

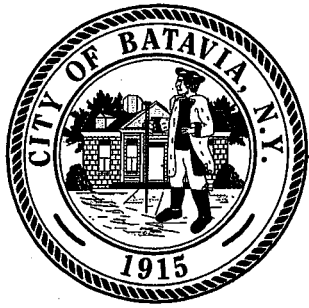
## BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room  
One Batavia City Centre  
Monday, December 13, 2021  
7:00 PM

### AGENDA

- I. Call to Order
- II. Public Comments
- III. Council Response to Public Comments
- IV. Communications
- V. Council President Report
  - a. Announcement of the next City Council Conference and Business Meeting to be held on Monday, January 10<sup>th</sup>, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
- VI. POK-A-DOT Lease Termination
- VII. 2021 Stop DWI Award
- VIII. Appoint Members to Various City Committees/Boards\*
- IX. Chemical Bids\*
- X. Use of Reserves-Ice Rink Purchase of Refrigerant\*
- XI. Adjournment

\*Items moved to tonight's business meeting



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

From: Rachael J. Tabelski, City Manager

Date: December 7, 2021

Subject: Termination of POK-A-DOT Lease

In 1965 the City of Batavia entered into a lease agreement with Phillip Pastore, Jr. and Joseph Marone, co-owners and co-proprietors of the POK-A-DOT Refreshment Stand and their successors.

The lease was created as the POK-A-DOT was erected 25 feet in depth on Ellicott Street in the City of Batavia's Right of Way (ROW). The POK-A-DOT has paid the City \$40 per month to operate under the lease since 1965, but recently requested relief of the lease terms.

In 2020 when the owners of the POK-A-DOT decided to expand their business to accommodate COVID-19 distancing protocol and food pick up options they obtained a New York State Department of Transportation permit to complete work because they are located in a United States ROW for missile transport. The permit for the POK-A-DOT to utilize state owned property carry's a fee of \$460 per year.

I recommend that the City Council terminate the City lease with the POK-A-DOT.

#XX-2021

**A RESOLUTION TO TERMINATE THE LEASE WITH POK-A-DOT**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia entered into a lease agreement on May 30<sup>th</sup> 1965 with Phillip Pastore, Jr. and Joseph Marone, co-owners and co-proprietors of the POK-A-DOT Refreshment Stand to lease real property located in the City's Right of Way on Ellicott Street for \$40 per month; and

**WHEREAS**, the City is desirous of terminating the lease agreement upon the request of the current owners of the POK-A-DOT; and

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the Council President be and is hereby authorized to sign a termination of lease agreement as attached on behalf of the City of Batavia.

**Seconded by Councilmember  
and on roll call**

DRAFT

TERMINATION OF LEASE

This Termination of Lease is entered into as of \_\_\_\_\_, 2021, by and between the City of Batavia, a municipal corporation duly organized under the laws of the State of New York (the "City") and Pok-A-Dot of Batavia LTD, a New York corporation with its address at 233 Ellicott Street, Batavia, New York 14020 ("Pok-A-Dot").

Whereas, by lease dated May 30, 1965, the City leased to Philip Pastore, Jr. and Joseph Marone, doing business as Pok-A-Dot Refreshment Stand (the "Original Lessees"), a parcel of land at the corner of Liberty Street and Ellicott Street (the "Lease"); and

Whereas, Pok-A-Dot is the successor to the Original Lessees under the Lease; and

Whereas, the City and Pok-A-Dot have determined that it is in their respective best interests to terminate the Lease.

Now, therefore, in consideration of \$1.00 and other good and valuable consideration, the parties agree as follows:

The Lease shall be terminated effective on the date hereof. The terms of the Lease notwithstanding, Pok-A-Dot shall not be required to remove from the premises demised under the Lease any of its property, real, personal or otherwise. Each of the parties releases the other from any further liability or obligation under the Lease, whether such liability or obligation arose prior to the date hereof or otherwise.

