

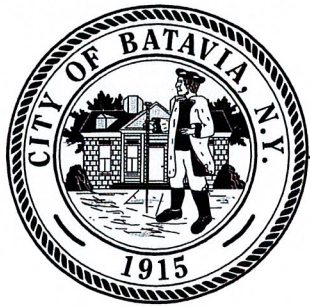
BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room
One Batavia City Centre
Monday, February 28, 2022 at 7:00 p.m.

AGENDA

- I. Call to Order
- II. Public Comments
- III. Council Response to Public Comments
- IV. Communications
 - a. Notre Dame High School 5K – 3/12/2022
 - b. All Babies Cherished 5K – 6/4/2022
- V. Council President Report
 - a. Announcement of the next City Council Business Meeting to be held on Monday, March 14, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
- VI. Public Hearings:
 - a. A Public Hearing to Adopt the 2022/23 Budget Ordinance #001-2022
 - b. A Public Hearing to Adopt an Amendment to Local Law No. 1 of the Year 2022 §184-41 (A), (B), (C), And (O) of the Batavia Municipal Code to establish New Water Rates, Meter Fees and a Capital Improvement Fee
- VII. Youth Board Update – Councilmember McGinnis?
- VIII. 2022/23 Budget Ordinance
- IX. Adoption of Local Law No. 1 of the Year 2022 §184-41 (A), (B), (C), And (O) of the Batavia Municipal Code to establish New Water Rates, Meter Fees and a Capital Improvement Fee

- X. Annual Resolutions
 - a. Strategic Plan
 - b. Investment Policy
 - c. Parking Permits
 - d. Employee Accrued Liability Reserves
- XI. Water Chemical Bids
- XII. Minnow Bids
- XIII. Hunt Agreement – City Centre \$1 M DRI
- XIV. Bid For WTP Filter Media
- XV. CDBG Jackson Street Water Grant Agreement
- XVI. WWTP Maximum Allowable Headworks Loading (MAHL) Evaluation
- XVII. GO ART Grant – Community Garden
- XVIII. Close Capital Projects
- XIX. Executive Session...Employment Matters
- XX. Adjournment



MEMORANDUM

To: Rachael Tabelski, City Manager
From: Heidi J. Parker, Clerk-Treasurer
Date: 2/22/22
Subject: **Event Summary**

Below please find the summary for the events to be reviewed by City Council on February 28, 2022:

Notre Dame High School 5K – 3/12/22

Estimated cost from the police department is \$340. Event sponsor has been notified of the cost and wants to proceed. There are no costs from the other departments for this event.

All Babies Cherished 5K – 6/4/22

Estimated cost from the police department is \$510. Event sponsor has been notified of the cost. There are no costs from the other departments for this event.

****NOTE** – Event sponsors are responsible for any costs that may be incurred because of their event and have been made aware of this change until further notice.



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

PAID
FEB - 9 2022
CITY OF BATAVIA
CLERK-TREASURER

Official Use Only:

2022-4
Event Application #:

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

Event Sponsor Notre Dame High School

Type of Event 5k

Date of Event 3/12/22 Saturday

Time of Event (don't include set up time here - just actual event time) 10am

Location of Event Notre Dame High School

Details of Event (be as specific as possible!) A 5k race/walk to start and end at Notre Dame High School and end with a party at school parking lot

Contact Information:

Primary contact:

Secondary contact:

Name Gail Tenney
Phone # 219-938-1471
E-mail address getenney@comcast.net

Name Carrie Monachino
Phone # 585-356-8307
E-mail address camonac2316@yahoo.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: ndhsbatavia.com

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? [Signature]

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: 3/12/22 Set up time: 7 am
Tear down date: 3/12/22 Tear down time: 12 pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 3/12/22 Start time: 10 am End time: 5 pm
Estimated crowd size: 200 # 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? Race finish line & timing company.
They bring a generator.

Will generators be used? Yes No

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

SIZE OF GENERATOR(S) Don't know FUEL SOURCE - GAS - - DIESEL - - PROPANE -

on school premises

TENTS/CANOPIES/POP-UPS:

Will Tents/Canopies or other membrane structures be erected at event?
Will a bounce house or other air supported structures be erected at event?

Yes No
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. Blow up finish line
12'h x 13'w x 3'd

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: Runners can complete the course

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

<u>Redfield Pkwy</u> <small>Street to be closed</small>	<u>Richmond Ave</u> <small>Cross Streets</small>	&	<u>Redfield</u>
<u>Union St</u> <small>Street to be closed</small>	<u>Richmond Ave</u> <small>Cross Streets</small>	&	<u>Union / Rt 98</u>
<u>Veterans Memorial Dr</u> <small>Street to be closed</small>	<u>Richmond Ave</u> <small>Cross Streets</small>	&	<u>Veterans Memorial</u>
<u>2 Park Rd</u> <small>Street to be closed</small>	<u>Richmond Ave</u> <small>Cross Streets</small>	&	<u>Redfield</u>

Will street barricades be requested from the City? Yes No How Many? 3

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

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

2/8/22
Date:

NOTRE DAME H.S.
Name of Event Sponsor:

WADE BIANCO PRINCIPAL
Authorized Signature, Title

WADE BIANCO
Name - Printed or Typed

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

2/8/22
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

OFFICIAL USE ONLY				
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

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

Event Application #: _____

Department: _____
List Department Name Here

Department Approval

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

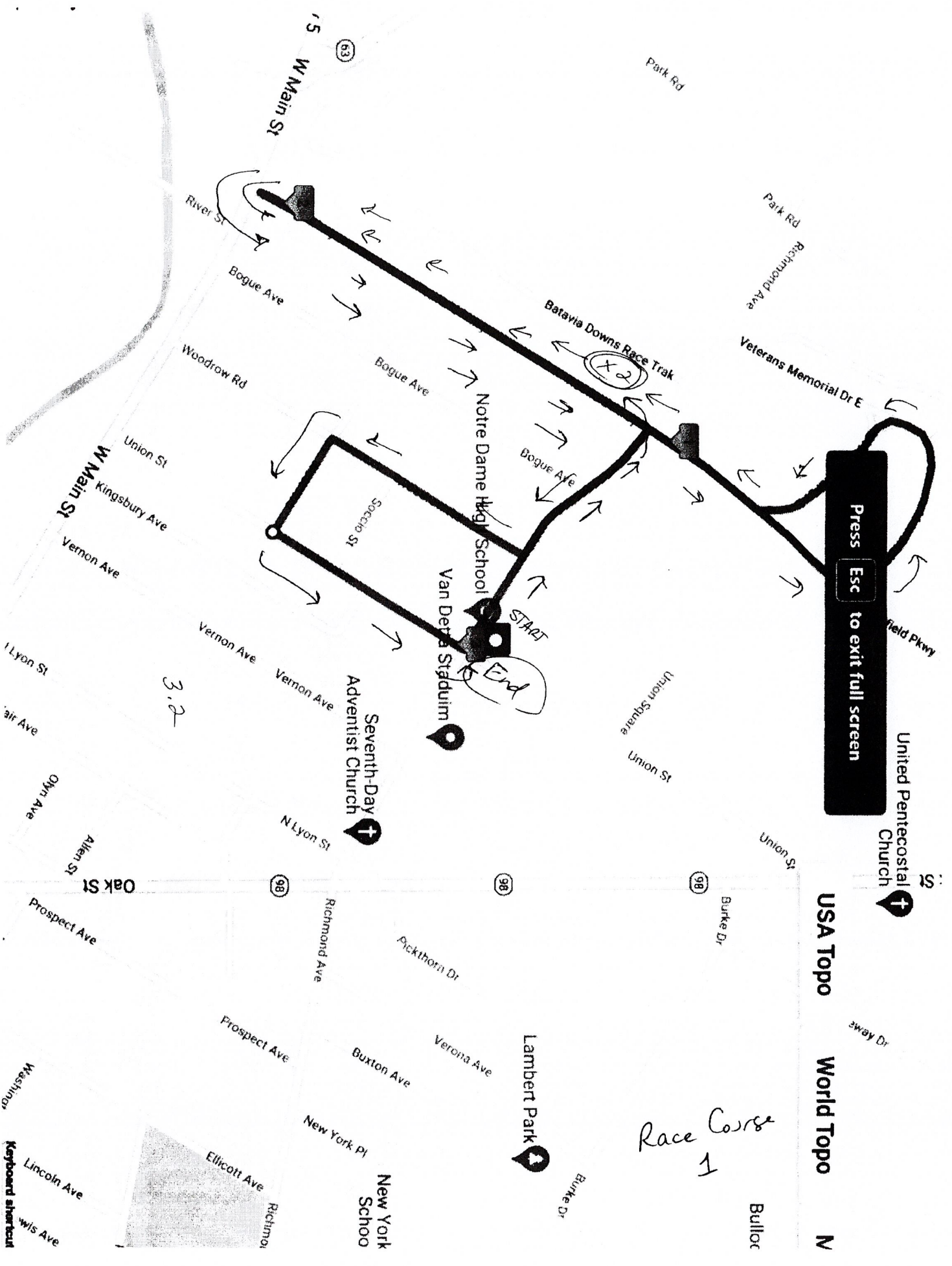
Department Cost Estimate: _____
If applicable

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

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

Submitted By: _____
Name / Title

_____ Date Submitted



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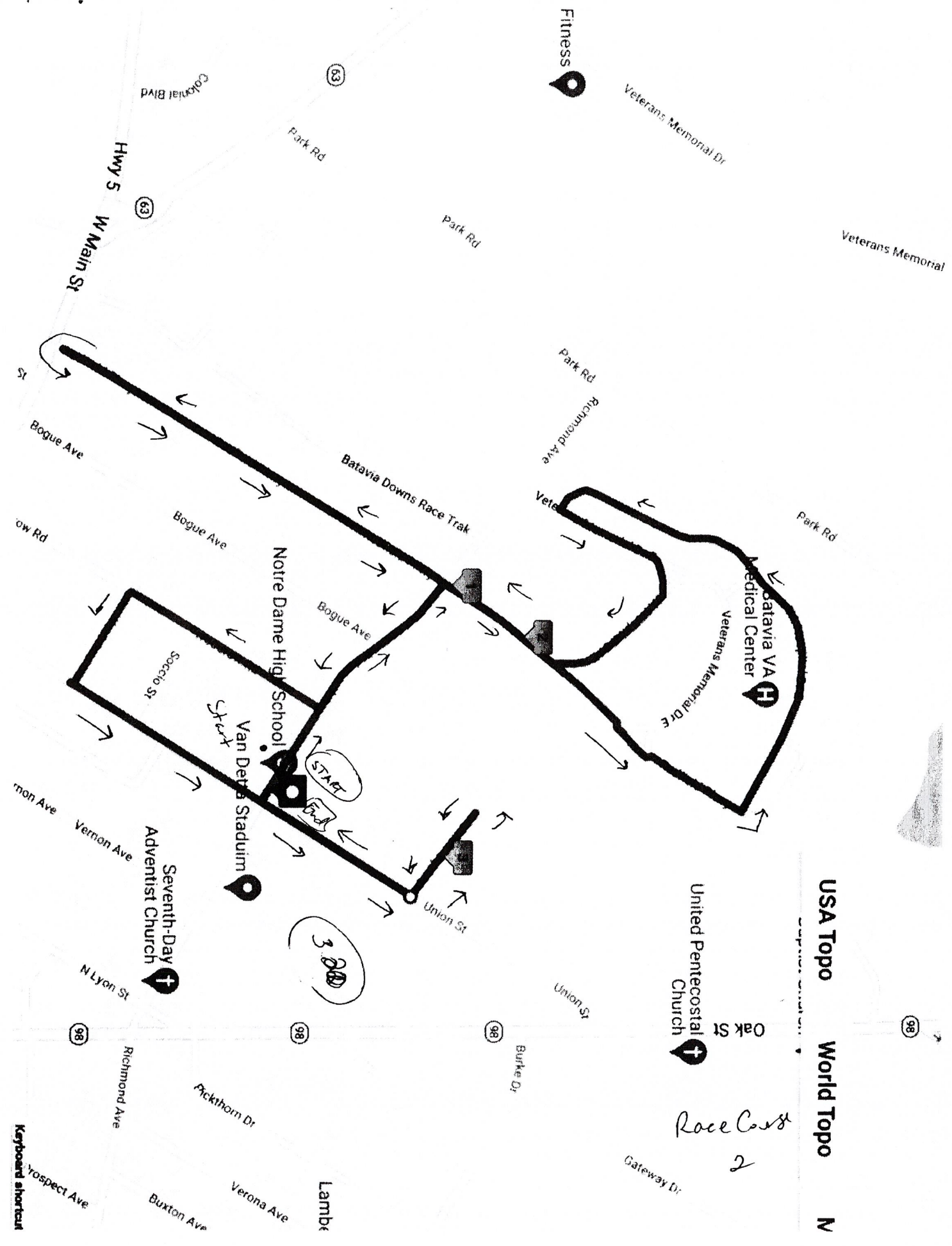
USA Topo World Topo N

