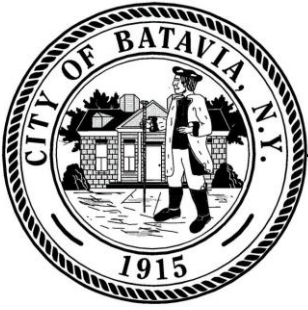


BATAVIA CITY COUNCIL CONFERENCE MEETING

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

AGENDA

- I. Call to Order
- II. Invocation – Councilmember Jankowski
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
 - a. First Presbyterian Church Good Friday – 4/15/2022
 - b. Genesee Country Farmers Market – 6/3/2022-10/28/2022
- VII. Council President Report
 - a. Announcement of the next City Council Conference and Business Meeting to be held on Monday, April 11, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
- VIII. Youth Board Update
- IX. Client First 6 Month Contract Extension
- X. Historian Compensation
- XI. Contract for Lab Bids
- XII. SRO Agreement
- XIII. Creation of Temporary Detective Position
- XIV. Adjournment



MEMORANDUM

To: Rachael Tabelski, City Manager
From: Heidi J. Parker, Clerk-Treasurer
Date: 3/23/22
Subject: Event Summary

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

Genesee Country Farmer's Market - 6/3/22 – 10/28/22 (Tuesdays, Thursdays and Fridays)

There are no costs from the departments for this event.

First Presbyterian Good Friday Blessing Service – 4/15/22

There are no costs from the 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 estimate costs, if any.



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

PAID
MAR - 9 2022
CITY OF BATAVIA
CLERK-TREASURER

Official Use Only:

2022-6
Event Application #:

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

Event Sponsor BATAVIA FIRST PRESBYTERIAN CHURCH

Type of Event GOOD FRIDAY CITY & COUNTY BLESSING SERVICE

Day and Date of Event FRIDAY, APRIL 15, 2022

Time of Event (don't include set up time here - just actual event time) 12:00 PM

Location of Event OUTSIDE CITY CENTER (INSIDE IF INCLEMENT WEATHER)

Details of Event (be as specific as possible!) Good Friday prayer service with blessing of public servants. Blessing for our city and county

Contact Information:

Primary contact:

Name REV. DR. ROULA ALKHOURI
Phone # 585-297-2141
Mailing address 300 E. MAIN ST. BATAVIA 14020
E-mail address roulaalkhouri@outlook.com

Secondary contact:

DAVID BLAKE
585-615-4137
5591 HORSESHOE LAKE ROAD, STAFFORD, NY 14143
dblake1@rochester.rr.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: fbcbatavia.org

- Will there be alcohol at your event? Yes No If yes, complete the following:
- Type of alcoholic beverage to be served: Liquor Wine Beer
- Will you be providing alcohol to your group? Yes No
- Will you be selling alcohol to your group? Yes No Insurance certificate **WILL BE** required with Liquor Legal.
- Will people be allowed to bring alcohol to the event? Yes No

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

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

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

EVENT INFORMATION (required):

Set up date: 4/15/22

Set up time: 11:30 AM

Tear down date: 4/15/22

Tear down time: 12:30 PM

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 4-15-22

Start time: 12:00 PM

End time: 12:30 PM

Estimated crowd size: 50-100

of Vendors/Displays _____

WILL THE EVENT INCLUDE:

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

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

Address, Street _____ City _____ Zip Code _____

Music: Live Group Recorded/DJ

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

Address, Street _____ City _____ Zip Code _____

CITY SERVICES SUPPORT:

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

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

ELECTRIC:

Will electric be needed for the event? Yes No

What will you be providing electric to? Sound system if possible

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

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

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

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

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

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

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

ANCHORING INTO PAVEMENT IS PROHIBITED!

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

STREET CLOSURE(S):

ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE

Will street(s) need to be closed for the event? Yes No Reason: _____

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

_____	_____	&	_____
Street to be closed		Cross Streets	
_____	_____	&	_____
Street to be closed		Cross Streets	
_____	_____	&	_____
Street to be closed		Cross Streets	
_____	_____	&	_____
Street to be closed		Cross Streets	

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

Will traffic cones be requested from the City? Yes No How Many? _____
(Drop off locations of requested items must be identified on the site drawing)

BANNERS / SIGNS OR OTHER DECORATIONS ARE NOT TO BE ATTACHED TO STREET BARRICADES, TRAFFIC CONES, LIGHT POLES, OR ANY OTHER CITY PROPERTY

