

WHEREAS, pursuant to Phase II reopening guidance in the Finger Lakes Region, New York State has authorized outdoor dining to re-open at this time subject to various guidelines and restrictions; and

WHEREAS, based on discussions with the City of Batavia, Genesee County Economic Development Center, Batavia Development Corporation and Batavia Improvement District, the potential for expanded outdoor dining subject to NYS restrictions is viewed as a path to allow local restaurants, including Grantee's to open at this time; and

WHEREAS, a tax map of the Premises of Grantor prepared, a copy of which is attached hereto and made a part hereof shows the boundary line of the above two parcels and the approximate location of the outdoor dining area to be used by Grantee on the premises of Grantor (the "Licensed Premises").

NOW, THEREFORE, in consideration of One Dollar in hand received by Grantor from Grantee, and the mutual covenants contained herein, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee a revocable license to use the Licensed Premises for the purposes of limited outdoor dining during the Covid-19 shutdown.
2. Grantee waives any claim against the Premises of Grantor other than as granted by this agreement.
3. Grantee shall abide by all applicable State and local regulations regarding restaurant operations, including NYS Department of Health and NYS PAUSE guidelines for outdoor dining.

4. Grantee hereby agrees to defend, indemnify and hold harmless Grantor, its employees, officers, agents from and against any claim, loss, cost, expense, damages, liability, including reasonable attorney's fees, arising from or alleged to have arisen in connection with Grantee's use of Grantor's Premises.

5. Grantee shall provide Grantor a liability insurance certificate, naming the City of Batavia as additional insured, in an amount of at least \$1,000,000, which shall remain in effect during the duration of this License.

6. If Grantee intends to sell liquor in the outdoor dining area subject to this License, Grantee shall cooperate with the Grantor in preparing and submitting State Liquor Authority (SLA) forms, including but not limited to the SLA Covid-19 State of Emergency Municipality Application to Temporarily Extend Licensed Premises to a Municipal Street, Sidewalk, or Other Outdoor Area and Licensee Certification for Temporary Extension of Licensed Premises onto Municipal Property. Grantee shall prepare all drawings and diagrams that are required for the SLA application related to the Licensed Premises. Grantee shall pay for all necessary filing fees, costs and expenses associated with the SLA filings for extension of the Grantee's SLA Liquor Permit to the outdoor dining area. Further, Grantee shall assist with and implement the Supervision and Control Plan required by SLA, including monitoring the outdoor dining space pursuant to SLA requirements when in use. Grantee shall defend, indemnify and hold harmless Grantor, its employees, officers and agents from and against any claim, loss, cost, expense, damages, liability, including reasonable attorney's fees, arising from or alleged to have arisen from Grantee's SLA License and sale or use alcohol of the Licensed Premises.

7. Grantee shall provide Grantor a Liquor Liability Insurance Policy, naming the City of Batavia as additional insured, in an amount of at least \$1,000,000 which shall remain in effect during the duration of this License.

8. Grantor shall have the right in its sole and complete discretion to revoke this license on written notice to Grantee.

9. This agreement shall not be assigned, transferred or re-conveyed to any successor or assign of Grantee.

10. This agreement shall apply only to the Grantee herein and shall not extend to any of Grantee's representatives, vendors, employees or other contacts affiliated with Grantee.



STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF ERIE        )

On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed in 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

DRAFT



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

DATE: 06/29/2020 TIME: 12:34:43  
GENERAL RECEIPTS  
RECEIPT TYPE: 2590  
RECEIPT # 431527  
AMOUNT PAID ---- 250.00

Official Use Only:

00-1  
Application #:

2020 Temporary Outdoor Dining on City Property Application  
Application Fee- \$250

(A license agreement must be executed upon City Council approval prior to use of City property)

Restaurant Name and DBA: MAIN ST PIZZA COMPANY

Contact Information:

Primary contact:

Secondary contact:

Name VIC MARCHAL

Paul Marchal

Phone # 716-498-4820

585-343-2213

E-mail address VICMARCHAL007@HOTMAIL.COM

Mailing Address 206 E MAIN ST BATAVIA

Location of Restaurant: 206 E MAIN ST BATAVIA

Please refer to the attached map of eligible locations for outdoor dining on City property. To potentially serve alcohol on City property during COVID-19 PAUSE Re-Opening Phase II outdoor dining areas the State Liquor Authority guidance requires restaurants to boarder to accommodate outdoor diners.