Race Course 1

3.2

START
End

X2



USA Topo World Topo N

United Pentecostal Church

Race Course
2

Keyboard shortcut



City of Batavia
Batavia, New York 14020
(785) 345-6300

PAID
JAN 11 2022
CITY OF BATAVIA
CLERK-TREASURER

Official Use Only:

2022-2
Event Application #:

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

Event Sponsor ALL BABIES CHERISHED

Type of Event 5K Run for charity

Date of Event June 4, 2022 - Saturday

Time of Event (don't include set up time here - just actual event time) 9:00 - 11:00 am

Location of Event 350 BANK STREET START

Details of Event (be as specific as possible!) 5K Run starts out of driveway → N on Bank → S on Vine → E on Evergreen → S on Spruce → E on North St. → S on Naramore → W on East Ave. → N on Ross → W on North St. → N on Bank St. → Back to Parking Lot 350 ^(E) Bank St (Northgate)

Contact Information:

Primary contact:

Name SUE SHERMAN
Phone # 356-2583
E-mail address Sueabcherished@gmail.com

Secondary contact:

Richard Dunn
(585) 297-0371
richarddunn226@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? N/A

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

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

EVENT INFORMATION (required):

Set up date: 6/4/22

Set up time: 07:00

Tear down date: 6/4/22

Tear down time: 12:00

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 6/4/22

Start time: 07:00

End time: 12:00

Estimated crowd size: 100

of Vendors/Displays 5

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

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

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

TENTS/CANOPIES/POP-UPS:

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)

NONE

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

ALL BABIES CHERISHED 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.

1/11/22
Date:

ALL BABIES CHERISHED
Name of Event Sponsor:

Richard Dunn Organizer
Authorized Signature, Title

RICHARD DUNN
Name - Printed or Typed

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

1/11/22
Date:

Richard Dunn
Signature of Applicant:

Please forward this application to:

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

#-2022

A RESOLUTION TO ADOPT 2022-2023 BUDGET ORDINANCE

Motion of Councilmember

WHEREAS, the City Manager prepared and submitted to the City Council a Proposed Budget for the 2022-2023 fiscal year on January 10, 2022 pursuant to Section 16.3 of the City Charter, copies of which were received by all members of the City Council and a copy placed on file in the City Clerk's Office; and

WHEREAS, the City Council has reviewed and amended the City Manager's proposed budget.

WHEREAS, said proposed budget estimated revenues and expenditures for all operating funds of the City of Batavia are \$29,700,792 including the General Fund at \$17,853,892; and

WHEREAS, said proposed budget includes revenues to be received through the property tax levy of \$5,986,000; and

WHEREAS, the City Council of the City of Batavia wishes to grant wage adjustments to its non-union City employees at a salary increase of 2.65%, effective April 1, 2022; and

WHEREAS, the City Council of the City of Batavia wishes to grant a salary adjustment due to the minimum wage increase for all seasonal and part-time employees; and

WHEREAS, the City Council held a public hearing on said Budget Ordinance in the Council Board Room, Second Floor, One Batavia City Centre, Batavia, New York, at 7:00 PM on Monday, February 28, 2022; and

WHEREAS, the City Clerk published a public notice in the official newspaper of the City of said public hearing at least five (5) days prior thereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia hereby adopts the 2022-2023 Budget Ordinance pursuant to Section 16.6 of the City Charter.

**Seconded by Councilmember
and on roll call**

ORDINANCE #001-2022
AN ORDINANCE ADOPTING THE 2022-2023 BUDGET AND DETERMINING THE
AMOUNT OF TAX TO BE LEVIED ON ALL REAL PROPERTY FOR THE 2022-2023
FISCAL YEAR

BE IT ENACTED, by the Council of the City of Batavia, New York:

SECTION 1. The proposed Budget for 2022-2023, submitted by the City Manager pursuant to Sections 16.3, 16.4, and 16.5 of the City Charter on January 10, 2022, setting forth the estimates of revenues and expenditures for the fiscal year 2022-2023, including all wage adjustments and salary schedules for all employees covered under collective bargaining agreements, and non-union, part-time and seasonal employees (due to minimum wage increases), of the various funds of the City of Batavia, namely, General Fund, Water Fund, Sewer Fund, City Centre Fund, Workers' Compensation Fund, and Health Insurance Fund is hereby approved and that the several amounts allowed as estimated expenditures be and are hereby appropriated to the use of the several departments of the City of Batavia for the purpose set forth in each estimate in the proposed budgets for the fiscal year 2022-2023.

SECTION 2. The City Council does hereby finally ascertain, fix, and determine that the entire amount necessary, proper, and legal be raised by tax to defray the expenditures of the City of Batavia for the fiscal year of 2022-2023 is \$5,986,000.

SECTION 3. The sum of \$5,986,000 the entire amounts heretofore ascertained, fixed, and determined as necessary, proper, and legal be raised by tax to defray the expenditures of the City of Batavia for the fiscal year 2022-2023, be and the same is hereby levied on all the real property subject to taxation by the City of Batavia according to valuation upon the assessment roll for the fiscal year 2022-2023.

SECTION 4. The amounts to be raised by taxation as hereby stated for City purposes is hereby a warrant upon the Clerk-Treasurer to spread and extend such levies upon the current assessment tax roll and to collect the same.

SECTION 5. The budget summaries, as filed in the Clerk-Treasurer's Office of the various funds of the City of Batavia, are made a part hereof and are hereby declared to be part of the Ordinance.

SECTION 6. This Ordinance shall become effective April 1, 2022.

Budget Summaries

General Fund

General Fund – Reserves	\$	314,352.00
City Council	\$	62,799.00
City Manager	\$	186,150.00
Finance	\$	120,086.00
Administrative Services	\$	307,716.00
Clerk/Treasurer	\$	146,975.00
City Assessment	\$	139,480.00
Legal Services	\$	238,250.00
Personnel	\$	277,983.00
Engineering	\$	12,500.00
Elections	\$	29,195.00
Public Works Administration	\$	67,723.00
City Facilities	\$	321,410.00
Information Systems	\$	112,287.00
General Fund - Contingency	\$	242,657.00
Police	\$	4,157,023.00
Fire	\$	3,958,742.00
Control of Dogs	\$	1,390.00
Inspection	\$	385,835.00
Vital Statistics	\$	20,060.00
Maintenance Administration	\$	133,790.00
Street Maintenance	\$	844,510.00
Public Works Garage	\$	486,800.00
Snow Removal	\$	480,830.00
Street Lights & Traffic Signals	\$	264,760.00
Sidewalk Repairs	\$	0.00
Parking Lots	\$	41,000.00
Community Development	\$	6,000.00
Economic Development	\$	95,000.00
Council on Arts	\$	2,250.00
Parks	\$	529,370.00
Summer Recreation	\$	75,091.00
Youth Services	\$	124,967.00
Historic Preservation	\$	900.00
Community Celebrations	\$	13,060.00
Planning & Zoning Boards	\$	1,300.00
Storm Sewer	\$	188,820.00
Refuse & Recycling	\$	101,490.00
Street Cleaning	\$	125,040.00
General Fund - Debt Service/Bonds	\$	358,084.00
General Fund – BAN	\$	0.00
Install Pur Debt - Install Purch Debt	\$	28,587.00

Gen. Fund – Debt Srvc-Energy Lease	\$	.00
Gen. Fund – Transfer for Cap Proj	\$	170,000.00
General Fund - Transfer/Other Funds	\$	2,679,630.00
TOTAL GENERAL FUND	\$	17,853,892.00

Water, Wastewater & Workers Comp Funds

**PROPOSED
2022/23**

Water Administration	\$	2,577,399.00
Pump Station & Filtration	\$	1,384,420.00
Water Distribution	\$	418,280.00
Water Fund Contingency	\$	20,000.00
Water Fund - Debt Service/Bonds	\$	244,785.00
Install Pur Debt – Install Purch Debt	\$	.00
Water Fund– Debt Srvc-Energy Lease	\$	.00
Water Fund - Transfer to Other Funds	\$	587,160.00
Water Fund - Reserve	\$	78,515.00
Water Fund – Debt Service - BAN	\$	0.00
TOTAL WATER	\$	5,310,559.00

Wastewater Administration	\$	436,873.00
Sanitary Sewers	\$	703,690.00
Wastewater Treatment	\$	1,025,380.00
WW Fund Contingency	\$	20,000.00
WW Fund - Debt Service/Bonds	\$	386,788.00
WW Fund - Debt Srvc-Energy Lease	\$	.00
Install Pur Debt – Install Purch Debt	\$	.00
WW Fund – Interfund Transfer	\$	273,740.00
WW Fund - Reserve	\$	315,164.00
TOTAL WASTEWATER	\$	3,161,635.00

Workers' Compensation	\$	242,750.00
Transfer to Reserves	\$	.00
TOTAL WORKER'S COMP	\$	242,750.00

TOTAL WATER, WASTEWATER, WORKERS' COMP	\$	8,714,944.00
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**CITY CENTRE & HEALTH
INSURANCE FUNDS**

Administration	\$	185,848.00
Contingency	\$	7,508.00
City Centre Fund-Transfer to Other Funds	\$	32,910.00
TOTAL CITY CENTRE	\$	226,266.00

Medical Insurance	\$	2,905,690.00
Transfer to Reserves	\$	0.00
TOTAL HEALTH INSURANCE	\$	2,905,690.00

TOTAL CITY CENTRE & HEALTH INSURANCE	\$	3,131,956.00
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TOTAL ALL FUNDS **\$ 29,700,792**

#-2022

A RESOLUTION ADOPTING A LOCAL LAW NO. 1 OF THE YEAR 2022 AMENDING SECTION 184-41 (A), (B), (C), AND (O) OF THE BATAVIA MUNICIPAL CODE TO ESTABLISH NEW WATER RATES, METER FEES AND A CAPITAL IMPROVEMENT FEE

Motion of Councilmember

BE IT RESOLVED, that Local Law No. 1 of the Year 2022 entitled “**LOCAL LAW NO. 1 OF THE YEAR 2022 CITY OF BATAVIA TO AMEND §184-41 (A), (B), (C), AND (O) OF THE CODE OF THE CITY OF BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A CAPITAL IMPROVEMENT FEE**” was introduced before the City Council of Batavia, New York; and

WHEREAS, copies of the aforesaid proposed Local Law were laid upon the desk of each member of the City Council by the City Clerk; and

WHEREAS, the City Council held a public hearing on said proposed Local Law in the Council Board Room, Second Floor, One Batavia City Centre, Batavia, New York, at 7:00 p.m. on Monday, February 28, 2022; and

WHEREAS, the City Clerk published or caused to be published a public notice in the official newspaper of the City of said public hearing at least three (5) days prior thereto.