Are there any other city materials or personnel requested for the event? Identify below: *(there may be additional costs)*
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. Additional operational costs of the City, as determined by City Departments, must be paid by the event sponsor at the conclusion of the event. The application fee is due at time of submission and is non-refundable.
11. Vendor/participants must also follow all inspection/temporary structure rules found in the appendices (pg 6-7)
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

BATAVIA FIRST PRESBYTERIAN CHURCH, the organizer/sponsor, shall indemnify, hold harmless, assume liability for and defend the City of Batavia, its employees, officers and agents from any and all damages, costs and expenses including but not limited to, attorney's fees, court costs, and all other sums which the City of Batavia its employees, officers and agents may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Batavia or by any act or omission of the BATAVIA FIRST PRESBYTERIAN CHURCH (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.

3-9-22

Date:

BATAVIA FIRST PRESBYTERIAN CHURCH

Name of Event Sponsor:

Roula Alkhoury

Authorized Signature, Title

Roula ALKhoury

Name - Printed or Typed

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

3-9-22

Date:

Roula Alkhoury

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

Event Application #: _____

Department: _____
List Department Name Here

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

Department Cost Estimate: _____
If applicable

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

--

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

--

Submitted By: _____ *Name / Title* _____ *Date Submitted*

Appendices

SPECIAL EVENTS INSPECTION

YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available		Do not use unless extinguisher present
	Generator grounded?		Do not use unless grounded
	Inflatable secured to ground?		Do not use unless secured
	Inflatable rods covered?		Do not use unless rods are covered for safety
	Propane tanks secured?		Do not use unless secured
	Outside cooking has appropriate extinguisher?		Do not use unless extinguisher present
	Fireworks display 75 feet from any structure?		Do not light unless in approved location
	Fireworks display has proper extinguishers?		Do not light unless extinguisher is present
	Does cooking under tent meet the safety standard?		Do not cook unless tent is rated for fire resistance or cooking outside tent
	Are Easy up tents properly roped, braced or anchored to withstand elements of weather and collapse?		Do not occupy until proper securing is approved by inspector
	Does Easy up tent have permanent label ID of size and fabric?		Tent not to be used without proper label
	Outdoor cooking that produces sparks or grease laden vapors?		Shall be outside of tents unless tent is fire rated and extinguishers or hood present
	Does the venue have a crowd of 250 people or more?		Must have crowd managers trained as approved by inspector

TEMPORARY STRUCTURE SETUP AND DAILY CHECKLIST (tent and membrane structures)

YES	Item to Verify	NO	Corrective Action
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	Is structure at least 20 feet from any property lines?		Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any property lines.
	Is structure within 20 feet of any building?		Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any building.
	Is structure within 20 feet of another structure?		Evaluate all structures within 20 feet of each other as a single structure meeting all applicable requirements.
	Is structure within 20 feet of parking?		Restrict parking or relocate structure at least 20 feet from parking.
	Is structure within 20 feet of any internal combustion engines?		Do not use internal combustion engine until relocated at least 20 feet from structure.
	Are "No Smoking" signs posted inside and outside?		Do not occupy or use structure unless no smoking signs are posted and enforced.
	Are fireworks and unapproved open flames prohibited inside and outside the structure?		Do not occupy or use structure unless fireworks and all unapproved open flames are prohibited in the structure and within 20 feet of exterior of structure.
	Are all points in the structure within 100 feet of an exit?		Do not occupy or use structure unless sufficient nearby exits are provided.
	Ensure "Exit" signs are posted and clearly visible.		Do not occupy or use structure unless required "Exit" signs are provided.
	Ensure "Exit" signs are illuminated.		Do not use or occupy structure unless illuminated exits are provided.
	Ensure that exit signs have either two separate circuits or two sources of power depending on occupant load.		Do not use or occupy structure until a minimum of two circuits or sources of power are provided as required. Typically this is accomplished through the use of AC Powered Exit signs with internal battery backup.
	Are exits open and uncovered?		Do not occupy or use structure unless all required exits are functional.
	Are all aisles at least 44 inches wide? Do aisles increase in width where required?		Do not occupy or use structure unless proper aisle widths are maintained.
	Is the Occupant Load posted appropriately?		Do not occupy or use structure unless the correct occupant load is posted appropriately.
	Ensure emergency lighting is provided.		Do not use or occupy structure unless emergency lighting is provided.
	Is a label permanently affixed to the structure bearing the identification of size and material type?		Do not use or occupy structure unless label is present.
	2A:10BC Fire extinguishers are provided (see information packet for minimum number required).		Do not use or occupy structure until sufficient, properly sized, fire extinguishers are provided.
	At least one 4OBC rated fire extinguisher shall be provided for each kitchen, mess hall, power generator, or transformer and at locations where flammable or combustible liquids are used, stored, or dispensed.		Do not use or operate any of these hazards unless appropriate fire extinguishers are provided as described in Temporary Membrane Structures, Tents and Canopies document and applicable codes.
	Weeds and other combustible vegetation shall be removed from within 30 feet of the structure area.		Do not use or occupy the structure unless combustible vegetation has been removed from the specified area.
	The floor surface inside, including the grounds adjacent to or within 30 feet outside of temporary tents, canopies, and membrane structures, shall be kept free of combustible waste.		Do not use or occupy the structure unless combustible waste is removed or stored in proper containers.
	Such waste shall be stored in approved containers until removed from the premises.		Do not use or occupy the structure unless trash containers have been emptied from the previous day.
	Outdoor cooking that produces sparks or grease-laden vapors. Must be outside tent.		Do not use cooking source under tent
	Is tent secure		20 lbs per leg or tent stakes
Inspection performed by:		Date:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2022