In witness whereof, the parties have caused this Termination of Lease to be signed as of the date hereof.

City of Batavia

Pok-A-Dot of Batavia Ltd.

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

By: \_\_\_\_\_  
Phyllis M. Beers  
President/CEO

626

AGREEMENT

POK-A-DOT RESTAURANT

AND

CITY OF BATAVIA

CITY OF BATAVIA  
P. O. Box 358  
BATAVIA, N. Y. 14021

L E A S E

CITY OF BATAVIA

-and-

PHILIP PASTORE, JR.

and

JOSEPH MARONE

Dated: May \_\_\_\_, 1965.

LAWRENCE H. SCHULTZ, JR.,  
City Attorney  
Four Bank Street,  
Batavia, New York

THIS AGREEMENT made on the 30<sup>th</sup> day of May, 1965, between the CITY OF BATAVIA, NEW YORK, a municipal corporation duly organized under the laws of the State of New York, LESSOR, and PHILIP PASTORE, JR., of #410 South Jackson Street, Batavia, New York, and JOSEPH MARONE, of #9 Cherry Street, Batavia, New York, co-partners and co-proprietors of the POK-A-DOT REFRESHMENT STAND, at the corner of Ellicott Street and Liberty Street, Batavia, New York, LESSEES; and that

¶1. The Council of the City of Batavia did by resolution on the 13th day of July, 1964, accept a survey of Ellicott Street in the City of Batavia, prepared by Douglas A. McIntosh, L. S., which said survey proves that Ellicott Street is ninety-nine (99) feet in width from Main Street, in the City of Batavia, extending in an easterly direction to the City Line, and by said survey demonstrates that approximately twenty-five feet of said Lessees' place of business encroaches into said Ellicott Street, being the property of the Lessor; and furthermore that

¶2. The Council of the City of Batavia did by resolution on the 28th day of December, 1964, resolve to enter into a lease agreement with the Lessees, herein, as follows:

W I T N E S S E T H:

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessees to be paid and performed, hereby demises and lets to the Lessees all that certain parcel of land, situate in the City of Batavia, County of Genesee and State of New York, bounded and described as follows:

BEING a certain parcel of real property on the North side of Ellicott Street, situate between Jackson Street and Liberty Street, upon which a certain building is erected and standing known as the "Pok-A-Dot Refreshment Stand", having a frontage on Ellicott Street of ninety (90) feet, and being approximately twenty-five (25) feet in depth on Ellicott Street, said frontage including a building & side yard.

I. The term of the tenancy, herein, shall be on a month-to-month basis, for an indefinite period of time, commencing as of January 1, 1965, pursuant to the resolution of the City Council of December 28, 1964, aforementioned. Either the Lessor or the Lessees, their distributees, successors' or assigns' may at any time after execution of the lease agreement, herein, terminate the demised term by giving thirty (30) days notice in writing to the other, and if this lease agreement be so terminated the liability of the parties hereunder for the further performance of the terms, covenants and conditions of this lease shall cease at the end of said thirty (30) day period. Within a period of thirty (30) days thereafter, the Lessees shall have removed from the demised premises all buildings, equipment, fixtures and other personalty which encroaches upon Ellicott Street, as aforesaid. Upon the failure of the Lessees so to remove all personalty from the aforesaid demised premises, the Lessor may enter and remove any remaining personalty, so encroaching, at the expense of the Lessees.

II. The Lessees covenant to pay to the Lessor a rental of Forty Dollars (\$40.00) per month, payable to the Lessor on the first day of each and every month, said rental including all City, County and School District taxes. Upon the execution of the lease agreement, herein, the Lessees will pay to the Lessor all past-due monthly rents from January 1, 1965 to the day of the date of the execution of this lease. The amount of the rent having been determined in part by the taxes to which the demised premises are subject, as of December 28, 1964, the monthly rental shall be subject to increases or decreases in such taxes, as determined by the Assessor of the City of Batavia, whether the increase or decrease in taxation results from a change in the tax rate or in the assessed valuation of said premises, or both. The Lessees shall be notified in writing of any such changes in rent by the Assessor



III. No additions, changes or alterations to the exterior of the building upon the demised premises will be allowed, without the express consent of the City Council by resolution.