BE IT RESOLVED, the City Council of the City of Batavia hereby adopts Local Law No. 1 of the year 2022, entitled a “Local Law No. 1 of 2022 City of Batavia to Amend §184-41 (A), (B), (C), And (O) of the Code of The City Of Batavia to Establish New Water Rates, Meter Fees And A Capital Improvement Fee”

**Seconded by Councilmember
and on roll call**

**LOCAL LAW NO. 1 OF THE YEAR 2022
CITY OF BATAVIA**

**A LOCAL LAW TO AMEND §184-41(A), (B), (C), AND (O) OF THE CODE OF THE
CITY OF BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A
CAPITAL IMPROVEMENT FEE**

Be It Enacted by the City Council of the City of Batavia, New York as follows:

Section 1. § 184-41. Water rates.

A. Water Rates

City – Water – Quarterly Schedule

~~\$5.88~~ [\$5.97] per 1,000 gallons

Town Served Directly by the City – Building and Hydrants

~~\$7.54~~ [\$7.65] per 1,000 gallons

~~B. Bulk rate at water plant fill station: \$7.61 [\$7.88] per 1,000 gallons; cards: \$12.50 each.~~

Section 3. Effective Date

The foregoing amendment shall become effective with the water consumed ~~April 1, 2021~~
as billed on and after June 1, 2021 [April 1, 2022 billed on and after June 1, 2022]

C. Quarterly meter service and availability charge for meters:

Type	Size in Inches	Quarterly Fee
Disc	5/8	\$11.45 [\$11.62]
Disc	3/4	\$14.49 [\$14.71]
Disc	1	\$15.27 [\$15.50]
Disc	1 ½	\$25.94 [\$26.33]
Disc	2	\$36.02 [\$36.56]
Compound	2	\$30.51 [\$30.97]
Compound	3	\$116.04 [\$117.78]
Compound	4	\$184.71 [\$187.48]
Compound	6	\$279.02 [\$283.21]
Turbo	3	\$68.66 [\$69.69]
Turbo	4	\$116.04 [\$117.78]
Fireline	4	\$116.04 [\$117.78]
Fireline	6	\$184.71 [\$187.48]

Fireline	8	\$257.48 [\$261.34]
Fireline	10	\$336.24 [\$341.28]

All of the above meter service charges include the required remote reading encoder systems.

O. Quarterly Capital Improvement fee for meters:

Type	Size in Inches	Quarterly Fee
Disc	5/8	\$7.97 [\$8.09]
Disc	3/4	\$10.10 [\$10.25]
Disc	1	\$10.63 [\$10.79]
Disc	1 1/2	\$18.07 [\$18.34]
Disc	2	\$25.09 [\$25.47]
Compound	2	\$21.26 [\$21.58]
Compound	3	\$80.84 [\$82.05]
Compound	4	\$128.67 [\$130.60]
Compound	6	\$194.38 [\$197.30]
Turbo	3	\$47.83 [\$48.55]
Turbo	4	\$80.84 [\$82.05]
Fireline	4	\$80.84 [\$82.05]
Fireline	6	\$128.67 [\$130.60]
Fireline	8	\$179.37 [\$182.06]
Fireline	10	\$234.24 [\$237.75]

Deletions designated by ~~strikeout~~

Additions designated as [brackets]

#-2022

**A RESOLUTION ADOPTING THE CITY OF BATAVIA STRATEGIC PLAN FOR
FISCAL YEARS 22/23**

Motion of Councilmember

WHEREAS, the City Council has been engaged in the development of a City of Batavia Strategic Plan in recognition of the changing needs and challenges of the City of Batavia; and

WHEREAS, the intent of developing a Strategic Plan is to allocate our available resources to best meet the needs of our residents, while balancing the fiscal, infrastructure and environmental factors that may affect the community in the future; and

WHEREAS, on January 24, 2022 the City Council was presented with the proposed City of Batavia Strategic Plan for 2022-2027 that contained ongoing and new initiatives for the upcoming and future fiscal years; and

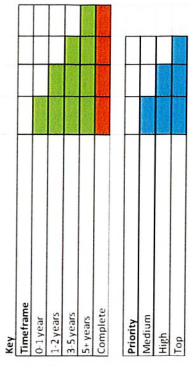
WHEREAS, the Strategic Plan for Fiscal Year 22/23 has been updated and amended by the City Manager, reviewed by Department Heads, presented to City Council, and included in Budget Book.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the City Council of the City of Batavia:

1. The Strategic Plan identifies initiatives and projects that allocate staff resources to ensure alignment with the adopted strategic priorities of City Council; and
2. The Strategic Plan is a working document, it is non-binding, but is the first of many steps toward improving rational, long-range planning for the City of Batavia.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Batavia hereby adopts the Strategic Plan for Fiscal Year 22/23.

**Seconded by Councilmember
and on roll call**



Operational Excellence

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (%) Complete
Police Accreditation	Review accreditation process							100%
	Acceptance into accreditation program							100%
	Appoint an accreditation officer							100%
	Review policies and procedures to align with accreditation standards							50%
	Request mock assessment							0%
	Complete final assessment							0%
Police Accreditation	Receive final accreditation certificate			Police Chief	Training Council, Lexipol	City General Fund Budget	Professional Policing Act of 2021	0%
	Receive re-accreditation							0%
Police Department Community Survey	Create survey							100%
	Review survey with Police Advisory Collaboration Stakeholder Group							100%
	Release survey to community							100%
	Tabulate and review results							100%
	Determine potential impacts of survey							100%
ERP Organization Financial and Planning Software Implementation	Financial software							100%
	HR Payroll software							100%
	Utility Billing software			Assistant City Manager	All internal departments			62%
	EnergyGov software					Bond	2017 Strategic Plan	34%
Information Technology Planning, Development and Upgrades	Windows 10 upgrade							100%
	New server build project							100%
	Remote working improvements							100%
	Fiber internet connectivity							100%
	Technology upgrade strategic plan (MDT's, radios, City Phone system) and replacement schedule			Assistant City Manager	Various IT consultants	Administrative reserves	IT Infrastructure Improvement Plan	0%
Maintain CRS Rating- 7	Continued NFIP and CRS activities to maintain a rating of 7 or better.							Continuous
	Ongoing public awareness and publicity of flood hazards and resources				Internal staff, real estate agents, community leaders			Continuous
	Prepare for FEMA map updates Prepare for Federal NFIP changes			Fire Chief, Assistant City Manager		Operating budget	2017 Strategic Plan	Continuous
Maintain Budget Process and Financial Management Standards	Continued excellence in budgeting, financial planning and capital planning			City Manager, Deputy Director of Finance	NYCOM, GFOA	Operating budget	2017 Strategic Plan	Continuous

Key	Timeframe	Priority
	0 - 1 year	Maximum
	1 - 2 years	High
	3 - 5 years	Medium
	5+ years	Low
	Complete	Not Top

Operational Excellence

Project/Initiative	Timeline	Priority	Department	Strategic Plan	Operating Budget	Percentage
Continue Talent Management Strategy	Implement performance reviews	High	City Manager, Human Resources Director	2017 Strategic Plan	Operating budget	0%
	Continue city recognition program	High				Continuous
	Encourage training	High				Continuous
	Succession planning	High				Continuous
Foster leadership at all levels	High				Continuous	
Review and Update CEMP	The City of Batavia Comprehensive Emergency Management Plan (CEMP) needs to be updated and refreshed	High	Police chief, Fire Chief	2021 Strategic Plan	Operating budget	100%
		High				
		High				
		High				
Fleet Replacement Plan and Strategic Budgeting	Continued monitoring and investment into replacing the City's aging fleet of vehicles	High	City Manager, Director of Public Works, Police Chief, Fire Chief	2022 Strategic Plan	Capital Plans, reserves	Continuous
		High				
		High				
		High				
Prepare for closure of the Water Treatment Plant (WTP) and Future of the City Water Distribution System	Investment in WTP critical equipment	High	City Manager, Director of Public Works	2022 Strategic Plan		15%
	Assist the County with increasing capacity and conservation efforts	High				15%
	Continued communication with the County on MCW Phase 2 and 3	High				15%
	lead line replacement in the City	High	Superintendent of Water and Waste, Water Plant Chief	40 year sales tax agreement, ARPA		10%
	Study ROI of City keeping water distribution and/or negotiating with MCWA for take over of City water system	High	Superintendent of Maintenance, County, Consulting Engineers, City Council	Priorities, 2022 Strategic Plan	ARP, infrastructure grants, reserves	0%
		High				
Strategic Planning in Wastewater and Wastewater Treatment Plant	Maximum Allowable Headwork's Loadings Evaluation	High	City Manager, Director of Public Works	2022 Strategic Plan		10%
	Engineering evaluation and updated Capital Improvement Plan	High	Superintendent of Water and Waste, Waste Water Plant Chief			20%
	Updated wholesale cost of service analysis	High				0%
	Capacity valuation and wholesale metering and retail rate agreement	High	Chief Operating Officer	ARPA Priorities, 2022 Strategic Plan	ARP, infrastructure grants, reserves	0%

Key	Timeframe	Priority
0-1 year	High	High
1-2 years	Medium	Medium
3-5 years	Low	Low
5+ years	Low	Low
Complete	Low	Low
Priority	High	High
Medium	Medium	Medium
High	Low	Low
Top	Low	Low

Neighborhoods, Parks & Recreation

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Bikeable/Walkable Batavia	Dedicated bike lanes added to key corridors	High	High	Director of Public Works				Continuous
	Ellicott Trail	High	High	Town of Batavia, City, County				100%
	Bike route signage	High	High	Director Public Works				Continuous
	Downtown wayfinding signage to encourage walking community	High	High	BID, BDC	DOT, BID, BDC	Grants, capital funds	Complete Streets, DRY, Comp Plan	0%
Review, Implement, Update Tree Management Plan	Update tree inventory and plan for increase in tree planting on an annual basis	High	High	Director of Public Works, Superintendent of Maintenance	City Manager, National Grid	Grants, capital funds, operating funds	Comprehensive Tree Management Plan- 2017	15%
Reimagine Areas of Batavia in the Flood Plain	Create a strategy to move the City forward and bring more value to properties in the flood plain	High	High	Assistant City Manager, Fire Chief	Department Heads, BDC, consultants	Grants	Comp Plan	0%
Deer Management Plan Implementation	Approve deer management plan	High	High					100%
	Promulgate policies and procedures	High	High					100%
	Select officer in charge	High	High					100%
	Recruit land owners	High	High					0%
	Develop training curriculum	High	High					0%
	Recruit and qualify hunters	High	High					100%
	Apply for permits with DEC	High	High	Police Chief, Assistant City Manager	DEC, Public Works	Operating budget	City of Batavia Deer Management Plan 2020	100%
	Implement plan	Annual plan assessment report	High	High				100%

