

## BATAVIA CITY COUNCIL CONFERENCE MEETING

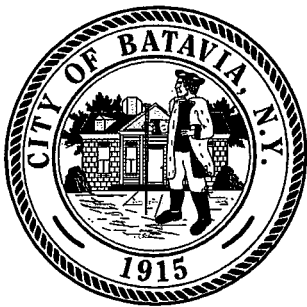
City Hall - Council Board Room  
One Batavia City Centre  
Monday, October 24, 2022 at 7:00 p.m.

### AGENDA

- I. Call to Order
- II. Invocation – Councilmember Briggs
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
  - a. Christmas in the City – Batavia BID
  - b. Christmas in the City – Batavia Players
- VII. Council President Report
  - a. Announcement of the next City Council Business Meeting to be held on Tuesday, November 14, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
- VIII. Presentation- Robbie Nichols- Dwyer Stadium
- IX. Animal Restriction Ordinance- SEQR
- X. Replacement of City Phones Ring Central Agreement
- XI. Deferred Compensation Provider Selection
- XII. Use of Reserves for Ice Rink Chiller
- XIII. Electrical Preventative Maintenance Contract
- XIV. Marchiselli Finding Agreement- Richmond & Harvester Avenue
- XV. Purchase of Folding Machine

XVI. Bullet Proof Vest Grant

XVII. Adjournment



# City of Batavia

## **MEMORANDUM**

**To:** Rachael Tabelski, City Manager  
**From:** Heidi J. Parker, Clerk-Treasurer  
**Date:** 10/18/22  
**Subject:** Event Summary

Below please find the summary for the events to be reviewed by City Council on October 24, 2022:

### **BID / Batavia Players Christmas in the City – 12/3/22**

Estimated cost from the police department is \$900.00 and from Bureau of Maintenance is \$2,796.17, however these are budgeted costs in the City's 2022/2023 Budget. There are no other costs from the other departments.

**\*\*NOTE** – Event sponsors are responsible for any costs that may be incurred because of their event and have been made aware of estimated costs, if any.

**Bureau of Clerk/Treasurer  
One Batavia City Centre  
Batavia, New York 14020**

**Phone: 585-345-6305  
Fax: 585-343-9221  
[www.batavianewyork.com](http://www.batavianewyork.com)**



8/31

Official Use Only:

2022-51  
Event Application #:

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

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

Event Sponsor Batavia BID  
Type of Event Christmas In the City  
Day and Date of Event Saturday December 3<sup>rd</sup>  
Time of Event (don't include set up time here - just actual event time) TBT 1pm?  
Location of Event Main St and Center St.  
Details of Event (be as specific as possible!) Parade, caroling, food, drinks

Contact Information:

Primary contact: \_\_\_\_\_ Secondary contact: \_\_\_\_\_  
Name Shannon Maute  
Phone # 409-5531  
Mailing address 200 E main St.  
E-mail address director@downtownbataviayc.com

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

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

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

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

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

**EVENT INFORMATION (required):**

Set up date: 12/3/22 Set up time: 11 Am  
Tear down date: 12/3/22 Tear down time: 8pm

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

Date: 12/3/22 Start time: 1pm End time: 8pm  
Estimated crowd size: 400-500 # of Vendors/Displays TBT

**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  Christmas Music

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? lights

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) 4300 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\* 2 10 x 10

**ANCHORING INTO PAVEMENT IS PROHIBITED!**

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

**STREET CLOSURE(S):**

**ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE**

Will street(s) need to be closed for the event? Yes  No  Reason: horse & Buggy rides

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

Center St from Main to School &  
Street to be closed Cross Streets  
Main St from Waddys to Geico for about 30 min. for parade  
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? 10

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. 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.

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**Hold Harmless Agreement**

Shannon Maute, 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 Shannon Maute (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.

8/31/22  
Date:

Batavia BID  
Name of Event Sponsor:

Smaute  
Authorized Signature, Title

Shannon Maute  
Name - Printed or Typed

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

8/31/22  
Date:

Shannon Maute  
Signature of Applicant:

**Please forward this application to:**

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

**SPECIAL EVENT APPLICATION  
DEPARTMENT APPROVAL SUMMARY**

**FOR OFFICIAL CITY USE ONLY**

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

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

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

Department: \_\_\_\_\_  
*List Department Name Here*

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

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

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

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

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

Appendices



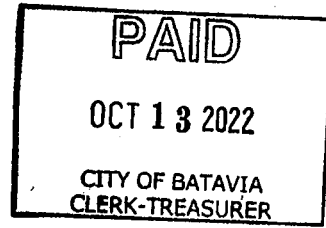
SPECIAL EVENTS INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available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