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

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


PRODUCER RB Adams Agency 539 East Main Street Batavia, NY 14020	CONTACT NAME: PHONE (A/C, No, Ext): (585) 343-0046	FAX (A/C, No): (585) 343-6172
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Preferred Mutual		15024
INSURED First Presbyterian Church 300 East Main St Batavia, NY 14020	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP0180574027	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0180574027	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UC0160585203	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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



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

PAID
MAR 10 2022
CITY OF BATAVIA
CLERK-TREASURER

Official Use Only:

2022-7
Event Application #:

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

Event Sponsor Genesee Country Farmers Market

Type of Event Farmer's Market

Day and Date of Event June 3rd - October 28th 2022

Time of Event (don't include set up time here - just actual event time) Tues, Thrs, Fri 9am-4pm

Location of Event _____

Details of Event (be as specific as possible!) Farmer's Market - Food, produce, crafts, artisans.

Contact Information:

Primary contact:

Name Kathryn Chiodini
Phone # 585-301-1909
Mailing address Kathryn Chiodini 350@gmail.com
E-mail address 540 East Main St Batavia, NY 14020

Secondary contact:

Name Jan Goodenberry
Phone # 585-
Mailing address Genesee Country Farmers Market 6597 Albion Rd, Oakfield, NY 14125
E-mail address genesee.countryfarmersmarket@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: genesee.countryfarmersmarket.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? Individual wineries

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: June 3rd - 2022

Set up time: 8am

Tear down date: October 28th

Tear down time: 4pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: June 3rd - 2022 Start time: 9am End time: 4pm

Estimated crowd size: 50-100 # of Vendors/Displays 10-20

WILL THE EVENT INCLUDE:

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

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

Address, Street _____ City _____ Zip Code _____

Music: Live Group Recorded/DJ

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

Address, Street _____ City _____ Zip Code _____

CITY SERVICES SUPPORT:

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

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

ELECTRIC:

Will electric be needed for the event? Yes No

What will you be providing electric to? _____

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

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

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

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

Will Tents/Canopies or other membrane structures be erected at event? Yes No
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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* 12x15

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)*

NO

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.**
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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. The application fee is due at time of submission of the application and is non-refundable.
11. Vendor/participants must also follow all inspection/temporary structure rules found in the appendices (pg 6-7)
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

_____, the organizer/sponsor, shall indemnify, hold harmless, assume liability for and defend the City of Batavia, its employees, officers and agents from any and all damages, costs and expenses including but not limited to, attorney's fees, court costs, and all other sums which the City of Batavia its employees, officers and agents may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Batavia or by any act or omission of the _____ (Organizer/Sponsor), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

Date:

Name of Event Sponsor:

Authorized Signature, Title

Name - Printed or Typed

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

Date:

Signature of Applicant:

Please forward this application to:

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

**SPECIAL EVENT APPLICATION
DEPARTMENT APPROVAL SUMMARY**

FOR OFFICIAL CITY USE ONLY

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

Event Application #: _____

Department: _____
List Department Name Here

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

Department Cost Estimate: _____
If applicable

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

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

Submitted By: KATHY BRADY / MAJOR MULLIGAN 3-9-22
Name / Title *Date Submitted*

Appendices

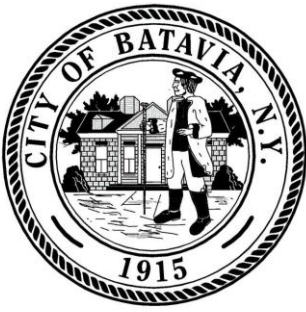
SPECIAL EVENTS INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available		Do not use unless extinguisher present
	Generator grounded?		Do not use unless grounded
	Inflatable secured to ground?		Do not use unless secured
	Inflatable rods covered?		Do not use unless rods are covered for safety
	Propane tanks secured?		Do not use unless secured
	Outside cooking has appropriate extinguisher?		Do not use unless extinguisher present
	Fireworks display 75 feet from any structure?		Do not light unless in approved location
	Fireworks display has proper extinguishers?		Do not light unless extinguisher is present
	Does cooking under tent meet the safety standard?		Do not cook unless tent is rated for fire resistance or cooking outside tent
	Are Easy up tents properly roped, braced or anchored to withstand elements of weather and collapse?		Do not occupy until proper securing is approved by inspector
	Does Easy up tent have permanent label ID of size and fabric?		Tent not to be used without proper label
	Outdoor cooking that produces sparks or grease laden vapors?		Shall be outside of tents unless tent is fire rated and extinguishers or hood present
	Does the venue have a crowd of 250 people or more?		Must have crowd managers trained as approved by inspector

TEMPORARY STRUCTURE SETUP AND DAILY CHECKLIST (tent and membrane structures)

YES	Item to Verify	NO	Corrective Action
	Is structure at least 20 feet from any property lines?		Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any property lines.
	Is structure within 20 feet of any building?		Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any building.
	Is structure within 20 feet of another structure?		Evaluate all structures within 20 feet of each other as a single structure meeting all applicable requirements.
	Is structure within 20 feet of parking?		Restrict parking or relocate structure at least 20 feet from parking.
	Is structure within 20 feet of any internal combustion engines?		Do not use internal combustion engine until relocated at least 20 feet from structure.
	Are "No Smoking" signs posted inside and outside?		Do not occupy or use structure unless no smoking signs are posted and enforced.
	Are fireworks and unapproved open flames prohibited inside and outside the structure?		Do not occupy or use structure unless fireworks and all unapproved open flames are prohibited in the structure and within 20 feet of exterior of structure.
	Are all points in the structure within 100 feet of an exit?		Do not occupy or use structure unless sufficient nearby exits are provided.
	Ensure "Exit" signs are posted and clearly visible.		Do not occupy or use structure unless required "Exit" signs are provided.
	Ensure "Exit" signs are illuminated.		Do not use or occupy structure unless illuminated exits are provided.
	Ensure that exit signs have either two separate circuits or two sources of power depending on occupant load.		Do not use or occupy structure until a minimum of two circuits or sources of power are provided as required. Typically this is accomplished through the use of AC Powered Exit signs with internal battery backup.
	Are exits open and uncovered?		Do not occupy or use structure unless all required exits are functional.
	Are all aisles at least 44 inches wide? Do aisles increase in width where required?		Do not occupy or use structure unless proper aisle widths are maintained.
	Is the Occupant Load posted appropriately?		Do not occupy or use structure unless the correct occupant load is posted appropriately.
	Ensure emergency lighting is provided.		Do not use or occupy structure unless emergency lighting is provided.
	Is a label permanently affixed to the structure bearing the identification of size and material type?		Do not use or occupy structure unless label is present.
	2A:10BC Fire extinguishers are provided (see information packet for minimum number required).		Do not use or occupy structure until sufficient, properly sized, fire extinguishers are provided.
	At least one 4OBC rated fire extinguisher shall be provided for each kitchen, mess hall, power generator, or transformer and at locations where flammable or combustible liquids are used, stored, or dispensed.		Do not use or operate any of these hazards unless appropriate fire extinguishers are provided as described in Temporary Membrane Structures, Tents and Canopies document and applicable codes.
	Weeds and other combustible vegetation shall be removed from within 30 feet of the structure area.		Do not use or occupy the structure unless combustible vegetation has been removed from the specified area.
	The floor surface inside, including the grounds adjacent to or within 30 feet outside of temporary tents, canopies, and membrane structures, shall be kept free of combustible waste.		Do not use or occupy the structure unless combustible waste is removed or stored in proper containers.
	Such waste shall be stored in approved containers until removed from the premises.		Do not use or occupy the structure unless trash containers have been emptied from the previous day.
	Outdoor cooking that produces sparks or grease-laden vapors. Must be outside tent.		Do not use cooking source under tent
	Is tent secure		20 lbs per leg or tent stakes

Inspection performed by:

Date:



City of Batavia

Memorandum

To: Honorable City Council Members

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

Date: March 11, 2022

Subject: Amendment / 6 Month Extension of Client First Contract

In 2018, City Council passed a resolution formalizing the Enterprise Resource Planning (ERP) software project as a capital project.