Do you currently hold a license to serve alcohol on premise in your restaurant?  yes  no

Will you plan to serve alcohol as part of your outdoor dining plan?  yes  no

What are the current hours of operation of your restaurant? SUN - THUR 11-9 FRI + SAT 11-10

What are the proposed hours that you would serve food outside? SAME

If you are serving after dark how will you provide illumination for the area? LIGHTS PROVIDED BY STERLING TENT

Proposed location of Outdoor Dining: EAST SIDE OF BUILDING 7-8 PARKING SPACES

Proposed number of outdoor tables and seating capacity: 8-10 TABLES 50-60 SEATS

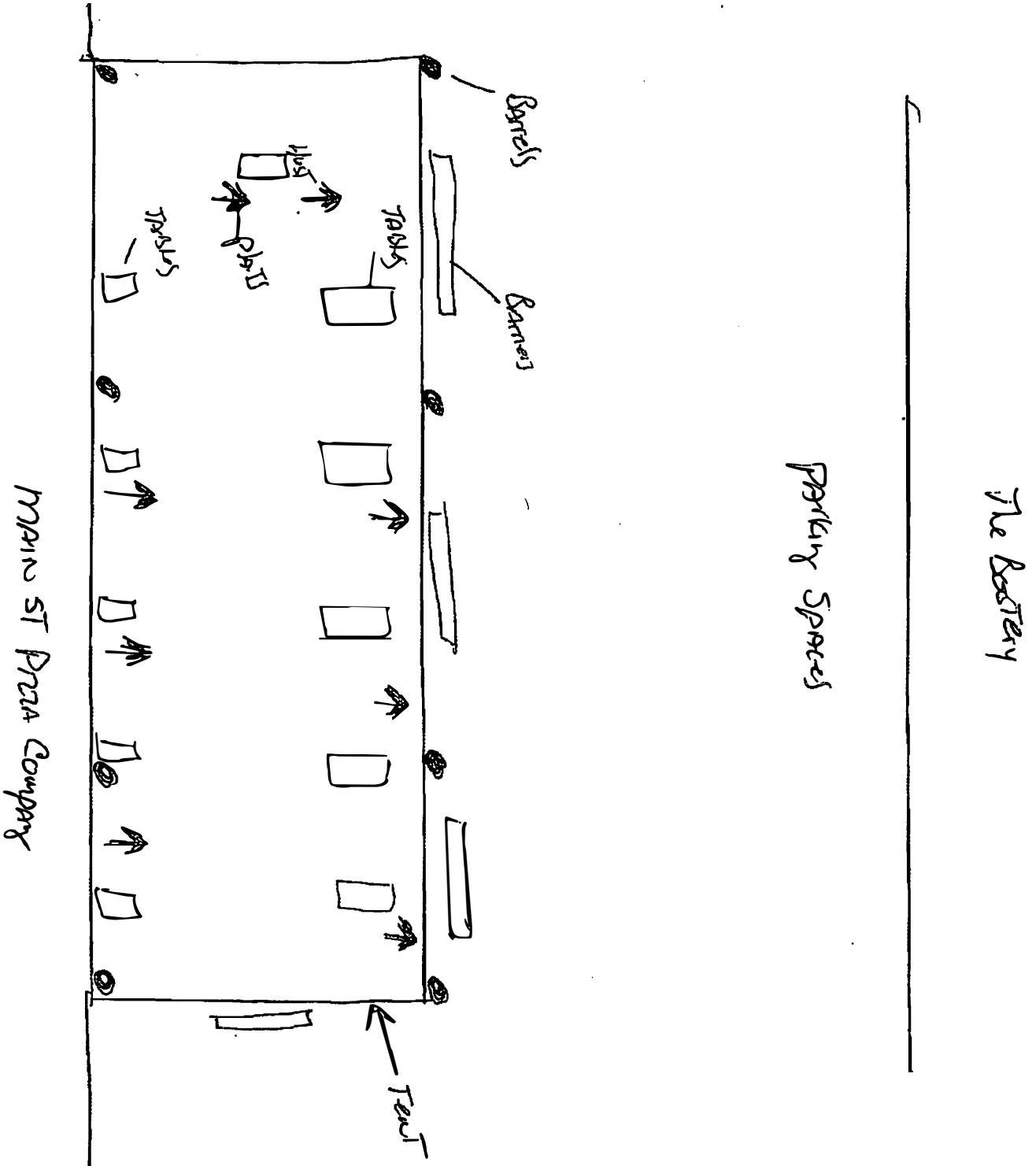
Outdoor Dining Proposal- written description and nature of outdoor location:

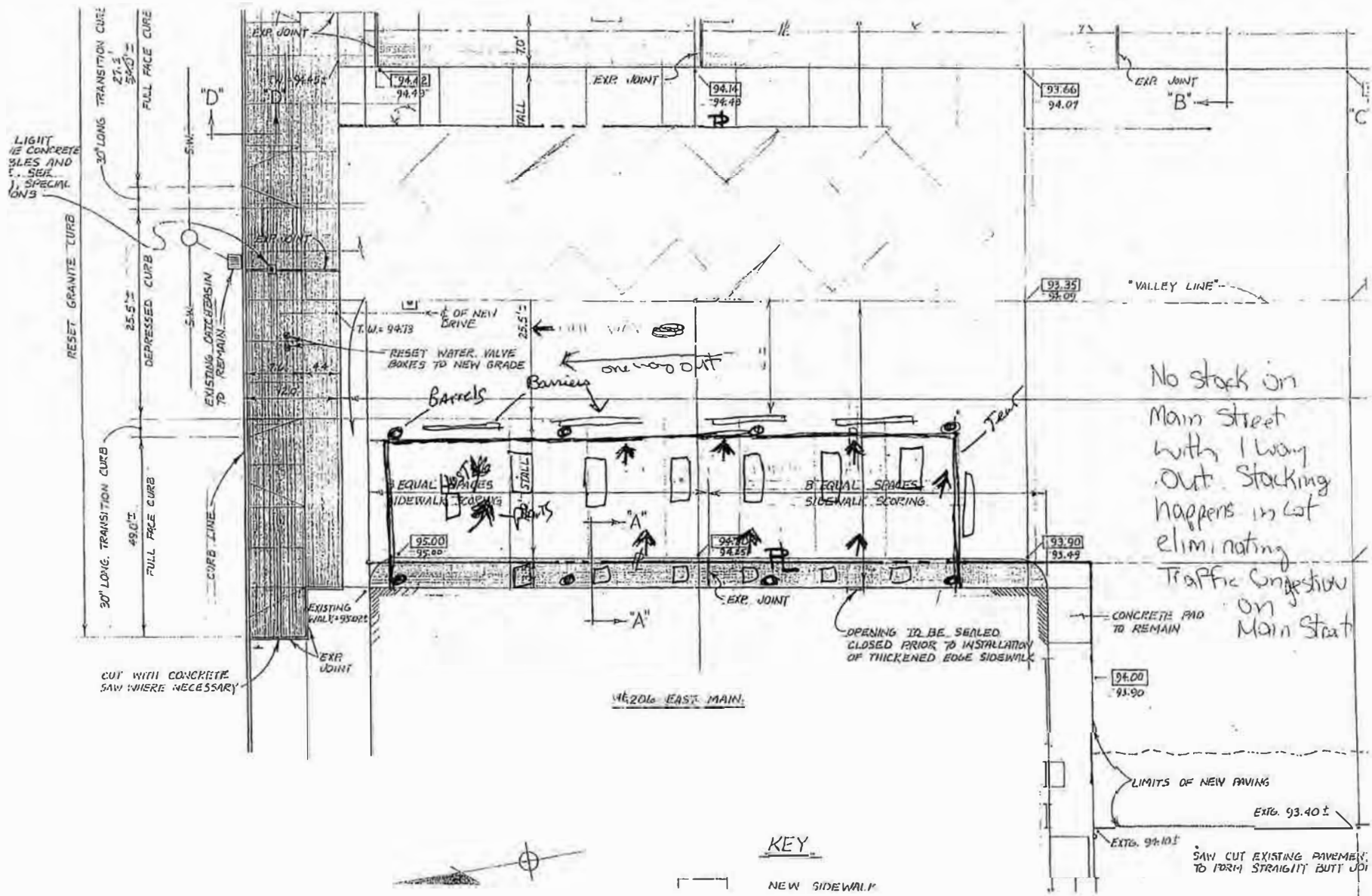
STERLING TENT TO PROVIDE A 15'x15' TENT WITH LIGHTING. TENT TO BE HELD DOWN BY WEIGHTED BARRIERS. WILL HAVE SOME KIND OF PROTECTIVE FENCING A BARRIERS AROUND TENT. WILL HAVE DECORATIVE PLANTS THROUGHOUT THE TENT. NUMBER OF TABLES + SEATS WILL DEPEND ON HOW WE CAN PROPERTY SOCIAL DISTANCE.



Diagram/ Drawing/Sketch of proposed area (include use of fencing and posts, etc.):

MAIN ST.





No stack on Main Street with 1 way out. Stacking happens in lot eliminating Traffic Congestion on Main Street

KEY

NEW SIDEWALK

CUT WITH CONCRETE SAW WHERE NECESSARY

OPENING TO BE SEALED CLOSED PRIOR TO INSTALLATION OF THICKENED EDGE SIDEWALK

SAW CUT EXISTING PAVEMENT TO FORM STRAIGHT BUTT JOINT

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

Will Tents/Canopies or other membrane structures be erected ?