Key	
Timeframe	
0-1 year	
1-2 years	
3-5 years	
5+ years	
Complete	
Priority	
Medium	
High	
Top	

Neighborhoods, Parks & Recreation

Elevate the role of residents in improving neighborhoods	Create a comprehensive program that residents and neighborhoods can use to start to work as a group to improve their neighborhoods.				Assistant City Manager	Pathstone, Habitat for Humanity, Neighborhood Works	Operating budget	CZB Plan, Comp Plan	10%
Create a comprehensive housing strategy for the City	The City needs to have a comprehensive housing growth strategy completed to ensure proper development in correct areas.				City Manager, Assistant City Manager	GCEDC, BDC, BID	Grants	2022 Strategic Plan	0%
City parks and recreation master plan	The maintenance and enhancement of the City's parks need to be planned for. Parks are a major driver of resident overall satisfaction.				Director of Public Works, City Manager, Superintendent of Maintenance	Genesee County, Town of Batavia	Grants	Comp Plan	0%
Review of City Codes and Ordinance					City Council, City Manager, Legal Counsel, Assistant City Manager, Director of Public Works	Superintendent of Water and Waste Water, Superintendent of Maintenance	Operations	2022 Strategic Plan	0%
Enhanced Community Relations and Employee Satisfaction through Neighborhood Safety Initiatives	Create and enhance programs that directly impact employee satisfaction while providing enhanced public safety services to neighborhoods				Police Chief, Asst. Police Chief, City Manager	City Council	Operating Fund	2022 Strategic Plan	0%

#-2022

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN INVESTMENT POLICY
FOR THE CITY OF BATAVIA, NEW YORK**

Motion of Councilmember

WHEREAS, the City of Batavia is the custodian of moneys and is authorized to invest such money; and

WHEREAS, the City's independent auditor has recommended an investment policy be updated and reviewed annually by Council; and

WHEREAS, the Council of the City of Batavia originally adopted the Investment Policy April 11, 2011 and has subsequently revised and adopted it each year thereafter; and

WHEREAS, such policy is in compliance with the current legal requirements under New York State General Municipal Law Sections 10 and 11 and is in the required format mandated by the State Comptroller; and

WHEREAS, said policy has been reviewed and approved by both the City's Fiscal Advisor and the City's Independent Auditor;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia, New York hereby authorizes the adoption of the attached Investment Policy effective immediately.

**Seconded by Councilmember
and on roll call**

City of Batavia Investment Policy

I. Scope

This investment policy applies to all money and other financial resources available to the City of Batavia for deposit and/or investment on its own behalf or on behalf of any other entity or individual.

II. Objective

The primary objectives of the local government's investment activities are, in priority order:

1. To conform with all applicable federal, State and other legal requirements (legality)
2. To adequately safeguard principal (safety)
3. To provide sufficient liquidity to meet all operating requirements (liquidity)
4. To obtain a reasonable rate of return (yield)

III. Delegation of Authority

The governing board's responsibility for administration of the investment program is delegated to the City Manager who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Batavia to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment, and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety and liquidity of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict or appear to conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. Diversification

It is the policy of the City of Batavia to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

The governing board shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

VI. Internal Controls

It is the policy of the City of Batavia for all moneys collected by any officer or employee of the government to transfer those funds to the Clerk-Treasurer within one (1) day of receipt, or within the time period specified by law, whichever is shorter.

The City Manager is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

VII. Designation of Depositories

The banks and trust companies that are authorized for the deposit of funds:

<u>Depository Name</u>	<u>Officer</u>
Bank of Castile	Jaime Sallome
Bank of America	Timothy Clark
JP Morgan Chase	Pamela Thompson
Key Bank	Julie Holman
Manufacturers & Traders Trust Company	Joe Cosimeno
Five Star Bank	Jane Scott
Edward Jones Investments	
BankonBuffalo	David Paul

**Per a December 14, 2020 resolution passed by The City of Batavia City Council, this policy allows the City Manager, in consultation with the City Clerk-Treasurer and Deputy Director of Finance, to authorize the deposit of funds into established financial institutions so the City can make investments in a timely manner to ensure maximum return of the taxpayer's money. Furthermore, to ensure full accountability and transparency, the City Manager must advise Council of the new financial institution added, if any, to the list of designated depositories at the next council meeting during the City Manager's report.*

VIII. Securing Deposits and Investments:

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of the City of Batavia that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by:

1. A pledge of "eligible securities" with an aggregate "market value" (as provided in GML Section 10) that is at least equal to the aggregate amount of deposits by the officers. See Attachment A of this policy for a listing of "eligible securities."
2. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within the State at the bank or trust company

3. An “eligible surety bond” payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed-upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The governing board shall approve the terms and conditions of the surety bond.
4. An “irrevocable letter of credit” issued in favor of the City of Batavia by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100% of the aggregate amount of deposits and the agreed-upon interest, if any.

IX. Collateralization and Safekeeping

Eligible securities used for collateralizing deposits made by officers of the City of Batavia shall be held by (the depository or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are being pledged to secure such deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon a default. It shall also provide the conditions under which the securities (or pro rata portion of a pool of eligible securities) may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities.

In the event that the pledged securities are not registered or inscribed in the name of the City of Batavia, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the City of Batavia or the custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the government in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that pledged securities (or the pro rata portion of a pool of eligible securities) will be held by the bank or trust company as agent of, and custodian for, the City of Batavia, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substitution, or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the City of Batavia with a perfected security interest in the eligible securities and to otherwise secure the local government’s interest in the collateral, and may contain other provisions that the governing board deems necessary.

X. Permitted investments

As provided by General Municipal Law Section 11, the City of Batavia authorizes the City Manager to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York
- Through a deposit placement that meets the conditions set forth in General Municipal Law Section 10(2)(a)(ii)
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York
- Obligations of the City of Batavia, but only with moneys in a reserve fund established pursuant to General Municipal Law Section 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Batavia within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event at the option of the City of Batavia within two years of the date of purchase. Time deposit accounts and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as provided in Sections VIII and IX herein.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the City of Batavia authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the City of Batavia within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. Authorized financial institutions and dealers

All financial institutions and dealers with which the City of Batavia transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size, and other factors that make the financial institution or the dealer capable and qualified to transact business with the City of Batavia. The City Manager shall evaluate the financial position and maintain a listing of proposed depositories, trading partners, and custodians. Recent Reports of Condition and Income (call reports) shall be obtained for proposed banks, and security dealers that are not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers.

The City of Batavia shall maintain a list of financial institutions and dealers approved for investment purposes, and establish appropriate limits to the amounts of investments that can be made with each financial institution or dealers.

XII. Purchase of investments

The City Manager is authorized to contract for the purchase of investments:

1. Directly, from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold, or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Batavia by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the City of Batavia, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the local government's perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the City of Batavia with a perfected interest in the securities.

The City Manager can direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. Courier service

The City Manager may, subject to the approval of the governing board by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the City of Batavia and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier service.

The City of Batavia may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the City of Batavia in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the banking department or other federal or State authority.

XIV. Annual review and amendments

The City of Batavia shall review this investment policy annually, and it shall have the power to amend this policy at any time.

XV. Definitions

The terms “public funds”, “public deposits”, “bank”, “trust company”, “eligible securities”, “eligible surety bond”, and “eligible letter of credit” shall have the same meanings as set forth in General Municipal Law Section 10.

XVI. Reference(s)

- City of Batavia Charter
- New York State General Municipal Code

Original Author: Lisa Neary, Deputy Director of Finance
Heidi Parker, Clerk/Treasurer

Date Revised/ Adopted	4/11/11	2/27/12	3/11/13	2/19/14	3/9/15	3/14/16	3/13/17	3/12/18
Revised by		L Neary	L Neary	L Neary	L Neary	H Parker	H Parker	H Parker
Date Adopted	3/9/2020	12/14/2020						
Revised by	H Parker	H Parker						

Attachment A

Schedule of Eligible Securities

(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by this state, obligations issued by a

municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which under specific state statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than this state) of the United States rated in one of the three highest categories at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

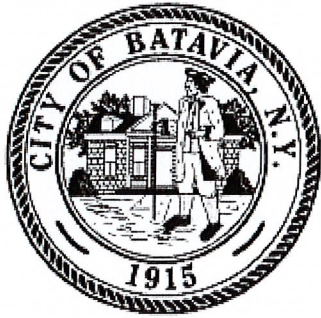
(vii) Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

(x) Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of no longer than sixty days from the date they are being pledged.

(xi) Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".



City of Batavia

TO: Rachael Tabelski, City Manager
FROM: Lisa Neary, Deputy Director of Finance
DATE: February 17, 2022
RE: Parking Permits and Employee Accrued Liability Reserve

In preparation of the City's fiscal year end, there are certain resolutions that require Council action.

- Annually the City transfers dumpster permit revenue and parking permit revenue received throughout the fiscal year into the parking lot reserve to assist with future replacement and improvements to the City's parking lots.
- Annually, Employee Benefit Accrued Liability Reserve is used to cover moneys paid out throughout the year to employees who retired or terminated their employment with the City. In the fiscal year ending March 31, 2022, the City has had three employees who have retired/resigned.

Attached please find resolutions supporting these actions to be presented to City Council at the February 28, 2022 conference meeting. Please let me know if you have any questions.

#-2022

**A RESOLUTION TRANSFERRING \$4,175 TO THE PARKING LOT CAPITAL
RESERVE FUND**

Motion of Councilmember

WHEREAS, pursuant to General Municipal Law 6-c the City of Batavia has an established Parking Lot Reserve Fund; and

WHEREAS, the City of Batavia, through December 31, 2021, received parking and dumpster permit revenue in the amount of \$4,175 and is desirous of transferring said \$4,175 to the Parking Lot Capital Reserve Fund to assist with future replacement and improvements of City parking lots.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby authorize the transfer \$4,175 of parking and dumpster permit revenue to the Parking Lot Capital Reserve Fund.

**Seconded by Councilmember
and on roll call**

DRAFT

#-2022

A RESOLUTION TRANSFERRING FROM THE EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE AND TO AMEND THE BUDGET

Motion of Councilmember

WHEREAS, pursuant to General Municipal Law 6-p, the City of Batavia has an established Employee Benefit Accrued Liability Reserve fund for payment of accrued benefits due to employees upon termination of the employees' service; and

WHEREAS, the City of Batavia for the fiscal year ending March 31, 2022 has approximately \$225,923 of Employee Benefit Accrued Liability Reserve; and

WHEREAS, the City of Batavia for the fiscal year ending March 31, 2022 will have had seven employees retire/terminate from General Fund employment with payable accrued employee benefits totaling approximately \$70,372.59.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is hereby authorized to use approximately \$70,372.59 of Employee Benefit Accrued Liability Reserve to make the following budget transfers:

Effective March 31, 2022, the following transfers are hereby approved:

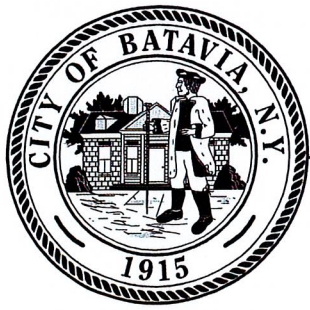
Increasing expenditure accounts:

Fire Department	A.05.3410.3410 100	\$ 59,365.19
Fire Department	A.05.3410.3410 101	\$ 3,183.12
Fire Department	A.05.3410.3410 102	\$ 1,061.04
Fire Department	A.05.3410.3410 103	\$ 623.30
Fire Department	A.05.3410.3410 105	\$ 24.21
Bureau of Maintenance	A.03.5010.5110 100	\$ 5,376.00
Bureau of Maintenance	A.03.5010.5110 103	\$ 739.73

Increasing revenue account:

Appropriated Employee Benefit Accrued Liability Reserve	A.00.0000.0000 0511.2109	\$ 70,372.59
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**Seconded by Councilmember
and on roll call**



City of Batavia

Memorandum

To: Rachael Tabelski, City Manager

From: Michael Ficarella, Superintendent of Water and Wastewater

Date: February 23, 2022

Subject: Chemical Bids

The Bureau of Water and Wastewater issued a Request for Bids on January 10, 2022 for chemicals to be used at the Water Filtration Plant and Wastewater Treatment Plant during the 2022/2023 fiscal year. The chemicals are used in various aspects of the treatment processes at these facilities.