TEMPORARY STRUCTURE SETUP AND DAILY CHECKLIST (tent and membrane structures)			
YES	Item to Verify	NO	Corrective Action

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



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



Official Use Only:

2022-54  
Event Application #:

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

Event Sponsor Batavia Players Inc. / BID  
Type of Event Christmas In The City  
Day and Date of Event December 3rd, 2022  
Time of Event (don't include set up time here - just actual event time) 10AM - 8PM  
Location of Event Mall Concourse Map Attached  
Details of Event (be as specific as possible!) Vendors, Entertainment, Refreshments, Santa

Contact Information:

Primary contact:

Name Patrick Burk  
Phone # 518-461-5202  
Mailing address PO Box 256 Batavia  
E-mail address burk.patrick1956@gmail

Secondary contact:

Shannon Maudé  
585-459-5531

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

Will there be alcohol at your event? Yes  No  If yes, complete the following:  
Type of alcoholic beverage to be served: Liquor  Wine  Beer   
Will you be providing alcohol to your group? Yes  No   
Will you be selling alcohol to your group? Yes  No  Insurance certificate **WILL BE** required with **Liquor Legal**.  
Will people be allowed to bring alcohol to the event? Yes  No   
Who will be applying to the NYS Liquor Authority for the permit to sell? \_\_\_\_\_

**It is the Applicant's responsibility to police the area during the gathering to make sure all Alcohol Beverage Control rules are followed. Also, after the event Applicant is responsible to dispose of all empty bottles and debris.**  
**\*\* If you are contracting with a group to sell alcohol during your event on city property, separate insurance is required from them with Liquor Legal in addition to your insurance. \*\***

**EVENT INFORMATION (required):**

Set up date: 12/2 & 12/3

Set up time: 4PM to 9PM 12/2 8am - 10am 12/3

Tear down date: 12/3

Tear down time: 8PM to 9PM

*No male employee needed*

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

Date: 12/3 Start time: 10AM End time: 8PM

Estimated crowd size: 1500 # of Vendors/Displays 40+

**WILL THE EVENT INCLUDE:**

- Parade: Yes  No  (MAP OF DESIRED ROUTE MUST BE ATTACHED) *-B10 Route*
- Run or Walk: Yes  No  (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Music: Yes  No  (SITE DRAWING OF STAGE OR DJ LOCATION ATTACHED) *- Mall Stage*
- 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? Mall Outlets for Vendors

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):** *On BID application*

**ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE**

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

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

\_\_\_\_\_  
Street to be closed & \_\_\_\_\_  
Cross Streets  
\_\_\_\_\_  
Street to be closed & \_\_\_\_\_  
Cross Streets  
\_\_\_\_\_  
Street to be closed & \_\_\_\_\_  
Cross Streets  
\_\_\_\_\_  
Street to be closed & \_\_\_\_\_  
Cross Streets

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

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

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

Are there any other city materials or personnel requested for the event? Identify below: *(there may be additional costs)*

**POLICE**

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

**FINAL DETERMINATION FOR NUMBER OF POLICE OFFICERS and UTILIZATION WILL BE AT THE DISCRETION OF THE CITY.**

**PLEASE NOTE:**

1. Be as specific as possible in the description so we have the best understanding of your event. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
2. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** by any Vehicle or Concession at any time.
3. An Emergency Vehicle Safety Lane Must be Maintained at All times at All Locations
4. Fuel Containers Must be of an Approved type and Must be Properly Secured
5. Deep Fryers Must Be Approved. Commercial Types Require a Type "K" Portable Fire Extinguisher
6. All Food Vendors Must Have a Type ABC Fire Extinguisher. All Fire Extinguishers Must Be Inspected Within The Last Year. **A Valid Health Department Permit Must Be Displayed.**
7. No grease or substance of any kind may be discharged upon the streets, sidewalks, or into the storm drains and/or sewers
8. City Sign Ordinances Shall Be Complied With At All Times And In All Regards
9. No paint or other markings may be placed on the street surface.
10. 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.

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**Hold Harmless Agreement**

**BID**  
Batavia Playan Inc., 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 **BID /** Batavia Playan Inc. (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.