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\*

*at Side walk*

*15' x 75' Starting*

---

**ANCHORING INTO PAVEMENT IS PROHIBITED!**

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

---

**Hold Harmless Agreement**

Vic Marchese, the applicant, 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 outdoor dining application and sanctioned by the license agreement issued by the City of Batavia or by any act or omission of the Main St Pizza Shop (applicant), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of an outdoor dining license.

6-28-2020  
Date:

Vic Marchese  
Name of Applicant

[Signature] owner  
Authorized Signature, Title

Vic Marchese  
Name - Printed or Typed

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

6-28-2020  
Date:

[Signature]  
Signature of Applicant

**Please forward this application to:**

**City Clerk's Office  
Attention: Outdoor Dining Application  
One Batavia City Centre  
Batavia, New York 14020**

**Outdoor Dining Application  
Department approval summary**

**FOR OFFICIAL CITY USE ONLY**

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

**Outdoor Dining  
Application #:**

2

**Department:**

City Managers office  
List Department Name Here

**Department Approval**

	<b>YES</b>	<b>NO</b>	
DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>see attached memo</i>
Fire	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Police	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**Department Cost Estimate:**  
If applicable

\$0

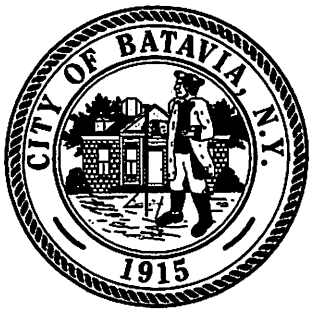
**Estimate based on:** Fillable table - type your response here

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

**Submitted By:**

\_\_\_\_\_ Name / Title

\_\_\_\_\_ Date Submitted



# City of Batavia

## *Memorandum*

To: Honorable City Council Members  
From: Rachael J. Tabelski, Assistant City Manager/Acting City Manager  
Date: July 3, 2020  
Subject: Re-Commitment Of Reserve Funds- Police Station Feasibility Study At Alva Place Location

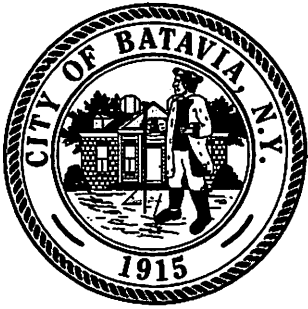
As you are aware the current building housing the Batavia Police Department, the Brisbane Mansion, was built in 1855 as a personal residence. The facility was used as a municipal building housing City Hall from 1916 until 2004 when the new City Hall was constructed on the City Centre Campus. The current Batavia Police Station has been the point of discussion for the last 25 years. The building is located in the Historic Courthouse Overlay District and is designated as a historic building.

The current building does not meet the modern needs of a police department, and in the current state the building is inadequate as the headquarters of the Batavia Police Department. Numerous studies and iterations have sought to find a way to join facilities, renovate the current facility, or construct a new facility. In 2013-15 a Police Station Task Force was formed to evaluate sites, and or renovate the current facility. The Committee identified Swan Street as potential location however negotiations with the land owner were never finalized. Another site identified in the recommendation was Alva Place, a City owned parcel in the heart of downtown.

The Alva Place site has many advantages and was rated as the second choice site in the selection matrix based on the evaluation criteria by the Task Force. To move forward and further evaluate the Alva Place site a Feasibility Study needs to be conducted.

The Feasibility Study at the Alva Place site will provide the City with recommended size (square footage), design and layout, ability to expand, listing of regulatory requirements, and most importantly a breakdown of probable design/construction cost for site work and overall construction.

Last year the City of Batavia City Council authorized the City Manager to move forward with a site specific feasibility study for the potential construction of a new police station. The council authorized the spending of up to \$50,000 from the Facility Reserve Fund to conduct the study. The resolution to expend the funds expired at the end of the 2019-20 fiscal year and needs to be re-approved in the 2020-21 fiscal year so the City can undertake the study.



# City of Batavia

Attached is an updated resolution for Council's review and consideration to move forward with the Feasibility Study at Alva Place.

## Tentative Project Goals and Timeline Milestones

- 2020-2021 conduct feasibility study for Alva Place site and review
- 2020-2021 conduct financial analysis and bonding capacity concurrently with feasibility study
- 2021-2022 Design and Engineering
- 2022-2024 Construction

## Historical Time Line

- 1991 a report was issued on the current conditions of the building that housed City Hall.
- 1994 there was a Genesee County Facilities Study proposal for the City/County Courthouse and Office.
- 1997 there was a Feasibility Study conducted regarding renovations at the building that housed City Hall.
- Between 1998 – 2005 talks regarding a joint Police/Sheriff's Public Safety Building took place.
  - 2002- study for a joint Police/Sheriff Public Safety Building
  - 2002- St. Jerome (Bank St.)
  - 2004- evaluation of "old" city hall structure for City Police
- September 2014 Police Station Facility Feasibility Study/Task Force
- August 2015 Police Station Task Force Final Recommendations
- October 2015 City Manager issues memo to Council on Police Facility Financing Options
- 2015-16 Negotiations for a Swan Street location failed to materialize
- 2018 Police Station Study Update
- 2020 Council authorized a resolution to commit \$50,000 in reserves to conduct a feasibility study, but the resolution expired on March 31, 2020 prior to selecting a firm and spending the funds.