In 2019, City Council approved the purchase and implementation of the ERP software, contracting with Tyler Technologies to build, develop and implement the New World software package. At this time, City Council also authorized a contract with Client First Technology Consulting to assist with external project management services, negotiations with Tyler Technologies and Systems East for contract development and changes, invoice review, outstanding implementation items checklists, and overall project review and budget analysis.

Client First functions on a global scale organizing all facets of the implementation while the local project manager (Assistant City Manager) deals with the day-to-day implementation of the software, change management in the departments and for the organization as a whole, as well as the coordination of resources needed to move the project forward.

With the disruption of business due to the COVID-19 pandemic and staff changes, Client First has played an important role in moving the ERP project forward. As project manager, I can attest to the value Client First adds to our project team. They assist to keep the project on track, document outstanding implementation items on a weekly basis, and provide Status Reports on the overall performance of the project.

I am requesting that City Council approve the extension amendment to the professional services contract with Client First for a period of 6 months with a cost not to exceed \$44,640.

#XX-2022

A RESOLUTION ENTERING TO AUTHORIZE A CONTRACT AMENDMENT/SIX MONTH EXTENSION OF THE CLIENT FIRST PROJECT MANAGEMENT AGREEMENT

Motion of Councilmember

WHEREAS, the City of Batavia has determined it necessary to purchase and install computer software to implement an integrated Enterprise Resource Planning (ERP) system to utilize best practices, automated workflow, provides project management tools along with other suitable applications; and

WHEREAS, in 2018 the City Council passed a resolution formalizing the Enterprise Resource Planning (ERP) software project as a capital project and authorized a general obligation bond to finance the purchase, not to exceed \$800,000; and

WHEREAS, in August of 2019 the City Council authorized a one-year contract with Client First Technology Consulting to assist with external project management services, negotiations with Tyler Technologies and Systems East for contract development and changes, invoice review, outstanding implementation item checklists, and overall project review and budget analysis; and

WHEREAS, in August of 2020, the City Council authorized a one-year contract extension with Client First Technology Consulting to continue to assist; and

WHEREAS, to continue consistent and efficient project management delivery, Client First has presented a six month extension of their current agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia, approves a six month extension of the Client First contract at a cost not to exceed \$44,640.

**Seconded by Councilmember
And on roll call**

Amendment

This document amends the Professional Services Agreement dated and executed on August 12, 2019 between the City of Batavia (City) and ClientFirst Technology Consulting (ClientFirst). This Amendment extends the contract for six (6) months, reestablishing a term starting on April 1, 2022, and ending on September 30, 2022.

Fee Summary

ClientFirst fees are based upon actual time spent on a project at our standard rates. ClientFirst’s fee estimate is based upon the scope, approach, and work plan(s) outlined in this document and the original Agreement. ClientFirst’s estimated fees are based on the current Tyler New World and EnerGov project schedules. Should any of those projects be delayed or extended, our fees may change. If City staff changes significantly during a project, our fees may change based on the additional work required to maintain project continuity (see “Additional As-Needed Activities” as documented in the original Agreement). Additional days or hours required by the City will be approved in advance. A summary of the fees is outlined in the tables below.

6-Month Project Implementation Oversight Estimate		
Cost Category	Comments	Budgetary Estimates
Project Coordination and Recurring Oversight	Project launches for two phases (New World Utilities and EnerGov), as well as project initiation and vendor analysis/discovery for three additional phases (ExecuTime, Citizen Self Service and Enterprise Asset Management).	\$44,640
Additional "As-Needed Activities"	Optional - These items are optional and dependent on the City's needs and will only be delivered with the City's confirmation and approval.	To be delivered only per Agency's request
TOTAL (6-Month Budget Estimate)		\$44,640

Summary Rates	
Consultant Level	Hourly Rate
Partner/Project Director	\$195
Project Oversight Manager	\$150
Implementation Consultant	\$150

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

CLIENT:

City of Batavia

Eugene Jankowski, Jr., Council President
One City Centre
Batavia, NY 14020

PROVIDER:

ClientFirst Technology Consulting

David Krout, Managing Partner
980 Montecito Dr.
Corona, CA 92879

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal to this Amendment as of the day and year written below.