10/13/22  
Date:

Batavia Playan, Inc.  
Name of Event Sponsor:

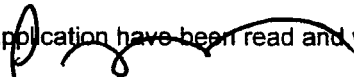


Authorized Signature, Title

Patrick D. Burk  
Name - Printed or Typed

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

10/13/22  
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**

<u>OFFICIAL USE ONLY</u>				
Department Recommendations:	Approved	Denied	Additional Costs	Department Initials
DPW (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Fire Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Police Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

*If recommendation is denied, please attach a brief explanation*

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

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

**Department:** \_\_\_\_\_  
List Department Name Here

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

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

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

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

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

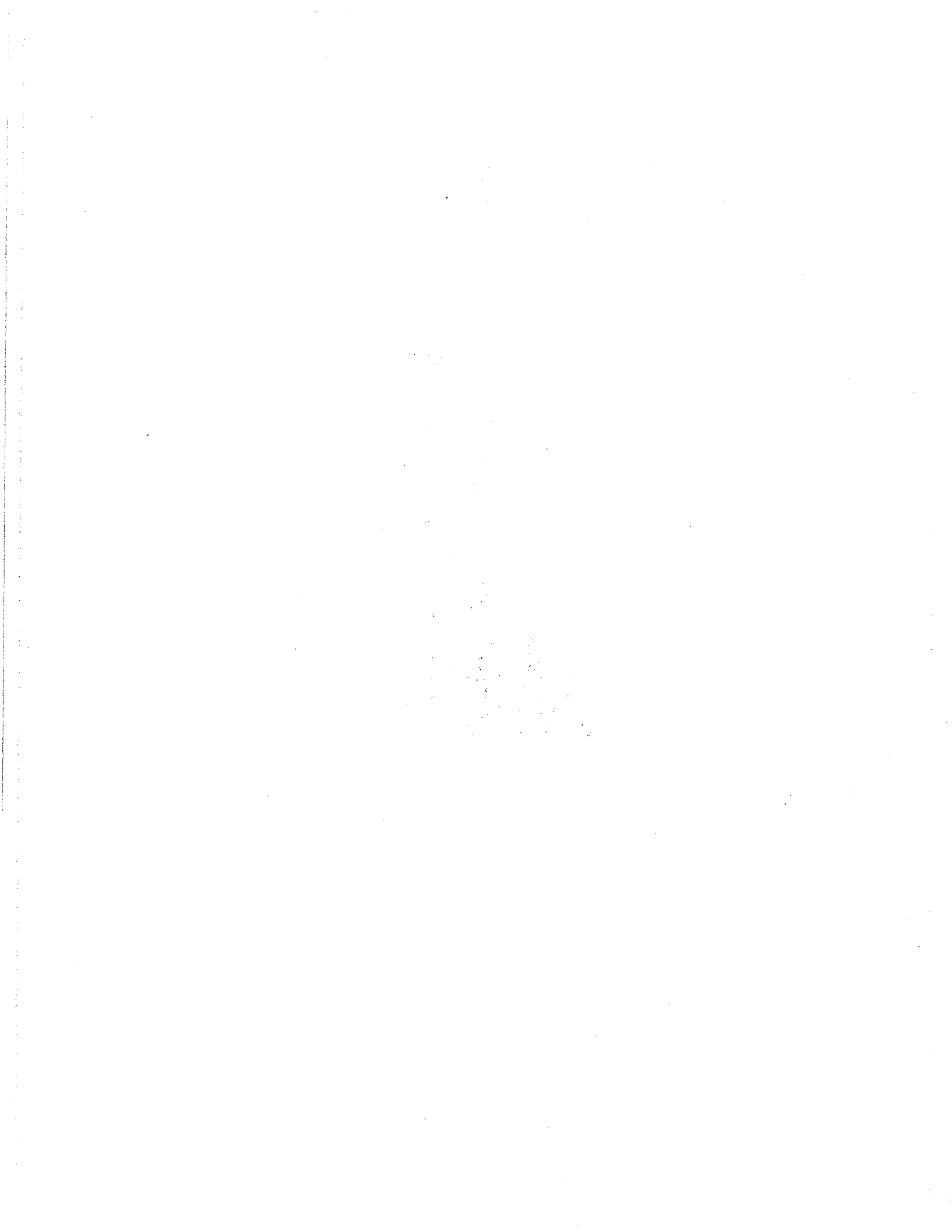
Appendices

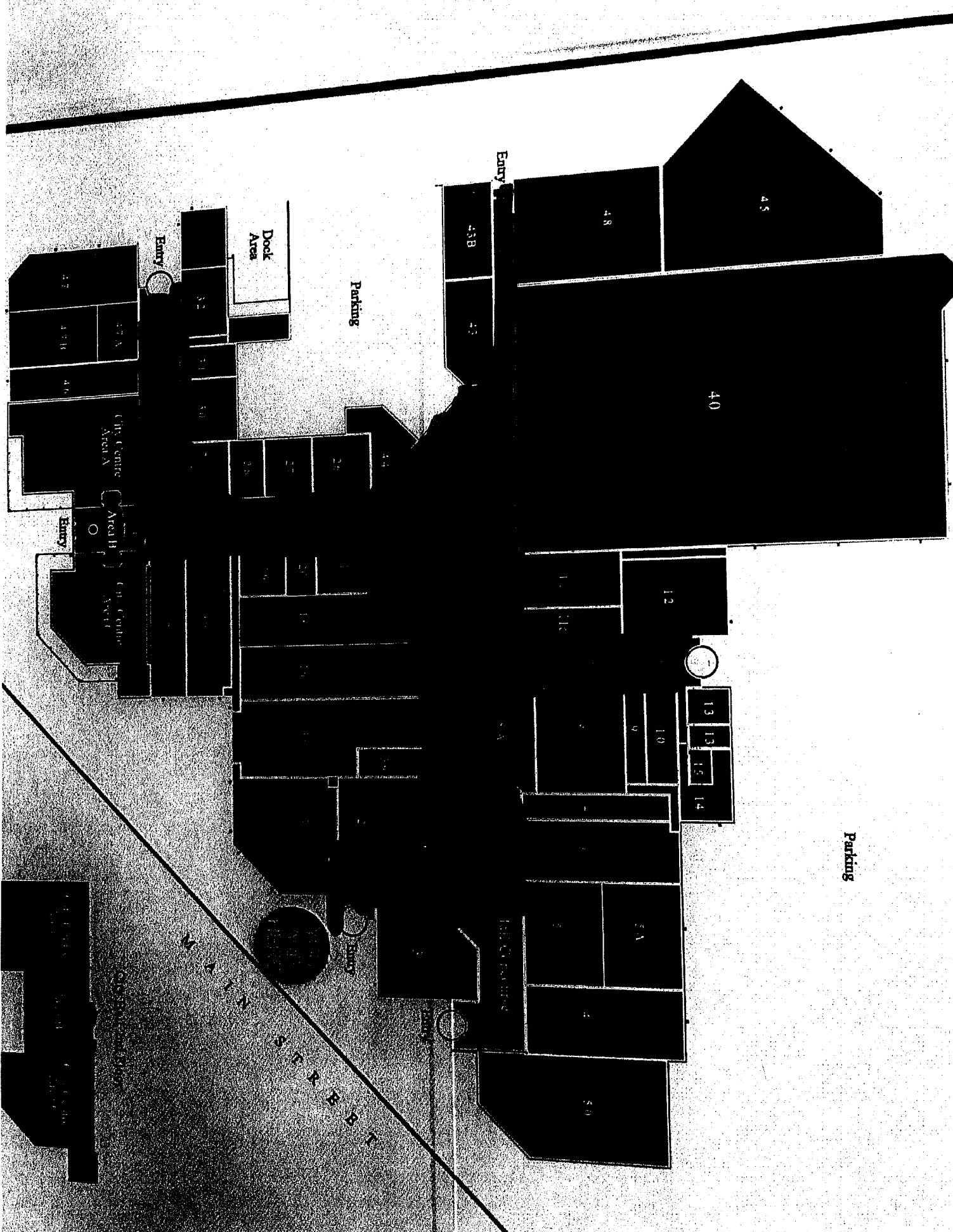
SPECIAL EVENTS INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?		Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?		Do not use generator unless moved to safe area
	Generator has appropriate extinguisher available		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:





45

48

40

12

13

13

15

14

10

9

21

22

43B

43

Parking

Dock Area

Entry

CITY Centre  
Area A

Area B

CITY Centre  
Area C

Entry

Entry

Entry

MAIN STREET

Parking

#-2022

**A RESOLUTION ESTABLISHING THE CITY OF BATAVIA AS LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQR") FOR AN AMENDMENT TO THE BATAVIA MUNICIPAL CODE, AND ACTION TO AMEND CHAPTER 190 ENTITLED "ZONING" TO RESTRICT ANIMALS AND FOWL AND DETERMINING SIGNIFICANCE UNDER SEQR**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia has proposed to amend the Batavia Municipal Code Section 190 entitled "zoning" to restrict animals and fowl; and