#-2020

**A RESOLUTION TO AMEND THE 2020/2021 BUDGET REVENUE AND EXPENSE ACCOUNTS**

**Motion of Councilmember**

**WHEREAS**, pursuant to General Municipal Law 6-F, the City of Batavia has an established Facility Reserve Fund which has a current balance of approximately \$242,820; and

**WHEREAS**, the City of Batavia is preparing to hire a professional services firm to perform a feasibility study and pre-design work for a new police station on City property located at the Northwest corner of Bank Street and Alva Place; and

**WHEREAS**, the projected cost for the feasibility and pre-design work is projected to not exceed \$50,000; and

**WHEREAS**, reserves funding is required to fund the project.

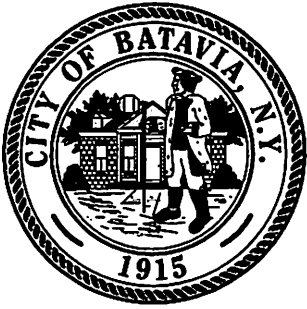
**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Batavia authorize the City Manager to transfer \$50,000 from the Facility Reserve to accounts shown below; and

**BE IT FURTHER RESOLVED**, by the City Council of the City of Batavia to authorize the City Manager to amend the 2020/2021 budget by increasing the accounts as follows:

Revenue 001.0001.0511.2106 Appropriated Facility Reserves	\$ 50,000.00
Expense 001.1620.0437 Professional Fees transfers-out	\$ 50,000.00

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





## ***Memorandum***

To: Honorable City Council Members  
From: Rachael J. Tabelski, Assistant City Manager/Acting City Manager  
Date: July 7, 2020  
Subject: Project Proposal with Architecture Unlimited, LLC

In association with the City of Batavia's desire to move forward with a Feasibility Study at Alva Place for the location of new police station the attached project proposal has been received and is recommended to City Council.

The project proposal will encompass a feasibility study at the Alva Place site as well as provide the City with recommended size (square footage), design and layout, ability to expand, listing of regulatory requirements, and most importantly a breakdown of probable design/construction cost for site work and overall construction of a new police facility.

### **Tentative Project Goals and Timeline Milestones**

- 2020-2021 conduct feasibility study for Alva Place site and review
- 2020-2021 conduct financial analysis and bonding capacity concurrently with feasibility study
- 2021-2022 Design and Engineering
- 2022-2024 Construction

Architecture Unlimited, LLC., a professional service firm, is recommended to complete the study due to their existing relationship with the City of Batavia and their knowledge in police facility architecture. Recently Architecture Unlimited, assisted the City with the Mall Roof project as the design architects and the firm was the project manager/quality control oversight architect with a new public safety facility in the Town of Clarence.

The cost of the project is \$41,200 and is expected to take approximately six months.

**#-2020**

**A RESOLUTION TO EXECUTE A PROJECT PROPOSAL AGREEMENT WITH ARCHITECTURE UNLIMITED, LLC. FOR THE FEASIBILITY STUDY OF THE POLICE STATION AT THE ALVA PLACE LOCATION**

**Motion of Councilmember**

**WHEREAS**, The City of Batavia has allocated funding to conduct a feasibility study for the construction of a new police station at Alva Place; and

**WHEREAS**, Architecture Unlimited, a professional service firm, will provide the City with recommended size (square footage), design and layout, ability to expand, listing of regulatory requirements, and most importantly a breakdown of probable design/construction cost for site work and overall construction for a new police station; and

**WHEREAS**, Architecture Unlimited, LLC, was selected due to their existing relationship with the City of Batavia and extensive knowledge in police facility architecture; and

**WHEREAS**, The cost of the project is \$41,200 and is expected to take approximately six months to complete.

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Batavia authorize the City Manager to execute the Project Proposal Agreement with Architecture Unlimited, LLC and move forward with the feasibility study for the police station.