City of Batavia

ClientFirst Technology Consulting

By: _____

By: _____

Date: _____

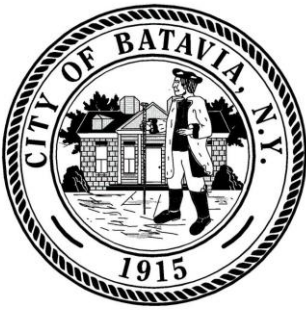
Date: _____

Name: Eugene Jankowski, Jr.

Name: David W. Krout

Title: Council President

Title: Managing Partner



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, City Manager

Date: March 18, 2022

Subject: Historian Compensation

As directed by City Council during the FY 22/23 budget sessions I am presenting council with a resolution that would pay the City of Batavia Historian \$5,000 in compensation annually.

The City of Batavia recognizes and values the work of the City Historian, currently Larry Barnes, and appreciates his time and dedication to the record keeping of the City and of documenting of current events for future generations.

Mr. Barnes, formally educated in primarily the field of psychology, has been the City of Batavia Historian since 2008. In addition to being the City Historian, he has served as President of the Landmark Society of Genesee County, as a member of the Batavia Historic Preservation Commission, and works as a volunteer in the Genesee County History Department. He also belongs to the Genesee County Historians Association, Government Appointed Historians of Western New York, and the Association of the Public Historians of New York State.

The appointment of the City Historian is a function of the City Manager's Office and Mr. Barnes was recently re-appointed for a four (4) year term that will end in 2025.

I recommend the City Council amend the FY 22/23 budget to compensate the City Historian.

#XX-2022

**RESOLUTION TO COMPENSATE THE CITY OF BATAVIA HISTORIAN AND
AMEND THE FY 22/23 BUDGET**

Motion of Councilmember

WHEREAS, The City of Batavia recognizes and values the work of the City Historian, currently Larry Barnes, and appreciates his time and dedication to the record keeping of the City and of documenting of current events for future generations; and

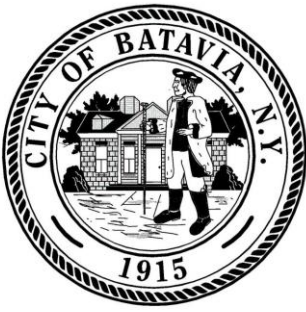
WHEREAS, The City, in recognition of the work of the City Historian, will compensate the Historian \$5,000 annually; and

WHEREAS, the Historian will be compensated quarterly basis.

NOW, THEREFORE, BE IT RESOVLED, that the Council of the City of Batavia hereby directs the City Manager to amend the FY 22/23 Budget to reflect compensation for the historian by increasing/decreasing the following expenses.

Increase	Historic Preservation Salary	A.03.7510 100	\$5,000
Increase	Historic Preservation Social Security	A.03.7510 802	\$ 390
Decrease	Contingency	A.01.1989 500	\$5,390

**Seconded by
and on roll call**



City of Batavia

Memorandum

To: Honorable City Council Members

From: Michael Ficarella, Superintendent of Water and Wastewater

Date: March 10, 2022

Subject: Laboratory Services #22-04 Award Recommendation

On March 4, 2022 bids were received per bid #22-01, "Request for Bids for the Analysis of Potable Water and Wastewater," as prepared by the Bureau of Water and Wastewater. In total, one bid was received for the rights to provide laboratory services for the two-year period of April 1, 2022 through March 31, 2024. A review and analysis of the highest responsible bidder has been completed.

It is my recommendation that Pace Analytical be awarded the contract as the highest responsible bidder for the Analysis of Potable Water and Wastewater

Supporting Documentation:

Resolution
Bid Tabulation

#XX-2022
RESOLUTION AWARDING PURCHASE CONTRACTS
FOR LABORATORY SERVICES

Motion of Councilmember

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

WHEREAS, One (1) company submitted bids, and was identified as the low bidder with a cost to the City of \$9,414.00 for laboratory services at the Water Treatment Facility, and \$10,000.00 for laboratory services at the Wastewater Treatment Facility;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that one (1) year purchase contract for various laboratory services be awarded to the lowest responsible bidder hereinafter identified as Pace Analytical.