**WHEREAS**, the amendment of the City's zoning with respect to the foregoing is an Unlisted Action under SEQR; and

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

**WHEREAS**, an Environmental Assessment Form has been completed for the Action, a copy of which is attached hereto as Schedule A; and

**WHEREAS**, the City Council has carefully reviewed the potential environmental impacts of the proposed action against the criteria set forth in 6 NYCRR 617.7(c) and reviewed the potential environmental impacts required by SEQR.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Batavia in accordance with SEQR and 6 NYCRR 617.6 hereby establishes itself as Lead Agency for the purpose of completing SEQR review of the amendment to the City's zoning code; and

**BE IT FURTHER RESOLVED**, that the City Council having reviewed a completed Environmental Assessment Form and accompanying narrative which is part of the record of this Action and having considered the environmental impacts of the proposed action against the criteria in 6 NYCRR 617.7(c), finds that the proposed action will not result in any significant adverse environmental impact; and

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

**Seconded by Councilmember  
And on roll call**

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: Restrictions of animals and fowl		
Project Location (describe, and attach a general location map): City of Batavia		
Brief Description of Proposed Action (include purpose or need): City code amendment restricting certain types of animals and fowl.  The regulation would restrict persons from owning, bringing into, possessing, keeping, harboring or feeding farm animals, cloven hoofed animals, equine, or fowl, and wild animals within the city limits.		
Name of Applicant/Sponsor: City of Batavia City Council		Telephone: 585-345-6345
		E-Mail:
Address: One Batavia City Centre		
City/PO: Batavia	State: NY	Zip Code: 14020
Project Contact (if not same as sponsor; give name and title/role): Douglas Randall, Code Enf. Officer		Telephone: 585-345-6327
		E-Mail:
Address: One Batavia City Centre		
City/PO: Batavia	State: NY	Zip Code: 14020
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Batavia City Council	5/31/22
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
The municipal code amendment is proposed throughout the entire city	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

Municipal code amendment that encompasses all zoning use districts \_\_\_\_\_  
\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No

If Yes,  
i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? City of Batavia School District

b. What police or other public protection forces serve the project site?  
City of Batavia Police, Genesee County Sheriff's Office, New York State Police

c. Which fire protection and emergency medical services serve the project site?  
City of Batavia Fire Dept.

d. What parks serve the project site?  
City of Batavia and Genesee County Parks.

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres  
b. Total acreage to be physically disturbed? \_\_\_\_\_ acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
\_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_
- Anticipated commencement date of phase I (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_

ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length

iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_

ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_

iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): \_\_\_\_\_
- Over what duration of time? \_\_\_\_\_

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_

v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres

vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres

vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet

viii. Will the excavation require blasting?  Yes  No

ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_



ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

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

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will a line extension within an existing district be necessary to serve the project?  Yes  No

 If Yes:
 

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

---

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:
 

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_

---

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:
 

- How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)
- Describe types of new point sources. \_\_\_\_\_
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_
  - If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_
  - Will stormwater runoff flow to adjacent properties?  Yes  No

---

f. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No  
 If Yes, identify:
 

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

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g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:
 

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No
- In addition to emissions as calculated in the application, the project will generate:
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
  - \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

---

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

---

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

---

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

\_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

\_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

\_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

\_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

\_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)

Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

\_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site: \_\_\_\_\_  
 \_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No  
 If Yes:  
 i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
 ii. Source(s) of description or evaluation: \_\_\_\_\_  
 iii. Extent of community/habitat:  
 • Currently: \_\_\_\_\_ acres  
 • Following completion of project as proposed: \_\_\_\_\_ acres  
 • Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No  
 If Yes:  
 i. Species and listing (endangered or threatened): \_\_\_\_\_  
 \_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No  
 If Yes:  
 i. Species and listing: \_\_\_\_\_  
 \_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No  
 If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_  
 \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
 If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
 i. If Yes: acreage(s) on project site? \_\_\_\_\_  
 ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
 If Yes:  
 i. Nature of the natural landmark:  Biological Community  Geological Feature  
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_  
 \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No  
 If Yes:  
 i. CEA name: \_\_\_\_\_  
 ii. Basis for designation: \_\_\_\_\_  
 iii. Designating agency and date: \_\_\_\_\_



e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Douglas Randall, contact for City of Batavia      Date 6/27/22