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



**Architecture Unlimited, LLC**

8304 Main Street  
Williamsville, New York 14221

T. 716-204-9733  
[www.AUbuild.net](http://www.AUbuild.net)  
[www.BuildingScienceServices.com](http://www.BuildingScienceServices.com)

March 4, 2020

Mr. Martin D. Moore, Ph.D.  
City Manager  
One Batavia City Centre  
Batavia, New York 14020

**Re: Programming Services for  
New Police Facilities for the City of Batavia Police Dept.  
Corner Alva Place & Bank Street  
Batavia, New York**

Dear Mr. Moore,

Please accept this proposal for the above referenced professional services.

This cover letter shall serve as affirmation my firm has the desire and capability to provide the Programming Services described in the attached – **AIA B202-2009, Standard Form of Architect's Services: Programming.**

The specific goal of Architecture Unlimited in providing professional services will be to provide design & construction expertise, counsel, advice and management services that will not only meet the requirements set forth by the City, but that justifies the trust and investment that you will make in my firm.

Thank you for the opportunity to continue my involvement in this project. Should you have any questions or require additional information, please contact me at 204-9733.

Respectfully Submitted  
Architecture Unlimited, LLC,

Kenneth W. Pearl, R.A.  
President

## **02 – Basic Qualifications**

Architecture Unlimited, LLC

Architecture Unlimited, LLC is a small closely-held professional firm based in Clarence, New York that provides architecture and engineering services, as well as program and design/construction management services. The firm's primary experience is in the municipal, industrial, legal and high-end residential markets, but we have experience in other market segments as well.

The firm's founder and owner, Kenneth W. Pearl, R.A., has been working in the A/E profession since 1986.

Architecture Unlimited is not only celebrating its 25<sup>th</sup> anniversary later this year with a proud history of client service and project accomplishments, but at the request of our valued clients with unique service needs, it has also become the incubator for several other related professional endeavors that have created even more unique service specialties and experience we use to better serve our valued clients. The following is a listing of the primary practice as well as 'sister' companies formed by Ken Pearl which provide additional experience and service capabilities.

**Architecture Unlimited, PLLC** was formed in 1995 to provide architecture and engineering design services, as well as Construction Management *As-Advisor* services.

**AU Build, LLC** was formed in 2003 to provide full-service General Contracting and Construction Management *At-Risk* services. It is also structured and equipped to provide construction cost estimating services.

**Pearl Holdings, PC** was formed in 2005 as a company that owns and develops real estate properties for our own initiatives as well as to team with select clients and partners for separate initiatives.

**Building Science Services, LLC** was formed in 2013 to better provide forensic architecture, specialty design and construction testing, and expert witness services that had been a growing and more specialized service segment within Architecture Unlimited since its early years. Expert witness service work alone has generated over \$35,000,000 in financial recourse for our clients.

**C3i, LLC** was formed in 2017 to provide regulated and certified continuing education programs that specialize in training topics that teach design and construction entities as well as other building related professionals in proper design, construction, enforcement, contractual and legal practices. C3i is also a Federal and NYS-certified *Service-Disabled Veteran Owned Business (SDVOB)*.



## 03 – Ability & Capacity to Perform

Architecture Unlimited, LLC

All successful construction activities and projects involve 2 important skillsets. The first is **planning** in the form of design and engineering and the second is **execution** in the form of tradecraft, materials, and coordination. The modern design and construction market has many competent professionals serving with expertise in one or the other skillset.

**What is unique about Architecture Unlimited, LLC is the capacity to deliver both skillsets in a single source,** and to do so legally under NYS regulation. We are Architects and Engineers with construction training and experience. We are Contractors and Tradecraft with architecture and engineering experience and licensure.

We see our role 2-fold. The first role is to serve as a temporary extension of the Owner's own internal resources. Typically, Owner's provide their own time and resources in fulfilling their obligations in the contracted working relationships with the design teams and the construction teams. But when the size and scope of the endeavor is of this magnitude, it is very easy for the Owner's resources and experience to be overtaxed and overwhelmed.

The second role is to provide the specific and trusted expertise and experience to help the Owner be the most informed, most skilled, and most experienced entity it can be for the purposes of ensuring the quality and cost effectiveness of the overall project outcomes.

Key among those project outcomes...

1. **Scope** - Effectively delivering the most well-thought out and cost effective solutions for the project's key stakeholders: The City Council and City of Batavia Police Department. This includes effectively coordinating those separate services, contracts, purchases, equipment, etc. and other installations of the stakeholders.
2. **Cost** - Effectively managing the Owner's financial resources which include design fees, testing fees, equipment costs, construction costs, and separate project related expenses.
3. **Schedule** – Effectively control time resources by coordinating and managing the roles and responsibilities of the various design professionals, construction contractors, vendors, the 3 key project stakeholders, and the various City entities and interests involved.
4. **Quality** – Effectively bring to bear the combined expertise of Architecture Unlimited as building *Designers*, building *Constructors*, building *Owners*, and building *Scientists* to provide a unique multi-view of the project as a whole as well as it's smallest components and features to insure effective outcomes for the City of Batavia.