IV. The obligation and liability of the Lessees', as parties to the herein lease, shall be as co-partners. The Lessor shall be notified in writing of any change in the legal status of the Lessees' within fifteen (15) days of such change.

V. The Lessees covenant that they will hold the Lessor harmless against all claims, damages or causes of action for damages arising after commencement of the term of this lease and will indemnify the Lessor for all such suits, orders or decrees and judgments entered therein, brought on account of injury to person or property or loss of life sustained directly or indirectly by the use or occupancy of the demised premises, irrespective of the cause of such injury or damage. The Lessees shall furnish the Lessor with a Certificate of Insurance naming the Lessor, such certificate having the "hold-harmless" clause in this section endorsed upon the face of it, and setting forth Liability Limits of \$50,000.00 for Public Liability-Property Damage and \$100,000.00 each person and \$300,000.00, each occurrence for Public Liability-Bodily Injury Insurance Coverage. The failure by the Lessee to maintain the aforesaid insurance coverage shall be cause for termination of the lease herein, by the Lessor.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Instrument on the date first above written.

CITY OF BATAVIA, NEW YORK, Lessor

By Ronald L. Martin  
Ronald L. Martin, Council Pres.

POK-A-DOT REFRESHMENT STAND

By Philip Pastor, Jr.  
Philip Pastor, Jr., Partner

By Joseph Marone  
Joseph Marone, Partner

STATE OF NEW YORK)  
COUNTY OF GENESEE) ss.:  
CITY OF BATAVIA)

On this \_\_\_\_\_ day of May, 1965, before me came PHILIP PASTORE, JR., to me known and known to me to be the individual described in, and who executed the foregoing Instrument, and duly acknowledged that he executed the same.

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STATE OF NEW YORK)  
COUNTY OF GENESEE) ss.:  
CITY OF BATAVIA)

On this \_\_\_\_\_ day of May, 1965, before me came JOSEPH MARONE, to me known and known to me to be the individual described in, and who executed the foregoing Instrument, and duly acknowledged that he executed the same.

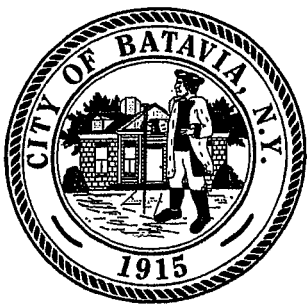
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STATE OF NEW YORK)  
COUNTY OF GENESEE) ss.:  
CITY OF BATAVIA)

On the 30<sup>th</sup> day of May, 1965, before me personally came RONALD L. MARTIN, to me known, who, being by me duly sworn, did depose and say that he resides at #11 Redfield Parkway, Batavia, New York, and that he is the President of the Council of the City of Batavia, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Council of the City of Batavia, and that he signed his name thereto by like order.



LAWRENCE H. SCHULTZ, JR.,  
Notary Public, Genesee County,  
State of New York  
My Commission expires 3/30/67.



# City of Batavia

## *Memorandum*

To: Rachael Tabelski, City Manager

From: Shawn Heubusch, Chief of Police *SH*

Date: November 29, 2021

Subject: 2021 STOP-DWI Award

Attach: Grant Award Documents

On November 29, 2021 the City Police were awarded \$28,681 from the Genesee County STOP-DWI program to provide for specialized patrols targeting drug and alcohol impaired driving, the purchase of equipment that will enhance DWI enforcement and training of personnel in specialized DWI enforcement methods for the calendar year of 2021.

The City of Batavia will benefit greatly from this STOP- DWI funding by enhancing the Police Department's ability to conduct more specialized enforcement details to target alcohol or drug impaired drivers.