Signature       Title Code Enforcement Officer

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

	Agency Use Only [If applicable]
Project:	Restrictions of animals and fow
Date:	5/27/22

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b>			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**2. Impact on Geological Features**

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

*If "Yes", answer questions a - c. If "No", move on to Section 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**3. Impacts on Surface Water**

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

*If "Yes", answer questions a - l. If "No", move on to Section 4.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b>			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b>			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b>			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>



**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.  
(See Part 1. D.2.j)

 NO YES

*If "Yes", answer questions a - f. If "No", go to Section 14.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.  
(See Part 1. D.2.k)

 NO YES

*If "Yes", answer questions a - e. If "No", go to Section 15.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.  
(See Part 1. D.2.m., n., and o.)

 NO YES

*If "Yes", answer questions a - f. If "No", go to Section 16.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**16. Impact on Human Health**

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)  
*If "Yes", answer questions a - m. If "No", go to Section 17.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans.  
(See Part 1. C.1, C.2. and C.3.)

NO

YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.  
(See Part 1. C.2, C.3, D.2, E.3)

NO

YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**PRINT FULL FORM**

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:       Type 1                       Unlisted

Identify portions of EAF completed for this Project:    Part 1       Part 2       Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Batavia City Council as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Restrictions of animals and fowl

Name of Lead Agency: Batavia City Council

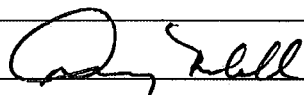
Name of Responsible Officer in Lead Agency: Eugene Jankowski Jr.

Title of Responsible Officer: City Council President

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)



Date: 6/27/22

**For Further Information:**

Contact Person: Douglas Randall, Code Enforcement Officer

Address: One Batavia City Centre, Batavia, NY 14020

Telephone Number: 585-345-6327

E-mail: drandall@batavianewyork.com

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**PRINT FULL FORM**



## GENESEE COUNTY PLANNING BOARD REFERRALS NOTICE OF FINAL ACTION

GCDP Referral ID C-07-BAT-10-22  
Review Date 10/13/2022

Municipality BATAVIA, C.  
Board Name BATAVIA CITY COUNCIL  
Applicant's Name Douglas Randall, contact for City of Batavia  
Referral Type Zoning Text Amendments  
Variance(s) \_\_\_\_\_  
Description: Zoning Text Amendments to regulate certain animals.

Location Entire City of Batavia  
Zoning District Residential Districts (R+A, R-1 and R-2)

### PLANNING BOARD RECOMMENDS:

**APPROVAL**

### EXPLANATION:

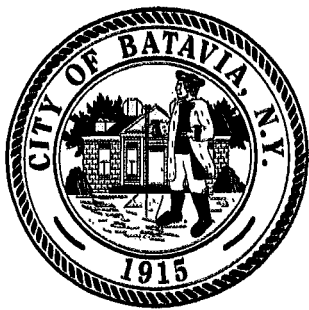
The proposed Zoning Text Amendments are intended to protect the health, safety, and welfare of the City and should pose no significant county-wide or inter-community impact. It is recommended that the City make minor modifications to the text as proposed by the County Planning Director in his email to the City Manager.

Director

October 13, 2022

Date

If the County Planning Board disapproved the proposal, or recommends modifications, the referring agency shall NOT act contrary to the recommendations except by a vote of a majority plus one of all the members and after the adoption of a resolution setting forth the reasons for such contrary action. Within 30 days after the final action the referring agency shall file a report of final action with the County Planning Board. An action taken form is provided for this purpose and may be obtained from the Genesee County Planning Department.



# City of Batavia

## *Memorandum*

To: Honorable Council Members

From: Erik Fix, Assistant City Manager

Date: October 14, 2022

Subject: Centralized City Phone System

The City of Batavia's current centralized phone service is antiquated and the service agreement with Cisco services has expired. In January of 2022, the City put together a committee consisting of the Assistant City Manager, Chief of Police and Confidential Secretary to the Manager along with Outside Consultants from KI Consulting and Bolder IT Strategies to look into the purchase of a new phone system.

The committee accepted applications from four phone vendors and scored them on a matrix that weighted cost, functionality, and usability with 5 other criteria. In the end, all members agreed that Ring Central Inc., scored the best out of the four proposals.

Prior to agreeing to contract with Ring Central, members of the committee had the opportunity to speak with IT staff at Steuben County who have worked with Ring on a new system for the county. In addition, City staff have discussed the potential installation with their current IT provider AIS to ensure they can assist with installation if needed.