## 04 – Technical Capabilities

Architecture Unlimited, LLC

Although the contract agreement will be executed between the City and Architecture Unlimited, it has been our experience in the past that other design and construction contract entities in separate agreements are sometimes concerned about our role in the project, most notably as a potential competitor because of our reputation for both our own project delivery skills as well as our reputation in resolving other projects that have gone badly for other Owners, both public and private. To mitigate the potential for those concerns by other, the work of this project will be delegated internally to our sister company – **Building Science Services, LLC**. As such, our project delivery structure will look as follows.

Prime Contract Agreement – Architecture Unlimited, LLC

Prime Service Provider – **Building Science Services, LLC**

Primary Service contact and Team Leader – Kenneth W. Pearl, R.A.

Key personnel -        **Kenneth W. Pearl, R.A. – Program Manager**  
Jeffrey S. Wing, R.A. – Coordination Support  
Robert G. Conway, R.A. – Consultant  
Jay Saylor, P.E. – Structural Consultant  
John Frandina, P.E. – MEP/FP Consultant  
Jenn Costanzo – Liability & Contract specialist  
Gail Smith – Finance & Accounting Specialist

In addition, we will be using the shared resources and consulting of up to 5 different specialty consultants depending on circumstances to assist us with scoping and cost estimating services in addition to our own in-house services.



# AIA® Document B202 – 2009

## Standard Form of Architect's Services: Programming

for the following PROJECT:

*(Name and location or address)*

New Police Facilities for the  
City of Batavia Police Department at the  
North West corner of Alva Place & Bank Street

THE OWNER:

*(Name, legal status and address)*

City of Batavia  
One Batavia City Centre  
Batavia, New York 14020

THE ARCHITECT:

*(Name, legal status and address)*

Architecture Unlimited, LLC  
8304 Main Street  
Williamsville, New York 14221

THE AGREEMENT

This Standard Form of Architect's Services dated the  
14th day of March in the year 2020.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 PROGRAMMING SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

## ARTICLE 2 PROGRAMMING SERVICES

### § 2.1 Administration of Programming Services

§ 2.1.1 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 The Architect shall confirm the scope and intent of the anticipated Project in consultation with the Owner.

~~§ 2.1.3 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestones dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule, if a Project schedule exists.~~

~~§ 2.1.4 Upon request by the Owner, the Architect shall make a presentation to representatives of the Owner to explain the Programming Services to be utilized in developing the Project.~~

§ 2.1.5 The Architect shall submit programming documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services and in the further development of the Project.

§ 2.1.6 Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article 2 shall be an Additional Service.

### § 2.2 Identification of Programming Participants

~~Based on the goals of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, in conjunction with the Owner, shall identify the persons to participate in the programming process, including the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders, if any.~~

### § 2.3 Identification and Prioritization of Owner and User Values, Goals and Objectives

§ 2.3.1 The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, ~~sustainability~~, and other relevant criteria.

§ 2.3.2 The Architect shall prepare and provide to the Owner a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, ~~environmental sustainability~~, and visual quality.

§ 2.3.3 After the Architect provides the evaluation, the Architect shall meet with the Owner to confirm and finalize the Owner's and user's priorities, values, and goals that will impact the Project.

§ 2.3.4 Following the determination of the Owner's and user's priorities, values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.

§ 2.3.5 The Architect shall confirm the intended use of the program documents and services with the Owner and the intended results of information gathering.

§ 2.3.6 The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

### § 2.4 Information Gathering

§ 2.4.1 The Architect shall compile and review existing Project-related documentation, including the following:



- .1 Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any
- .2 Relevant government documents such as applicable codes and ordinances
- ~~.3 Applicable non-governmental building and planning standards~~
- .4 Relevant historical documents and archival materials

§ 2.4.2 The Architect shall prepare for and conduct interviews of Owner-designated individuals by

- .1 identifying key individuals to be interviewed,
- ~~.2 establishing a work plan and schedule for the interviews,~~
- .3 determining the types of data that could impact the design of the facility, and
- .4 determining how interviewing will relate to other information-gathering techniques, such as observation and surveys.

§ 2.4.3 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- ~~.1 prepare, if appropriate, a space inventory of existing spaces, equipment and furnishings,~~
- .2 identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users, and
- ~~.3 prepare a written description or graphic illustration of the existing space utilization, identifying space requirements and relationships for furniture, equipment, operating procedures, security requirements and communications.~~

§ 2.4.4 The Architect shall identify, in consultation with the Owner, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.