The grant also covers costs associated with calibrations/repairs to RADAR units, expenses related to Drug Recognition Expert (DRE) training and connection fees associated with one of the Department's Verizon "air card".

Feel free to call with any questions you may have. Thank you.

**Police Department  
10 Main Street  
Batavia, New York 14020**



**Phone: 585-345-6350  
Fax: 585-344-1878  
Records: 585-345-6303  
Detective Bureau: 585-345-6370  
[www.batavianewyork.com](http://www.batavianewyork.com)**

#-2022

**A RESOLUTION TO AMEND THE 2021-2022 POLICE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A STOP-DWI GRANT IN THE AMOUNT OF \$28,681 TO ADDRESS THE CRIMES OF DRIVING WHILE INTOXICATED AND/OR DRIVING WHILE ABILITY IMPAIRED BY DRUGS**

**Motion of Councilperson**

**WHEREAS**, the City of Batavia Police Department has received additional grant funding in the amount of \$28,681 from THE GENESEE COUNTY STOP-DWI PROGRAM TO COMBAT IMPAIRED DRIVING BY FUNDING SPECIALIZED PATROL FUNCTIONS; and

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

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that the City Manager be and hereby is authorized to make the following budget amendment to the 2021-2022 budget to cover various initiatives to combat alcohol and drug related traffic offenses:

Effective January 11, 2022 amend the 2021-22 budget:

Increase expenditure accounts

A.04.3120.3120 199-100001	\$ 21,400.00
A.04.3120.3120.299-100001	\$ 481.00
A.04.3120.3120.499.100001	\$ 6800.00

Increase revenue accounts:

A.00.0000.0000 3389-100001	\$ 28,681.00
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**Seconded by Councilperson  
and on roll call**



**STOP  
DWI**

# MEMO

**To:** Chief Shawn Heubusch  
City of Batavia Police Department

**From:** Tammi Ferringer  
STOP-DWI Coordinator

**Subject:** 2022 Working Agreement

**Date:** November 29, 2021

I am pleased to announce that your application for funding from the Genesee County STOP-DWI Program has been approved. The exact dollar amount is \$28,681. This is to fund the Enforcement Nights, Trainings, Calibrations/Repairs, and Supplies.

Enclosed is a copy of your 2022 Working Agreement for the funding awarded you through the Genesee County STOP-DWI Program. Please review this agreement, sign and return to my attention.

Also enclosed you will find monthly report forms relevant to your program and vouchers for your use in requesting reimbursement. These reports and vouchers are due at my office by the 10th of each month. **It is imperative that along with your voucher you submit an activity report showing number of cases, arrests, people, etc. served for various activities. This is to demonstrate the outcomes for the expenses you are requesting reimbursement for.**

If you have any questions in regard to either the contents of the working agreement or the report forms, please do not hesitate to contact me.

Thank you for your support and cooperation in making Genesee County's STOP-DWI Program one that we can all be proud of.

encl.



**WORKING AGREEMENT  
BATAVIA CITY POLICE DEPARTMENT**

The Genesee County Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Program was established in 1982 for the purpose of developing a comprehensive county-wide program to combat drunk driving. A major function of this STOP-DWI Program is to coordinate the activities of the participating agencies in this effort, and to analyze their performance in accordance with the STOP-DWI philosophy and the New York State Department of Motor Vehicles Rules and Regulations.

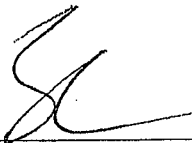
The following is a cooperative agreement between Genesee County STOP-DWI Program and Batavia City Police Department. It will outline reporting procedures to be followed by Batavia City Police Department.

- 1) A monthly report and voucher for reimbursement for services are due by the 10th of each month. (i.e. January 2022, report/voucher due date is February 10, 2022) If no activity has occurred, such should be indicated on the report form.
- 2) Funds have been allocated in the amount of \$28,681 for the Law Enforcement component of the budget.