The phone system is cloud based and allows for significant features to assist city staff in additional options for communication. The contract is a 60 month contract with the ability to add additional 12 month contracts after that. The contract includes new phones, training and installation.

#xx-2022

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH RING CENTRAL FOR IMPLEMENTATION OF CITY PHONE SYSTEM**

**Motion of Councilmember**

**WHEREAS**, the current central City phone system is no longer serviced by CISCO Systems; and

**WHEREAS**, the City of Batavia has solicited potential contracts for the centralized phone system; and potential contracts were reviewed by a committee of city staff and outside consultants, who on September 15, 2022 agreed that Ring Central Inc., had the most comprehensive program that meets the needs of the city; and

**WHEREAS**, the project will include installation and implementation of a cloud based phone system by Ring Central; and

**WHEREAS**, the City of Batavia will utilize the services of Alternative Information Systems, Inc to assist in the internal components of the system; and

**WHEREAS**, this contract will be for a term of sixty months at a rate of \$22,290 initially, including the phones themselves; and

**WHEREAS**, the City of Batavia is desirous to utilize contingency to fund the initial capital expenditure of the central City phone system for fiscal year 2022-23, with remaining years being budgeted accordingly; and

**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 City Phone System with Ring Central, Inc., and use \$22,920 of Contingency to purchase the system and expenses related to the first year of the contract and make the following budget amendment to the 2022/23 budget, effective November 8, 2022:

Decrease expense account:

A.01.1989 500	Contingency	\$22,920.00
---------------	-------------	-------------

Increase expenditure accounts:

A.01.1230 431	City Manager Telephone	\$ 2,521.20
A.01.1310 431	Finance Telephone	\$ 322.82
A.02.1325.1325 431	Clerk-Treasurer Telephone	\$ 1,129.86
A.02.1355 431	Assessment Telephone	\$ 645.63
A.02.1430 431	Personnel Telephone	\$ 645.63
A.03.1490 431	DPW Administration Telephone	\$ 968.45
A.04.3120.3120 431	Police Telephone	\$ 6,799.15



A.05.3410.3410 431	Fire Telephone	\$ 3,228.17
A.03.3620 431	Inspection Telephone	\$ 1,291.27
A.02.1325.4020 431	Vital Statistics Telephone	\$ 161.41
A.03.5010.5010 431	Maint Administration Telephone	\$ 2,259.72
EW.03.8310 431	Water Admin. Telephone	\$ 968.45
ES.03.1710 431	Wastewater Admin. Telephone	\$ 1,936.90

**Seconded by Councilmember  
and on roll call**

DRAFT

# RingCentral

## INITIAL ORDER FORM – MVP SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. (“RingCentral”) and **City of Batavia** (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “Agreement”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office”, whether in terms of service, advertising or product descriptions, mean “RingCentral MVP”.

**Customer**

City of Batavia

One Batavia City Centre  
Batavia, NY 14020  
United States

Angie Dickson  
(585) 345-6333  
adickson@batavianewyork.com

**Service Provider**

RingCentral, Inc.

20 Davis Drive  
Belmont, CA 94002  
United States

**Service Commitment Period**

**Start Date:** September 23, 2022

**Initial Term:** 60 Months

**Renewal Term:** 12 Months

**Payment Schedule:** Annual

## RingCentral MVP Services

### Recurring Services

Summary of Service	Qty	Rate	Subtotal
<b>DigitalLine Unlimited Standard</b>	<b>72</b>	<b>\$231.00</b>	<b>\$16,632.00</b>
DigitalLine Unlimited Standard		\$171.00	
Compliance and Administrative Cost Recovery Fee		\$48.00	
e911 Service Fee		\$12.00	
<b>DigitalLine Basic</b>	<b>12</b>	<b>\$144.00</b>	<b>\$1,728.00</b>
DigitalLine Basic		\$84.00	
Compliance and Administrative Cost Recovery Fee		\$48.00	
e911 Service Fee		\$12.00	
<b>Polycom Trio 8500 Conference Phone - Rental</b>	<b>4</b>	<b>\$153.00</b>	<b>\$612.00</b>
<b>Polycom VVX 450 Business IP Phone with 1 Expansion Module - Rental</b>	<b>10</b>	<b>\$75.60</b>	<b>\$756.00</b>
<b>Polycom VVX 350 Business IP Phone - Rental</b>	<b>62</b>	<b>\$48.00</b>	<b>\$2,976.00</b>
<b>Polycom OBi302 ATA - Rental</b>	<b>8</b>	<b>\$27.00</b>	<b>\$216.00</b>
<b>RingCentral Video</b>	<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>
		<b>Annual Recurring Services*</b>	<b>\$22,920.00</b>

**Total Initial Amount**

**\$22,920.00**

\*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

### Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at [billingsupport@ringcentral.com](mailto:billingsupport@ringcentral.com).