Bids documents were opened on February 14, 2022 and reviewed by City staff. The lowest responsible bidders are identified as follows:

<u>COMPANY NAME</u>	<u>CHEMICAL</u>	<u>BID AMOUNT</u>
Carmeuse Lime	Quicklime	\$190.40 / ton
CDI	Ferric Sulfate	\$1,282.38 / ton
Slack Chemical	Fluosilicic Acid	\$998.32 / ton
Irish Welding	Carbon Dioxide	\$355.80 / ton
Chem Trade	Liquid Alum	\$421.00 / ton
Slack Chemical	Liquid Phosphate	\$636.76 / drum

We recommended City Council award this contract at their March 14, 2022 business meeting.

#-2022

RESOLUTION AWARDING PURCHASE CONTRACTS FOR CHEMICALS

Motion of Councilmember

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

WHEREAS, Eight (8) companies submitted bids, and six (6) low bidders were identified for the six (6) chemicals.

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

Company Name	Chemical	Bid Amount
Carmeuse Lime	Quicklime	\$ 199.00/Ton
CDI	Ferric Sulfate	\$ 1,282.38/Ton
Slack Chemical	Fluosilicic Acid	\$ 998.32/Ton
Irish Welding	Carbon Dioxide	\$ 355.80/Ton
Chem Trade	Liquid Alum	\$ 421.00/Ton
Slack Chemical	Liquid Phosphate	\$636.76/Drum

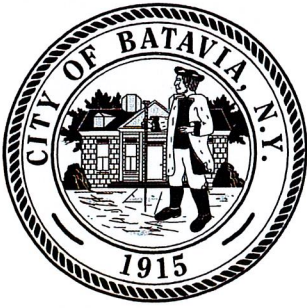
**Seconded by Councilmember
and on roll call**

CITY OF BATAVIA, NEW YORK BID #22-01
 CHEMICAL BIDS RECEIVED February 14, 2022 @ 10:00 AM

Company	Quicklime	Ferric Sulfate	Fluocilicic Acid	Carbon Dioxide	Liquid Alum	Liquid Phosphate
Coyne						\$670.738/drum
Carmeuse	\$199/ton					
eDI		\$1,282.38/ton				
Shannon			\$1322.77			\$777.77/drum
Thatcher					\$544.0562/dry ton	
Chem Trade					\$421.00/dry ton	
Irish Welding				\$355.80		
Slack			\$998.32		\$748.00	\$636.76/drum

Received by: Meg Gulbin

Witnessed by: [Signature]



City of Batavia

Memorandum

To: Rachael Tabelski, City Manager

From: Michael Ficarella, Superintendent of Water and Wastewater

Date: February 23, 2022

Subject: Minnow Harvesting Bid #22-02 Award Recommendation

On February 14, 2022 bid were received per bid #22-01, "Request for Bids to Harvest Fat Head Minnows," as prepared by the Bureau of Water and Wastewater. In total, two bids were received for the rights to harvest the minnows at the Wastewater Treatment Facility. A review and analysis of the highest responsible bidder has been completed.

It is my recommendation that Ron Hutcheson be awarded the contract as the highest responsible bidder. It should be noted that this contract has provisions to be renewed for an additional two years, if mutually agreeable.

Supporting Documentation:

Resolution
Bid Tabulation

#-2022
RESOLUTION AWARDING THE CONTRACT FOR
HARVESTING FAT HEAD MINNOWS

Motion of Councilmember

WHEREAS, the City has advertised for competitive, sealed bids for the harvesting of Fat Head Minnows at the Wastewater Treatment facility located at 5 Treadeasy Avenue; and

WHEREAS, a competitive bid was submitted by Ron Hutcheson for the harvesting of Fat Head Minnows;

WHEREAS, Ron Hutcheson is the highest responsible bidder with a bid paying the City \$27,000.00 with the option of two additional years paying the City; year two at \$28,000 and year three at \$29,000;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that a purchase contract for harvesting Fat Head Minnows be awarded to Ron Hutcheson the highest responsible bidder.

Seconded by Councilmember
and on roll call

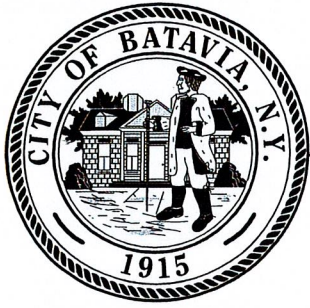
**CITY OF BATAVIA
 BID TABULATION #22-02**

FOR: HARVESTING OF THE FAT HEAD MINNOWS # 22-02 – February 14, 2022 11:00 AM

BIDDERS	AMOUNT PAID TO THE CITY 2022	AMOUNT PAID TO THE CITY 2023	AMOUNT PAID TO THE CITY 2024
Ron Hutcherson	\$27,000	\$28,000	\$29,000
Ray Daniels	\$27,000	\$27,000	\$27,000

Signed Meg Culano

Witnessed by [Signature]



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: February 16, 2022

Subject: Execution of Agreement with Hunt Engineers for Architecture and Engineering Services for City Centre/Mall Rehabilitation DRI Project

The City of Batavia issued a Request for Proposals (RFP) for architecture and engineering services for the design of the improvements of the City Centre/Mall as a part of the \$1 Million Downtown Revitalization Initiative (DRI).

Three firms responded with proposals, and two were selected as finalists by the City to interview and discuss their qualifications, expertise, and ability to deliver a project on-time and on-budget.

After meeting with a panel of City staff and the Batavia Development Corporation, I recommend selecting Hunt Engineers, of Rochester, for architectural and engineering services. The total cost of the contract is \$99,317.

Hunt has completed many comparable projects locally including the Commissary at Sibley Square, Wegmans Food Markets re-use project, and the Regal Cinema Complex Repurposing project. They bring together a team of professionals dedicated to drive the public rebirth of the Batavia City Centre Mall and re-establishing Main Street as a destination. The HUNT team in conjunction with Vargas Associates has a long-established reputation for the creation of adaptive reuse projects and involves a customized unique approach.

Attached is the contract for you review. I recommend that the City Council of the City of Batavia authorize the City Council President to execute the agreement for architectural and engineering services with Hunt Engineers for the City Centre/Mall Rehabilitation DRI Project.

#-2022

**A RESOLUTION TO ENTER INTO AN AGREEMENT
WITH HUNT ENGINEERS FOR ARCHITECTURE AND ENGINEERING
SERVICES FOR THE DOWNTOWN REVITALIZATION INITIATIVE (DRI)
CITY CENTRE MALL**

Motion by Councilmember

WHEREAS, a Project for the enhancement of the Batavia City Centre/Mall was approved for the Downtown Revitalization Initiative (DRI) in the City of Batavia; and

WHEREAS, three proposals were received for a consultant to perform the Engineering Services, and a committee of City personnel and stakeholders selected Hunt Engineers of Rochester, New York to perform the work.

NOW, THEREFORE, BE IT RESOLVED, that City Council approves the award of a contract for Engineering Services for the enhancement of the City Centre/Mall to Hunt Engineers in the amount of \$99,317 plus reimbursable expenses.

Motion Seconded by Councilmember
And on roll call

AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Batavia
City Hall
One Batavia City Centre
Batavia, NY 14020

and the Architect:
(Name, legal status, address and other information)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
4 Commercial Street, Suite 300
Rochester, NY 14614

for the following Project:
(Name, location and detailed description)

Main Street City Centre Mall
102 Main Street
Batavia, NY 14020

The Owner and Architect agree as follows.

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| Exhibit A – Proposal letter dated November 24, 2021 from Benjamin Gustafson to Rachael Tabelski.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| The project cost is One Million Dollars (\$1,000,000).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

- .2 Construction commencement date:

- .3 Substantial Completion date or dates:

- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

.2 Environmental Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael Trapanovski, AIA, Project Manager
HUNT-EAS
4 Commercial Street, Suite 300
Rochester, NY 14614
(585) 327-7950
TrapanovskiM@hunt-eas.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Interior Designer:

Vargas Associates
40 Humboldt St. #101
Rochester, NY 14609
(585) 730-8260

.2 Cost Estimating:

Trophy Point
4588 South Park Avenue
Buffalo, NY 14219

(Paragraphs deleted)(716) 823-0006

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit A – Proposal letter dated November 24, 2021 from Benjamin Gustafson to Rachael Tabelski.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Four Million (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Six Million (\$ 6,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service
§ 4.1.1.3 Measured drawings	Architect – Basic Service, limited to identified areas in RFP
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Additional Service

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect – Additional Service
§ 4.1.1.8 Civil engineering	Architect – Work to only include areas where renovation to entries are to take place and up to the line of the City of Batavia sidewalks
§ 4.1.1.9 Landscape design	Architect – Work to only include areas where renovation to entries are to take place and up to the line of the City of Batavia sidewalks
§ 4.1.1.10 Architectural interior design	Architect – Basic Service
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect – Basic Service
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect – Basic Service
§ 4.1.1.16 As-constructed record drawings (CADD)	Architect – Additional Service
§ 4.1.1.17 Post-occupancy evaluation	Architect – Additional Service
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect – Basic Service
§ 4.1.1.21 Telecommunications/data design	Architect – Additional Service
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect – Additional Service
§ 4.1.1.25 Fast-track design services	Architect – Additional Service
§ 4.1.1.26 Multiple bid packages	Architect – Additional Service
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	Architect – Additional Service
§ 4.1.1.30 Other Supplemental Services	Architect – Additional Service
§ 4.1.1.31 LEED® Certification (B214™-2007)	Not Provided
§ 4.1.1.32 Hazardous materials sampling & testing	Owner
§ 4.1.1.33 Hazardous material design	Architect – Additional Service
§ 4.1.1.34 Asbestos Project Monitor	Owner
§ 4.1.1.35 Land Survey	Not Provided
§ 4.1.1.36 Storm Water Pollution Prevention Plan (SWPPP)	Not Provided
§ 4.1.1.37 SWPP Inspections	Not Provided
§ 4.1.1.38 SEQRA Environmental Assessment Form (EAF)	Architect – Additional Service
§ 4.1.1.39 SEQRA Environmental Impact Statement (EIS)	Not Provided
§ 4.1.1.40 Draft Environmental Impact Statement (DEIS)	Not Provided
§ 4.1.1.41 Wetlands permit & mitigation	Not Provided
§ 4.1.1.42 Wetlands delineation	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.43 Traffic Study	Not Provided
§ 4.1.1.44 Near-End Warranty Inspection	Architect – Additional Service
§ 4.1.1.45 Virtual Reality Walk Throughs	Architect – Additional Service
§ 4.1.1.46 Filter Study	Architect – Additional Service
§ 4.1.1.47 Special 3D Rendering	Architect – Additional Service
§ 4.1.1.48 Energy Rebates	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