§ 2.4.5 In consultation with the Owner, the Architect shall identify the individuals to be interviewed for preliminary information.

§ 2.4.6 The Architect shall conduct group sessions with the Owner's Project team for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility. The Architect shall determine the group session goals and identify participants for the group sessions.

## § 2.5 Data Analysis

§ 2.5.1 Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.

§ 2.5.2 The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.

§ 2.5.3 The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the Owner.

§ 2.5.4 Based on discussions with the Owner, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the Owner prior to preparation of the Architect's initial report.

## § 2.6 Presentation and Initial Report

§ 2.6.1 The Architect shall prepare an initial report of its findings and analysis for the Owner and meet with the Owner to agree on the form of presentation appropriate to the needs of the Owner's organization and the Project.

§ 2.6.2 The Architect shall present its initial report to the programming participants or as otherwise directed by the Owner.

**§ 2.7 Development of Final Program of Project Requirements**

§ 2.7.1 The Architect shall recommend Project standards or incorporate Owner standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.

~~§ 2.7.2 The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.~~

§ 2.7.3 The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces,
- .2 establishing sizes and relationships,
- .3 establishing space efficiency factors (ratio of net square footage to gross square footage), and
- .4 documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.7.1 to 2.7.3, incorporating written and graphic materials that may include

- .1 an executive summary,
- .2 documentation of the methodology used to develop the program,
- .3 value and goal statements,
- .4 relevant facts upon which the program was based,
- .5 conclusions derived from data analysis,
- .6 relationship diagrams,
- .7 flow diagrams,
- .8 matrices identifying space allocations and relationships,
- .9 space listings by function and size, and
- .10 space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.5 The Architect shall provide a preliminary opinion of the program with respect to the Owner's stated budget objectives.

§ 2.7.6 The Architect will assist in developing and preparing formal Request for Proposals for securing the services of the Project's primary Architect(s)/Engineer(s)/Surveyor(s) of Record. Services will also include meetings, interviews, committee reviews, a selection advisory role, professional recommendations, assistance with final selection(s), and final negotiations.

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 In addition to the Programming Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)*

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 3.2 below or an exhibit attached to this document and identified below)</i>
§ 3.1.1 Preliminary Cost Estimating	Architect	Included within Sec. 2.7.4 services
§ 3.1.2 Preliminary Project Scheduling	Architect	Included within Sec. 2.7.4 services
§ 3.1.3		
§ 3.1.4		
§ 3.1.5		

§ 3.1.6		
§ 3.1.7		
§ 3.1.8		
§ 3.1.9		
§ 3.1.10		
§ 3.1.11 Services in support of the Owner's other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others)	Architect	Additional Services (to be determined)

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

*If applicable, to be determined*

§ 3.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide to the Architect data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide to the Architect master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services. The personnel shall conduct tours and explain the property's original, current and anticipated future use.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

#### ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Programming Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**Forty-One thousand Two hundred dollars (\$41,200), divided in equal monthly increments over the approximate 6 month or less service period.**

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

*If applicable, to be determined*

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

*If applicable, to be determined* **Anticipated not to exceed \$3,800.00.**

§ 5.4 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

## ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Programming, if any, are as follows:

§ 6.1 *It is anticipated services outlined in this agreement will take place from time of execution on or about April 15<sup>th</sup>, 2020 thru development, to completion on or about September 30, 2020.*

## ARTICLE 7 SCOPE OF THE AGREEMENT

§ 7.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 7.2 This Agreement incorporates the following documents listed below: *(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

*Not applicable*

This Agreement, entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

ARCHITECT

  
\_\_\_\_\_  
*(Signature)*

Kenneth W. Pearl, R.A. President

\_\_\_\_\_  
*(Printed name and title)*

#-2020

**A RESOLUTION APPOINTING A FAIR HOUSING OFFICER AND AN ADA  
(AMERICANS WITH DISABILITIES ACT) COORDINATOR**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia, State of New York, has previously been granted Community Development Block Grant (CDBG) Funds from the State of New York; and

**WHEREAS**, in accordance with Section 519 of Public Law 101-144, the HUD Appropriations Act requires certain statement of assurances and certifications;

**WHEREAS**, that pursuant to the City of Batavia being granted CDBG funds by the State; the City of Batavia, by administrative act, has previously adopted a policy statement and grievance procedures related to the Americans with Disabilities Act;

**WHEREAS**, that pursuant to the City of Batavia being granted CDBG funds by the State, the City of Batavia, by administrative act, has previously adopted Fair Housing and Anti-Displacement Plans.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Batavia appoints the City Manager to serve as Fair Housing Officer and the ADA Coordinator for the City of Batavia.

**Seconded by Councilmember  
and on roll call**

DRAFT