**Seconded by Councilmember
and on roll call**

**CITY OF BATAVIA
BID TABULATION 2022-3**

FOR : LABORATORY SERVICES

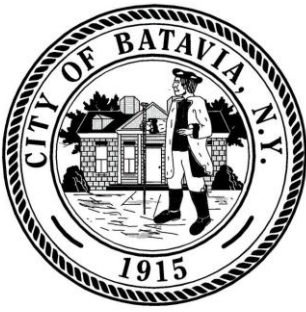
DATE: March 4, 2022

TIME: 9:00 AM

BIDDERS	TOTAL LAB SERVICES @ WTP	TOTAL LAB SERVICES @ WWTP
Pace	\$ 9,414	10,010

Received by: Meg Arlino

Witnessed by: Michael J. ...



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: March 18, 2022

Subject: School Resource Officer (SRO)

In 2019, and amended in 2020, the Batavia City Council authorized the creation of a new position, School Resource Officer (SRO), within the Batavia Police Department. The agreement will expire in June of 2022 and both City and the Batavia City School District (BCSD) have expressed interest in continuing the agreement to provide one SRO at this time, and to extend the existing agreement.

- The City will provide one officer to the BCSD that is a full-time City of Batavia law enforcement officer with excellent communication skills, ability to relate to children and students and planning skills.
- The BCSD will reimburse the City of Batavia 100% of the Officers salary and employee benefits, including any overtime actually worked.
- The City will assign a full-time SRO to the School according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year.
- The City remains responsible for providing a vehicle for the SRO as well as the SRO's uniform, equipment, and training.
- Services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.
- The term of this Agreement commences April 11, 2022 and expires on June 30, 2024.

I recommend that the City Council of the City of Batavia approve the SRO agreement between the City of Batavia and the BCSD.

#XX-2022

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

Motion of Councilmember

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

WHEREAS, the City and the District have worked together since 2019 to place a police officer on site at the School District to serve as the School Resource Officer (SRO); and

WHEREAS, Both parties agree that the SRO has been successful in assisting the District, school officials, students and families prevent crime, enforce campus security, build relationships, and act as a liaison between the District and other law enforcement personnel; and

WHEREAS, the City and BCSD will continue working together and provide on officer (full-time) to encourage, develop and foster communications and dialogue between students, the school community and law enforcement; and

WHEREAS, The BCSD will reimburse the City of Batavia 100% of the Officers salary and employee benefits and services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis; and

WHEREAS, The City will assign a full-time SRO to the School according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year; and

WHEREAS, The City remains responsible for providing a vehicle for the SRO as well as the SRO's uniform, equipment, and training.

WHEREAS, The term of this Agreement commences April 11, 2022 and expires on June 30, 2024.

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

**Seconded by Councilmember
and on roll call**

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this “**Agreement**”) is made as of ~~April 1, 2020~~April 11, 2022 by and between the **City of Batavia, New York, Police Department**, whose principal address is 10 Main Street, Batavia, New York 14020 (hereafter referred to as the “**City**”); and **Batavia City School District**, whose principal address is 260 State Street, Batavia, New York 14020 (hereinafter referred to as the “**School District**”).

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

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

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

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

1. **General Terms and Conditions.**

- a. The City and School District enter into this Agreement for the purpose of placing a City Law Enforcement Officer on site at the School District to serve as a SRO. The City will assign the SRO to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein and in accordance with the Collective Bargaining Agreement (CBA) between the City and City of Batavia Police Benevolent Association (PBA).
 - b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.
 - c. The SRO shall be subject to all other personnel policies and practices of the City.
2. **Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with one (1) full-time SRO designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

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

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

3. **Term.** The term of this Agreement commences April 11, 2022~~0~~ and expires on June 30, 2024~~2~~ (the “Term”).

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

4. **Payment.**

- a. **SRO Compensation.** The City agrees to provide and to pay the SRO’s salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.

- b. **City Compensation.** The School District shall pay to the City 100% of the SRO’s salary during the Term of this Agreement, to include retirement, holiday pay, longevity, Medicare payments, FICA, workers comp, medical insurance, life insurance, overtime compensation and any other miscellaneous benefits as per the current CBA. All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District’s receipt of an invoice from the City. Services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.

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

- a. Review that the SRO has received all training required under the terms of this Agreement;

- b. Train the School District staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested;

- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status.