- > Building Information Model management responsibilities - Mutually agreed upon stipulated price to be determined later.
- > Development of Building Information Models for post construction use - Mutually agreed upon stipulated price to be determined later.
- > As-constructed record drawings (CADD) - Mutually agreed upon stipulated price to be determined later.
- > Post-occupancy evaluation - Mutually agreed upon stipulated price to be determined later.
- > Telecommunications/data design - Mutually agreed upon stipulated price to be determined later.
- > Sustainable Project Services pursuant to Section 4.1.3 - Mutually agreed upon stipulated price to be determined later.
- >Fast-track design services - Mutually agreed upon stipulated price to be determined later.
- > Multiple bid packages - Mutually agreed upon stipulated price to be determined later.
- > Furniture, furnishings, and equipment design - Mutually agreed upon stipulated price to be determined later
- > Other services provided by specialty Consultants – Specialty systems evaluation and new systems designs, including but not limited to:
 - Acoustical Design - Mutually agreed upon stipulated price to be determined later.
 - Food Service Design - Mutually agreed upon stipulated price to be determined later.
 - Performance Sound System Design - Mutually agreed upon stipulated price to be determined later.
 - Theatrical Systems Design –Mutually agreed upon stipulated price to be determined later.
- > Other Supplemental Services - Mutually agreed upon stipulated price to be determined later.
- > Hazardous Material Abatement Design - Mutually agreed upon stipulated price to be determined later.
- > SEQRA Environmental Assessment Form (EAF) - Mutually agreed upon stipulated price to be determined later.
- > Near-End Warranty Inspection - Mutually agreed upon stipulated price to be determined later.
- > Virtual Reality Walk Throughs - Mutually agreed upon stipulated price to be determined later.
- > Filter Study - Mutually agreed upon stipulated price to be determined later.
- > Special 3D Rendering - Mutually agreed upon stipulated price to be determined later.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

- > Cost estimating – Construction cost estimates based on Initial Information, Project requirements and available Design Phase documents.
- > Hazardous Material Project Monitoring & Onsite Observation – Abatement Monitoring and fees associated with monitoring, and onsite observation and reporting of Abatement Work progress.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid beyond 5% of the cost of the work or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-Weekly visits to the site by the Architect during construction; this includes biweekly on-site meetings throughout the construction phase which is assumed to be 228 days. The Biweekly on-site meeting will be coordinated to coincide with once a month on-site draw meeting. Additional meetings taking place onsite will be billed at an hourly rate. During alternate weeks, a 30-minute, virtual progress call will be scheduled to review and discuss items that may need to be addressed at following on-site meeting.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and sampling and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include alternates beyond 5% of the total cost of the work, contingencies for design, bidding, and price escalation; to determine what materials,

equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the
(Paragraphs deleted)
Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.7 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.8 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services. If the Owner chooses to adjust the budget, the Architect may adjust their fee accordingly. under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.9 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.10 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.11 **The Architect may adjust their fee accordingly** if the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services

for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

Termination Fee:

Full payment for work completed to date of termination

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Mutually agreed upon stipulated sum to be determined later

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) Stipulated sum of Ninety-Nine Thousand, Three Hundred and Seventeen Dollars \$99,317.00, plus reimbursable expenses.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

.1 For all other Architect's Supplemental Services designated in Section 4.1.1, and not specifically listed above and by Exhibit, shall be at a Mutually agreed upon stipulated price to be determined later.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Eight percent (28	%)
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Design Development Phase	Twenty-Five	percent (25	%)
Construction Documents Phase	Twenty-Two	percent (22	%)
Bidding Phase	Two	percent (	2	%)
Construction Phase	Twenty-Three	percent (	23	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraph deleted)

- .6 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

§ 11.8.2 For Reimbursable Expenses such as plotting, photocopies, prints, and mileage, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred. Reimbursable Expenses such as photography, postage, telephone, etc. will be billed at cost plus Ten (10%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Interest Rate - 1% per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Proposal letter dated November 24, 2021 from Benjamin Gustafson to Rachael Tabelski.
Exhibit B – HUNT Staff Rate 2021-2022.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

Rachel Tabelski City Manager
(Printed name and title)

ARCHITECT *(Signature)*

Benjamin Gustafson Principal
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:15:49 ET on 02/16/2022.

PAGE 1

City of Batavia
City Hall
One Batavia City Centre
Batavia, NY 14020

...

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
4 Commercial Street, Suite 300
Rochester, NY 14614

...

Main Street City Centre Mall
102 Main Street
Batavia, NY 14020

PAGE 2

Exhibit A – Proposal letter dated November 24, 2021 from Benjamin Gustafson to Rachael Tabelski.

...

The project cost is One Million Dollars (\$1,000,000).

PAGE 3

Competitive bid

...

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

PAGE 4

.2 Civil-Environmental Engineer:

...

Michael Trapanovski, AIA, Project Manager
HUNT-EAS
4 Commercial Street, Suite 300

Rochester, NY 14614
(585) 327-7950
TrapanovskiM@hunt-cas.com

...

~~.1~~ ~~Structural Engineer:~~Interior Designer:

Vargas Associates
40 Humboldt St. #101
Rochester, NY 14609
(585) 730-8260

...

~~.2~~ ~~Mechanical Engineer:~~Cost Estimating:

Trophy Point
4588 South Park Avenue
Buffalo, NY 14219

~~.3~~ ~~Electrical Engineer:~~

(716) 823-0006

...

Exhibit A – Proposal letter dated November 24, 2021 from Benjamin Gustafson to Rachael Tabelski.

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§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Four Million (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Six Million (\$ 6,000,000) in the aggregate.

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§ 4.1.1.1	Programming	<u>Architect – Basic Service</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect – Basic Service</u>
§ 4.1.1.3	Measured drawings	<u>Architect – Basic Service, limited to identified areas in RFP</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>

§ 4.1.1.5	Site evaluation and planning	Architect – Basic Service
§ 4.1.1.6	Building Information Model management responsibilities	Architect – Additional Service
§ 4.1.1.7	Development of Building Information Models for post construction use	Architect – Additional Service
§ 4.1.1.8	Civil engineering	Architect – Work to only include areas where renovation to entries are to take place and up to the line of the City of Batavia sidewalks
§ 4.1.1.9	Landscape design	Architect – Work to only include areas where renovation to entries are to take place and up to the line of the City of Batavia sidewalks
§ 4.1.1.10	Architectural interior design	Architect – Basic Service
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Architect – Basic Service
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Architect – Basic Service
§ 4.1.1.16	As-constructed record drawings (CADD)	Architect – Additional Service
§ 4.1.1.17	Post-occupancy evaluation	Architect – Additional Service
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	Architect – Basic Service
§ 4.1.1.21	Telecommunications/data design	Architect – Additional Service
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Architect – Additional Service
§ 4.1.1.25	Fast-track design services	Architect – Additional Service
§ 4.1.1.26	Multiple bid packages	Architect – Additional Service
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect – Additional Service
§ 4.1.1.29	Other services provided by specialty Consultants	Architect – Additional Service
§ 4.1.1.30	Other Supplemental Services	Architect – Additional Service
§ 4.1.1.31	LEED® Certification (B214™-2007)	Not Provided
§ 4.1.1.32	Hazardous materials sampling & testing	Owner
§ 4.1.1.33	Hazardous material design	Architect – Additional Service
§ 4.1.1.34	Asbestos Project Monitor	Owner
§ 4.1.1.35	Land Survey	Not Provided
§ 4.1.1.36	Storm Water Pollution Prevention Plan (SWPPP)	Not Provided
§ 4.1.1.37	SWPP Inspections	Not Provided
§ 4.1.1.38	SEQRA Environmental Assessment Form (EAF)	Architect – Additional Service
§ 4.1.1.39	SEQRA Environmental Impact Statement (EIS)	Not Provided
§ 4.1.1.40	Draft Environmental Impact Statement (DEIS)	Not Provided
§ 4.1.1.41	Wetlands permit & mitigation	Not Provided
§ 4.1.1.42	Wetlands delineation	Not Provided

§ 4.1.1.43 Traffic Study	<u>Not Provided</u>
§ 4.1.1.44 Near-End Warranty Inspection	<u>Architect – Additional Service</u>
§ 4.1.1.45 Virtual Reality Walk Throughs	<u>Architect – Additional Service</u>
§ 4.1.1.46 Filter Study	<u>Architect – Additional Service</u>
§ 4.1.1.47 Special 3D Rendering	<u>Architect – Additional Service</u>
§ 4.1.1.48 Energy Rebates	<u>Not Provided</u>

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- > Building Information Model management responsibilities - Mutually agreed upon stipulated price to be determined later.
- > Development of Building Information Models for post construction use - Mutually agreed upon stipulated price to be determined later.
- > As-constructed record drawings (CADD) - Mutually agreed upon stipulated price to be determined later.
- > Post-occupancy evaluation - Mutually agreed upon stipulated price to be determined later.
- > Telecommunications/data design - Mutually agreed upon stipulated price to be determined later.
- > Sustainable Project Services pursuant to Section 4.1.3 - Mutually agreed upon stipulated price to be determined later.
- > Fast-track design services - Mutually agreed upon stipulated price to be determined later.
- > Multiple bid packages - Mutually agreed upon stipulated price to be determined later.
- > Furniture, furnishings, and equipment design - Mutually agreed upon stipulated price to be determined later
- > Other services provided by specialty Consultants – Specialty systems evaluation and new systems designs, including but not limited to:
 - _____ Acoustical Design - Mutually agreed upon stipulated price to be determined later.
 - _____ Food Service Design - Mutually agreed upon stipulated price to be determined later.
 - _____ Performance Sound System Design - Mutually agreed upon stipulated price to be determined later.
 - _____ Theatrical Systems Design –Mutually agreed upon stipulated price to be determined later.
- > Other Supplemental Services - Mutually agreed upon stipulated price to be determined later.
- > Hazardous Material Abatement Design - Mutually agreed upon stipulated price to be determined later.
- > SEQRA Environmental Assessment Form (EAF) - Mutually agreed upon stipulated price to be determined later.
- > Near-End Warranty Inspection - Mutually agreed upon stipulated price to be determined later.
- > Virtual Reality Walk Throughs - Mutually agreed upon stipulated price to be determined later.
- > Filter Study - Mutually agreed upon stipulated price to be determined later.
- > Special 3D Rendering - Mutually agreed upon stipulated price to be determined later.

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- > Cost estimating – Construction cost estimates based on Initial Information, Project requirements and available Design Phase documents.
- > Hazardous Material Project Monitoring & Onsite Observation – Abatement Monitoring and fees associated with monitoring, and onsite observation and reporting of Abatement Work progress.

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- .6 Preparation of design and documentation for alternate bid beyond 5% of the cost of the work or proposal requests proposed by the Owner;

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (→)Bi-Weekly visits to the site by the Architect during construction; this includes biweekly on-site meetings throughout the construction phase which is assumed to be 228 days. The Biweekly on-site meeting will be coordinated to coincide with once a month on-site draw meeting. Additional meetings taking place onsite will be billed at an hourly rate. During alternate weeks, a 30-minute, virtual progress call will be scheduled to review and discuss items that may need to be addressed at following on-site meeting.