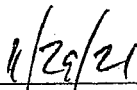
Enforcement Nights	\$21,400
Training	\$ 6,000
Equipment/Supplies	\$ 481
Calibrations/Repairs	\$ 800
- 3) The STOP-DWI Program will provide monthly forms for vouchering and reporting STOP-DWI related activities. Reimbursement will be limited to those services or materials delineated in the approved 2022 STOP-DWI Plan.
- 4) Program evaluations will be conducted by the STOP-DWI Coordinator in a manner mutually agreeable between the Agency and the Coordinator to ascertain program effectiveness in combating the drinking driver problem.
- 5) The duration of this working agreement will be from January 1, 2022 through December 31, 2022.

6) The STOP-DWI Program reserves the right to reject (partially or fully) any claims for reimbursement for the following reasons:

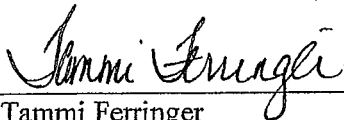
- a) Insufficient funds available to the STOP-DWI Program.
- b) The expenditures are not in the program's established budget.
- c) Report forms are more than 90 days in arrears.



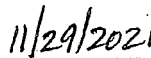
\_\_\_\_\_  
Chief Shawn Heubusch  
Batavia City Police Department



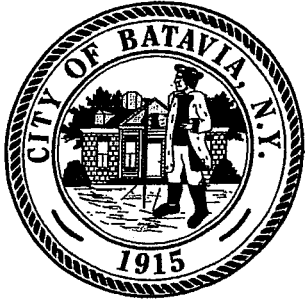
\_\_\_\_\_  
Date



\_\_\_\_\_  
Tammi Ferringer  
STOP-DWI Coordinator



\_\_\_\_\_  
Date



# City of Batavia

## MEMORANDUM

**To:** Rachael Tabelski, City Manager  
**From:** Heidi J. Parker, Clerk-Treasurer  
**Date:** November 17, 2021  
**Subject:** **Appointment to Board of Assessment Review**

On September 30, 2021, the term for Bernie Penfield appointment on the Board of Assessment Review Expired. Mrs. Penfield lives in the City of Batavia and would like to be reappointed to the BAR.

It is recommended that Council approve the reappointment of Bernie Penfield to the Board of Assessment Review until September 30, 2026.



**#XX-2021**  
**RESOLUTION TO APPOINT MEMBERS TO VARIOUS CITY COMMITTEES/  
BOARDS**

**Motion of Councilperson**

**WHEREAS**, certain vacancies exist on various City Committees/Boards.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that the following appointments be made:

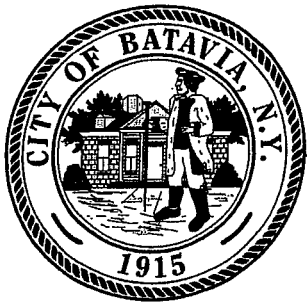
**Board of Assessment Review**

Bernie Penfield

September 30, 2026

**Seconded by Councilperson  
and on roll call**

DRAFT



## *Memorandum*

**To:** Rachael Tabelski, City Manager  
**From:** Bill Davis, Superintendent Water and Wastewater  
**Date:** November 30, 2021  
**Subject:** Sodium Hypochlorite

The Bureau of Water and Wastewater issued a request for bids for Sodium Hypochlorite on November 4, 2021 to be used at the Water Treatment Plant 12/2021-3/31/2023. The chemical is used for disinfection of the public water supply.

The bids were opened on November 19, 2021 and reviewed by City staff. There were 6 (six) companies that placed bids. The lowest responsible bidder is as follows:

COMPANY	CHEMICAL	BID AMOUNT
AMREX Binghamton, NY 13902	Sodium Hypochlorite	\$1.45/Gallon

We recommend City Council award this contract at their December 13, 2021 meeting.