- d. To the extent permitted by law and/or School District policy, provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured. Access to other general office equipment such as fax machines, copy machines, etc. The District agrees to provide the SRO with a laptop computer, dedicated printer, necessary office supplies, access to the network and to work with the City's IT consultants and/or installers to ensure that the SRO has appropriate access to appropriate criminal justice databases as well as internet access.
- e. The School District acknowledges that the SRO may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. **City Duties**

- a. **General Obligations of the City.** The City will:
 - i. Train the SRO regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter.
 - ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, gender, age, race/ethnicity, and disability. The City shall provide this data to the School District at least once each year during the term of this Agreement.
 - iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.
- b. **Duties of SRO.** The City shall also provide the School District with an officer capable of providing the following SRO services:
 - i. Report directly to the City Police Chief or his/her designee.
 - ii. Patrol and observe all areas of the school buildings and grounds.
 - iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, using force only when necessary.
 - iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations. Make appropriate referrals as necessary.
 - v. Report all violations of law, school rules, regulations or policies to school administration.

- vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
 - vii. Act as liaison with police and other emergency personnel.
 - viii. Build relationships by being a liaison between the police department and the School District.
 - ix. Advise school administration of any circumstances or situation, coming to the SRO's attention, that may create any potential harm to persons, or damage to, or loss of property.
 - x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
 - xi. Become familiar with all hidden recesses in the building and check them as time permits.
 - xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
 - xiii. Question any individual not having appropriate identification to ascertain his/her business on school property and take appropriate action.
 - xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
 - xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to impaired driving, weapons, sale, and use of illegal drugs, etc.
 - xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
 - xvii. Educate potential school-age victims in crime prevention and safety.
 - xviii. Develop or expand crime prevention efforts for students.
- c. **Event Duties.** Upon request of the School District, the City will provide the SRO for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
- d. **All Duties.** SRO shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall not detain or question students for the sole purpose of ascertaining their immigration status. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

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

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

10. **Absences and Replacements.**

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

- i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate the SRO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.
- ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long- term absences by the SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

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

12. **Indemnification.**

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

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

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

- a. Investigations involving possible infractions of the District's Code of Conduct and the imposition of discipline thereunder are the responsibility of the District's administration. While the SRO may act as a resource to a school administrator

during an investigation, the SRO may not directly question students or assign discipline.

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

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

CITY OF BATAVIA

BATAVIA CITY SCHOOL DISTRICT

Eugene Jankowski Jr., City Council President

~~Anibal Soler, Jr.~~ Jason Smith., Superintendent

Date _____

Date _____

SEAL

SEAL

~~Martin Moore~~ Rachael Tabelaski, City Manager

Date _____

SEAL

Shawn Heubusch, Police Chief

Date _____

SEAL

ADDENDUM A

Parents' Bill of Rights for Data Privacy and Security

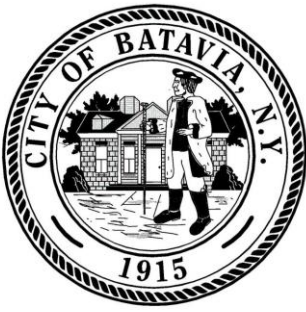
ADDENDUM B

Parents' Bill of Rights – Supplemental Information Addendum

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

ADDENDUM C

City's Data Security and Privacy Plan



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, City Manager

Date: March 18, 2022

Subject: Creation of Temporary Position – Detective

The City of Batavia Police Department is planning for an upcoming retirement in the Detective Bureau.

Remaining fully staffed in the Detective Bureau is important as detective work is specialized and the time to familiarize oneself with existing cases and investigative techniques, witnesses, victims, offenders, etc. can be substantial.

By promoting an existing City of Batavia Police Officer we will ensure the new Detective will have time to work alongside the other detective's to learn the functions and responsibilities of the job and create a smooth transition.

The temporary job will be funded by the FY 22/23 operating budget and is anticipated to increase the Police Department expenditures budget by \$15,000. If needed, budget amendments can be made during the sixth-month budget departmental review, or at the end of the year.

I recommend as part of the City's Succession Planning that City Council authorize the creation of the Temporary Position of Detective, and allow for advertising of this position immediately with the intent to hire after April 1, 2022.

#XX-2022

RESOLUTION TO CREATE A TEMPORARY POSITION OF DETECTIVE

Motion of Councilmember

WHEREAS, in preparation of the upcoming retirement of a Detective, and considering the management responsibilities and workload of this position it is necessary to create a temporary position; and

WHEREAS, the creation of this position will allow for a smoother transition in planning for the retirement and handling the workload of the department; and

WHEREAS, the newly created temporary position of Detective will support the department and allow ongoing training.

NOW, THEREFORE, BE IT RESOVLED, that the Council of the City of Batavia hereby authorizes the creation of said position.

**Seconded by
and on roll call**

DRAFT