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and sampling and tests for hazardous materials.

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include alternates beyond 5% of the total cost of the work, contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.5 ~~If at any time the Architect's~~ If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the ~~Architect~~ Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, ~~quality,~~ quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 ~~If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~.1 — give written approval of an increase in the~~ at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work;
- ~~.2 — authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~.3 — terminate in accordance with Section 9.5;~~
- ~~.4 — in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,~~
- ~~.5 — implement any other mutually acceptable alternative.~~ Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.7 ~~If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for~~ Construction Manager's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. Work;

- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.8 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services. If the Owner chooses to adjust the budget, the Architect may adjust their fee accordingly, under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.9 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.10 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.11 The Architect may adjust their fee accordingly if the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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Litigation in a court of competent jurisdiction

PAGE 21

.4—Termination Fee:

Full payment for work completed to date of termination

...

Mutually agreed upon stipulated sum to be determined later

PAGE 22

.2—Percentage Basis
 _____ *(Insert percentage value)*

_____ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3—Other
 _____ *(Describe the method of compensation)* Stipulated sum of Ninety-Nine Thousand, Three Hundred and Seventeen Dollars \$99,317.00, plus reimbursable expenses.

...

.1 For all other Architect's Supplemental Services designated in Section 4.1.1, and not specifically listed above and by Exhibit, shall be at a Mutually agreed upon stipulated price to be determined later.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Schematic Design Phase	<u>Twenty-Eight</u>	percent (	<u>28</u>	%)
Design Development Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Twenty-Two</u>	percent (	<u>22</u>	%)
Procurement-Bidding Phase	<u>Two</u>	percent (<u>2</u>	%)
Construction Phase	<u>Twenty-Three</u>	percent (<u>23</u>	%)

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- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3~~—Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~.4~~—.3 Printing, reproductions, plots, and standard form documents;
- ~~.5~~—~~Postage, handling,~~ .4 Postage, handling and delivery;
- ~~.6~~—Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~—.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~—If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9~~—.6 All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~—.7 Site office expenses;
- ~~.11~~—.7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12~~—.7 Other similar Project related expenditures; and

§ 11.8.2 For Reimbursable Expenses such as plotting, photocopies, prints, and mileage, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred. Reimbursable Expenses such as photography, postage, telephone, etc. will be billed at cost plus Ten (10%) of the expenses incurred.

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§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30)

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

%—Interest Rate - 1% per month

PAGE 25

Exhibit A - Proposal letter dated November 24, 2021 from Benjamin Gustafson to Rachael
Tabelski.

Exhibit B – HUNT Staff Rate 2021-2022.

...

...

Rachel Tabelski City Manager

Benjamin Gustafson Principal

Certification of Document's Authenticity

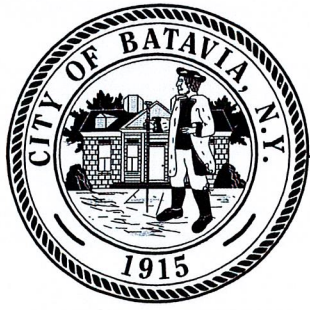
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:15:49 ET on 02/16/2022 under Order No. 5672934390 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: February 18, 2022

Subject: Filter Media Project Contract Award

The City of Batavia, in conjunction with Genesee County, have worked with GHD Engineers to determine specific projects at the Water Treatment Plant that would help improve efficiency and capacity of the water output from the plant.

One of the projects that has been identified to increase capacity of water output is the Filter Media Project. The City has replaced three filters in the last year, and is in the process of replacing another filter this month. There are, however six filters that will require a licensed professional construction firm to replace due to complications and their interior position in the facility.

The City, with assistance from GHD, will issue a bid package for this project and anticipates having bids back before the March 14th City Council Business Meeting for review and approval by Council.

This capital project was approved in the FY 22/23 Capital Project Resolution (#14-2022) and is fully reimbursable by Genesee County. I recommend that the City Council of the City of Batavia move the resolution to award the Filter Media Project Contract at a future meeting to the lowest, responsive, and responsible bidder as determined through the bidding process.

#-2022

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH XXXXXXX FOR THE REPLACEMENT OF FILTER MEDIA PROJECT

Motion of Councilmember

WHEREAS, the City of Batavia has solicited bids for the replacement of filter media at the Water Treatment Plant; and

WHEREAS, Bids were opened on March 11, 2022 and XXXXXXXXXXXXXXX from XXXXXXXXXXXXXXX was the lowest responsible bidder in the amount of XXXXX for the replacement of filter media; and

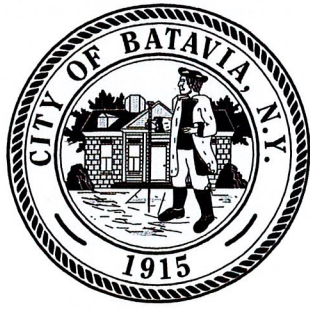
WHEREAS, project engineering services will continue to be provided by GHD of Buffalo New York; and

WHEREAS, the City of Batavia authorized \$900,000 from water reserves via resolution #14-2022 for the Filter Media Project; and

WHEREAS, the County will fully fund the Water Treatment Plant projects in cash with quarterly reimbursements as previously agreed upon in the 2019 Operation and Maintenance agreement between the County and the City.

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 the agreement for the FILTER MEDIA PROJECT with xxxxxxxxxxxx.

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



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: February 15, 2022

Subject: NYS Community Development Block Grant (CDBG) Acceptance

The City has successfully applied for and received funding through the CDBG program for the Jackson Street Water Main Project. The project will replace 4" and 6" lines on Jackson St. with a new 8" water main. The project has an estimated cost of \$1.414 Million.

The project will include the design, bid and construction of a water system improvement project that includes the replacement of the two existing lines, a 4" line from Ellicott to South Jackson on the western side of Jackson St and a 6" line under the sidewalk between Watson and South Jackson on the Western side of the road.

The City will eliminate the 4" water main that was original to the street, and eliminate a circa. 1960's - 6" water main and transfer all services over to a new 8" water main. The replacement of the line will meet all standards of or fire protection, tie all services and fire hydrants to meet current 10 State Standard (GLUMR).

The project will encompass approximately 2,250 linear feet of water line replacement. 58 service connections, 10 inter-connections, installations of 6 fire hydrants and new valves at each interconnection plus two 8" line valves. The project will also address elimination of lead water services if encountered and a TAP grant for road rehabilitation will be pursued as well.

This initiative is included in the City's Capital Infrastructure Plan (CIP) for the FY22/23. I recommend that City Council advance the resolution to accept the CBDG grant for \$1 Million, and authorize the remaining expense be funded through Water Fund Reserves (\$414,017).

#-2022

**A RESOLUTION TO ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT,
TO AUTHORIZE THE COUNCIL PRESIDENT TO EXECUTE THE GRANT
AGREEMENT AND AUTHORIZE THE CITY MANAGER TO UTILIZE WATER
RESERVE FUNDS AS A LOCAL MATCH TO THE GRANT**

Motion of Councilmember

WHEREAS the City received a \$1,000,000 Community Development Block Grant to install 2,250 linear feet of 8-inch diameter water main along Jackson Street; and

WHEREAS, the project will replace 60+ year old pipe, improve reliability, increase firefighting flows, and address any lead service line issued on Jackson Street; and

WHEREAS, the City commits to a local match of \$414,017 and will utilize the Water Reserves to fund the match.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia accepts the grant award and authorizes the Council President to execute all necessary documents to receive the grant; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to utilize Water Reserves as a local match to the CDBG Jackson Street grant.

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

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 82PW94-21

AGREEMENT, made effective as of the 9th day of December 2021, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and City of Batavia ("Recipient"), a unit of general local government, with offices at One Batavia City Centre, Batavia, New York 14020.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's Program Year 2021 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$1,000,000 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. Contents of Agreement. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d) Schedule A**, "Special Conditions", and **Schedule B**, "Awarded Budget and Projected Accomplishments", attached hereto.

2. Recipient Performance. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end January 05, 2024

3. Grant Funds. **a)** The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of

CDBG funds from HUD pursuant to the Act. **b)** The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. **c)** The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: **(i)** to conform to any revision to which the parties may agree with respect to the Recipient's Application; or **(ii)** if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

4. Disbursement of Grant Funds. **a)** The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: **(i)** challenge the validity of such payment; **(ii)** enforce all rights and remedies set forth in this Agreement; or **(iii)** take corrective or remedial administrative action including, without limitation, suspension, or termination of the Recipient's funding under this Agreement. **b)** The Recipient shall certify with each request for Grant Funds that: **(i)** all statements and representations previously made regarding this Agreement are correct and complete; and **(ii)** the funds do not duplicate reimbursement of costs and services from any other source. **c)** The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

5. Use of Grant Funds to Make Loans. If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. Subcontracts. The Recipient shall: **a)** require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are

necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

7. Program Income. Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24CFR570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold within five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

8. Environmental Compliance. This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Corporation prior to incurring any project costs. Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement from Grant Funds. However, Recipients incurs such costs for exempt activities at their own risk. Any non-exempt activities will not be eligible for reimbursement from Grant Funds and incur such at their own risk and expense. All

Environmental Review requirements, can be found in Chapter 2 of the Corporation's CDBG Grant Administration Manual.

9. Insurance. During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with b) crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance (if applicable), fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

10. Records. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds.

11. Reports. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in Corporation's CDBG Grant Administration Manual and correspondence laws, regulations, and statutes.

12. Performance Review. The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

13. Notice of Investigation or Default. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project, or **c)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon

receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

14. Default. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, sub-recipient or "borrower. **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement, **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. **d)** In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

15. Equal Opportunity Requirements and Procedures. Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

16. Indemnification. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by,, or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

17. Non-Liability. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

18. Statute of Limitations. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

19. Service of Process. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

20. Notices. All notices, requests, approvals,, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

21. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

22. Nonwaiver. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

23. Assignment. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

24. Successors. This Agreement shall be binding upon the successors in office of the respective parties.

25. Assurance of Authority. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed, or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. **c)** There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which **(i)** questions the validity of this Agreement, or any action taken or to be taken under it, or **(ii)** is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. **d)** The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. **e)** Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, **(i)** the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and **(ii)** the execution and performance of this Agreement will not result in any such violation.

26. Photography Release. Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

27. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

28. Project Completion. Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

29. Entire Agreement. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: Crystal Loffler
Title: President
Office of Community Renewal

City of Batavia

By: _____
Name: Eugene Jankowski, Jr.
Title: City Council President

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SPECIAL CONDITIONS

(Not Applicable)

Schedule B

2021 Awarded Budget & Projected Accomplishments

Project Number: 82PW94-21

Community	C/T/V	County	Type	Awarded Amount
Batavia	City	Genesee	Public Water	\$1,351,908

Award Budget:

Funding Source	Amount
CDBG	\$1,000,000.00
Local	\$351,908.00
Projected Total Funding:	\$1,351,908.00

Activity Budget Detail:

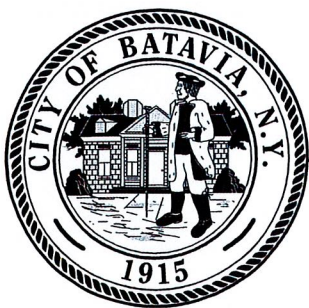
Activity(ies)	Projected Use	Amount
City of Batavia Grant Administration	Grant Administration	\$25,000
City of Batavia Jackson Street Improve	Engineering	\$155,000
	Water	\$820,000
		\$1,000,000

Projected Accomplishments:

82PW9421-01	City of Batavia Jackson Street Improvements	
	Income Persons	
	0-30% Owner	38
	31-50% Owner	30
	51-80% Owner	76
	81%+ Owner	69
	Project Area	
	% of LMI in Project Area	67
	Persons in Project Area	213
	LMI Persons in Project Area	144

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCEP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - Norty Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSEDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: February 22, 2022

Subject: Maximum Allowable Headwork's Loadings Study Sampling Plan

As part of the Headwork's, capacity analysis and financial planning for the Wastewater Treatment Plant (WWTP) and wastewater system approved in the fall of 2022, the City needs to evaluate the Maximum Allowable Headwork's Loadings (MAHLs).