#XX-2021

**A RESOLUTION AWARDING PURCHASE CONTRACTS FOR SODIUM  
HYPOCHLORITE**

**Motion of Councilmember**

**WHEREAS**, the City has advertised for competitive, sealed bids for the purchase of sodium hypochlorite used for the operation of the Water Treatment facility; and

**WHEREAS**, Seven (7) companies submitted bids, and the low bidder was identified for Sodium Hypochlorite.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that fifteen month (15) purchase contract for sodium hypochlorite be awarded to the lowest responsible bidder hereinafter identified.

<b>Company Name</b>	<b>Chemical</b>	<b>Bid Amount</b>
AMREX	Sodium Hypochlorite	\$1.45

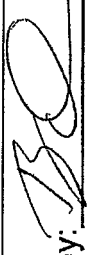
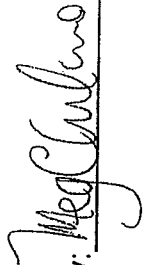
**Seconded by Councilmember  
and on roll call**

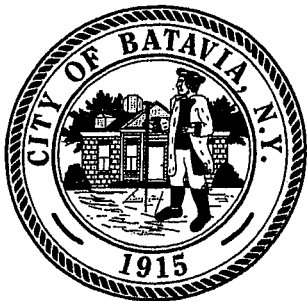
**DRAFT**

**CITY OF BATAVIA, NEW YORK      BID #21-50  
 CHEMICAL BIDS RECEIVED November 19, 2021 @ 10:00 AM**

*All per gallon*

Company	Sodium Hypochlorite
Slack Chemical Carthage, NY	\$ 1.897
Kuehne Chemical Kearny, NJ	no bid
Jones Chemical Caledonia, NY	\$ 1.74
Bison Laboratories, Inc. Buffalo, NY	\$ 1.48
CDI Buffalo, NY 14020	\$ 2.19
AMREX Binghamton, NY 13902	\$ 1.45
<del>Hottel</del>	

Received by:       Witnessed by: 



# City of Batavia

## *Memorandum*

**To:** Rachael Tabelski, City Manager  
**From:** Bill Davis, Superintendent Water and Wastewater  
**Date:** December 1, 2021  
**Subject:** Emergency Purchase Ice Rink Refrigerant

I was notified that Carrier has replaced the compressor at the Ice Rink and during installation they discovered and repaired a couple leaks in the refrigerant system. The system is now low on R-22 in the amount of 400 pounds. This amount would be purchased and should the entire amount not be used it would be stored on site for future use.

The cost to supply and recharge the system is \$19,800, quote is attached.

I request permission to make a PO out for these repairs to be made as an emergency due to the fact that this could cause damage to the ice making equipment.

#XX-2021

**A RESOLUTION TO USE RESERVE ICE RINK FUNDS FOR EMERGENCY REPAIRS  
AND AMEND THE 21/22 BUDGET**

**Motion of Councilmember**

**WHEREAS**, pursuant to General Municipal Law 6-c, the City of Batavia has an established Ice Rink Capital Reserve Fund; and

**WHEREAS**, the Ice Rink Capital Reserve Fund has a current balance of approximately \$400,680; and

**WHEREAS**, the City has purchased and installed a new compressor at the Ice Rink facility; and

**WHEREAS**, the system needs 400 pounds of refrigerant at a cost of \$19,800; and

**WHEREAS**, this was not a budgeted item and is an emergency repair. It is requested that the funds come from the Ice Rink Reserve account.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the City Manager is hereby authorized to utilize Ice Rink Reserves of \$19,800 and to amend the FY 21/22 budget by increasing the accounts as follows:

Revenue	A.00.0000.0000	511-2103	Ice Rink Reserve Appropriation	\$19,800.00
Expense	A.03.1620.1621	400-2103	Ice Rink Other Expense -Reserves	\$19,800.00

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