The sampling plan attached shows the different pollutants that the City will sample for and multiple points in the system that will be sampled including the influent, effluent and lift stations.

The last Headwork's study was completed many years ago and recently the WWTP experienced deterioration in its aeration system due to leaks in the main header. While this problem has been remedied via the \$1 Million Air Header project, it has highlighted the need to complete a more thorough analysis of the aeration and blower system and to evaluate the MAHLs.

I recommend that City Council authorize the City Manager to amend the FY 21/22 budget and use Sewer Fund Sludge Reserve to conduct the MAHLs sampling plan. The anticipated price for the work is \$60,000 and the sampling and testing is a requirement of the overall Waste Water Treatment Plant Headwork's Study.

#-2022

**A RESOLUTION TO CONDUCT A MAXIMUM ALLOWABLE HEADWORK'S
LOADING (MAHL) STUDY AND USE WASTE WATER RESERVES TO FINANCE
THE NECESSARY WASTE WATER TREATMENT PLANT SAMPLING**

Motion of Councilmember

WHEREAS, the City Council of the City of Batavia has undertaken a Headwork's, capacity analysis, and financial planning study through professional engineering services firm, GHD, for the Wastewater Treatment Plant (WWTP); and

WHEREAS, to conduct the Waste Water Treatment Plant Maximum Allowable Headwork's Loading (MAHL) Study the City must create and execute a sampling plan; and

WHEREAS, GHD has worked with the City and the Chief Operator of the WWTP to create a sampling plan and ensure proper lab analysis; and

WHEREAS, the total estimated cost of the sampling is \$60,000 and The City will use \$60,000 in Sludge Reserves that currently has a balance of \$2.29M.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia does hereby authorize the City Manager to amend the budget for the 21/22 fiscal year to transfer Reserves for the above referenced purchase as follows:

Increase expense:		
ES.03.1710 423-2131	Sewer Fund Administration Contract Services	\$60,000
Increase revenue:		
ES.00.0000.0000 0511-2131	Sewer Fund Appropriated Reserves	\$60,000

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

City of Batavia WWTP Maximum Allowable Headworks Loading (MAHL) Evaluation - Sampling Plan
Overall Sampling Program Duration of 1 Year

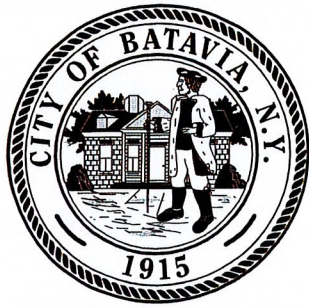
DRAFT

Parameter ⁽¹⁾	Sample Type	Sample Location and Frequency							
		Influent	Secondary Effluent (S2 Effluent)	Final Effluent	Collection System #1 (Burke Lift Station) ⁽⁴⁾	Collection System #2 (Naramore Lift Station) ⁽⁴⁾	Collection System #3 (Bank II Lift Station) ⁽⁴⁾	Secondary Pond S1 Sludge ⁽²⁾ (3 locations in S1)	Town of Batavia (Kings Plaza Lift Station)
Pollutants in Existing Permit	Ammonia Nitrogen	1/week	2/month	1/week	1/month	1/month	1/month	1/quarter	1/quarter
	cBOD5	1/week	2/month	1/week	1/month	1/month	1/month	1/quarter	1/quarter
	TSS	1/week	2/month	1/week	1/month	1/month	1/month	1/quarter	1/quarter
	Total Phosphorus	1/week	2/month	1/week	1/month	1/month	1/month	1/quarter	1/quarter
	TKN	1/week	2/month	1/week	1/month	1/month	1/month	1/quarter	1/quarter
	Chromium, Total Recoverable	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Chromium, Hexavalent	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Lead, Total Recoverable	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Total Phenolics	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Total Cyanide	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
Additional Pollutants in Existing Local Limits	Nickel, Total Recoverable	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Zinc, Total Recoverable	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Copper, Total Recoverable	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Arsenic, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Cadmium, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Cyanide (Cl ₂ amenable)	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Fluorides	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Mercury, Total (included in PP Scan)	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Selenium, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Silver, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
Additional Pollutants of Concern	Sulfide	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Clean Water Act Priority Pollutant Scan ⁽³⁾ (624, 625, 608, 200, 245 - Volatiles, SVOC, Pesticides, PCB, PP Metals incl. mercury)	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter
	Total Nitrogen	1/week	2/month	1/week	1/month	1/month	1/month	1/quarter	1/quarter
	Aluminum, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Manganese, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Molybdenum, Total	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	PCBs (included in PP Scan)	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter	1/quarter
	Percent Solids								
	Specific Gravity								
	Total Petroleum Hydrocarbons	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
SIU Specific Pollutants (categorical limits)	Xylenes	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter
	Residual Chlorine	1/month	1/quarter	1/month	1/month	1/month	1/month	1/quarter	1/quarter

Notes:

- (1) All samples to be analyzed by outside laboratory.
- (2) Sample sludge from S1 pond; City indicated most sludge settles in S1, not S2. Samples to be Grab samples from three different locations in S1.
- (3) Existing local limits include Total Toxic Organics (TTO), which is essentially the Priority Pollutant organics list. (624, 625, 608).
- (4) Collection system locations are located in residential areas for the purpose of determining residential/commercial loadings to the WWTP.

* SPDES permit lists composite sample, but typically a grab sample



City of Batavia

Memorandum

To: Honorable City Council Members

From: Jill M. Wiedrick, AICP, Assistant City Manager

Date: February 22, 2022

Subject: Resolution to amend the Youth Services Budget / 2022 GO ART! Statewide Community Regrant Acceptance

The Community Garden was awarded a \$5,000 grant from 2022 GO ART! Statewide Community Regrant Program to provide funding for the project 'Community Garden in Bloom'. The grant will fully fund this project.

This project entails a creation of a seasonal mural of multiple painted panels that will highlight the spirit of the community garden. These panels will be designed to engage the Batavia community in gardening and draw attention to the location of the Community Garden. Panels will be reminiscent of a picket fence and mounted on the existing 8' high chain-link fence and will cover between 30 and 50 linear feet. The panels will be designed as a seasonal display and will be removed at the end of the garden season and stored on site.

This project is scheduled to begin during the month of June 2022 and conclude in October 2022.

Acceptance of this grant will result in the amendment of the following budget lines:

Increase expenditure accounts:

A.02.7140.7140 499	\$5,000.00
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Increase revenue accounts:

A.00.0000.0000 3889	\$5,000.00
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I am requesting that this item be reviewed at the February 28th Conference Meeting and that action be taken on the item at the March 14th Business Meeting.

#XX-2022

**A RESOLUTION TO AMEND THE 2022-2023 YOUTH BUREAU BUDGET TO
REFLECT THE RECEIPT OF A GENESEE ORLEANS REGIONAL ARTS COUNCIL
STATEWIDE COMMUNITY REGRANT PROGRAM GRANT**

Motion of Councilmember

WHEREAS, the City of Batavia Community Garden has received a grant in the amount of \$5,000 from the Genesee Orleans Regional Arts Council for their project “Community Garden in Bloom”. The project will result in creation of multiple painted panels that will highlight the spirit of the community garden that will be mounted on the existing 8’ chain-link fence; and

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

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 2022-2023:

Increase expenditure accounts:

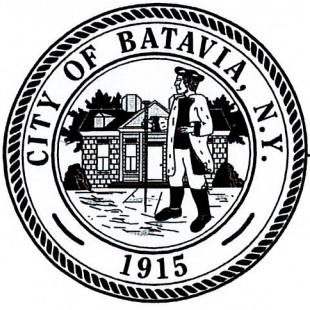
A.02.7140.7140 499 221200	Youth Bureau grant expense	\$5,000.00
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Increase revenue accounts:

A.00.0000.0000 3889 221200	State Aid, Other Culture & Rec	\$5,000.00
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Seconded by Councilmember

and on roll call



Memorandum

To: Rachael Tabela, City Manager

From: Lisa Neary, Deputy Director of Finance

Date: February 22, 2022

Subject: Closing capital projects for year end

In an effort to keep our capital project fund up-to-date and current, it is necessary to close out certain capital projects that are completed at this time. Those capital projects are listed as follows:

TIP Resurfacing Project
Pedestrian Way TAP Sidewalk Project
IT Capital Project Phase I
IT Capital Project Phase II
2020 Sidewalk Project
Sewer Air System Blower, Motor & VFD

With regards to the TIP Resurfacing Project, there is a residual balance of approximately \$3,130.08 to be transferred to the 2020 Sidewalk Project.

Additionally, with regards to the Pedestrian Way TAP Sidewalk Project, there is a residual balance of approximately \$169,306.91 to be transferred back to the Sidewalk Reserve, which assisted in funding the project.

Lastly, with regards to the 2020 Sidewalk Project, after the transfer from the TIP Resurfacing Project and after the transfer of \$111,000 of Sidewalk Reserve which was approved in 2020, an additional \$48,750 of Sidewalk Reserve will be needed in order to close the project.

Attached please find a resolution in support of these actions including a budget amendment for the additional use of Sidewalk Reserves.

#-2022
A RESOLUTION TO CLOSE OUT CAPITAL PROJECTS

Motion of Councilmember

WHEREAS, The City of Batavia should periodically close capital projects which are completed; and

WHEREAS, projects completed at this time that require official closing are listed as follows:

#161604	TIP Resurfacing Project
#171702	Pedestrian Way TAP Sidewalk Project
#191903	IT Capital Project Phase I
#191905	IT Capital Project Phase II
#200007	2020 Sidewalk Project
#210001	Sewer Air System Blower, Motor & VFD

WHEREAS, in order to close the TIP Resurfacing Project, the residual balance of approximately \$3,130.08 will be transferred to the 2020 Sidewalk Project; and

WHEREAS, in order to close the Pedestrian Way TAP Sidewalk Project, the residual balance of approximately \$169,306.91 will be transferred from the Capital Projects Fund to the Sidewalk Reserves; and

WHEREAS, in order to close the 2020 Sidewalk Project, \$111,000 of Sidewalk Reserves will be transferred into the capital project as previously approved and a budget amendment for approximately \$48,750.00 of sidewalk reserves is requested in order to close the project; and

WHEREAS, the City Council authorizes the City Manager to make the recommended transfers, budget amendments and close out the specified capital projects effective March 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the above referenced transfers, budget amendments and capital projects be closed effective March 31, 2022.

Increase the following revenue account:

A.00.0000.0000 0511-2107	Appropriated Reserves	\$48,750.00
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Increase the following expense account:

A.01.9950 200-2107	Transfer to Capital Projects	\$48,750.00
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**Seconded by Councilmember
and on roll call**

MOTION TO ENTER EXECUTIVE SESSION

Motion of Councilmember

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

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

**Seconded by Councilmember
and on roll call**