**Customer Reference.** Customer agrees to provide RingCentral upon request, with a case study, press release/activity, blog post, written recommendation, video testimonial, public speaking opportunity or other similar public marketing activity which RingCentral is free to use in its reasonable discretion for marketing purposes.

### Free Services Credit

Customer will be entitled to receive a one-time credit in the amount of 9,681.25 US Dollars. This credit will be applied against charges for recurring Services set forth in this Order Form, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer for the recurring Services included in this Order Form until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, seats, licenses, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and any unused amount will expire immediately upon termination of your Order Form.

**Special Terms & Notes**

1) Applicable Agreement. The Parties acknowledge and agree that when the Authorized User purchases Services that are available for purchase under RingCentral's New York State Office of General Services (OGS) contract Group 73600 – Award 22802 – Information Technology Umbrella Contract – Manufacturer Based (Statewide), Contract PM68236 for Lot 3 – Cloud (low risk) ("Contract PM68236"), then the RingCentral Master Services Agreement ("Agreement") is incorporated as an integral part of Authorized User's Authorized User Agreement pursuant to Contract PM68236 Section 2.61 and Appendix B Section 28, **MODIFICATION OF CONTRACT TERMS / ADDITIONAL OR ALTERNATIVE TERMS AND CONDITIONS IN AN AUTHORIZED USER AGREEMENT.**

2) 30-Day Trial Period: Customer may terminate this Agreement with written notice to RingCentral at any time within thirty (30) days of the Effective Date. In the event of a timely termination, Customer shall not owe any fees or charges for the Services being provided in respect of any period subsequent to the date of such written notice (except those arising from continued Usage) and shall be entitled to a pro-rata refund of any prepaid and unused fees for the Services.

3) re: Contract PM68236 Section 2.1.3 Lot 3 – Cloud  
For the duration of an Authorized User Agreement, the Cloud Solution shall conform to RingCentral's specifications, Documentation, performance standards (including applicable license duration, warranties, guarantees, Service Level Agreements, service commitments, and credits).

4) As determined by the Authorized User pursuant to Contract PM68236:  
- the Data Classification / Level of Risk is LOW;  
- Section 3.4.4 Data Location and Related Restrictions, the CONUS requirement is deleted; and  
- Section 3.4.5 Support Services, the CONUS requirement is deleted.

5) Renewal: Contract PM68236 expires on 11-29-2022. Subscription renewal(s) must occur ON OR BEFORE 11-29-2022 otherwise the renewal will not be valid. Authorized User acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the Authorized User's loss of RingCentral furnished Services resulting from a disruption of Service because of a non-renewal of the Subscription, including but not limited to losing assigned phone numbers, inability to make or receive calls or facsimiles, and lack of access to emergency calling services.

**IN WITNESS WHEREOF**, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer  
**City of Batavia**

RingCentral  
**RingCentral, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: **Joe Jacob**  
Title: **SVP, Field Sales**  
Date: \_\_\_\_\_

**re: Group 73600 – Solicitation 22802, OGS Contract No. PM68236  
Information Technology Umbrella Contract Manufacturer Based (Statewide)  
Pursuant to Appendix B Section 28**

**MASTER SERVICES AGREEMENT**

**THIS MASTER SERVICES AGREEMENT** (together with its Attachments, the “Agreement”) between **RingCentral, Inc.**, a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“RingCentral”), and **City of Batavia**, organized and existing under the laws of New York and having its office at One Batavia City Centre, Batavia, NY 14020 (“Customer”) is effective as of the last date of signature below (“Effective Date”). RingCentral and Customer may be individually referred to as a “Party” or collectively as the “Parties.”

**BACKGROUND**

- A. RingCentral is a party to Group 73600 – Solicitation 22802, OGS Contract No. PM68236 Information Technology Umbrella Contract Manufacturer Based (Statewide) with the People of the State of New York, acting by and through the Commissioner of the Office of General Services (the “Umbrella Contract”).
- B. The Parties acknowledge and agree that when Customer purchases Services under the Umbrella Contract, then this Agreement is incorporated as an integral part of Customer’s Authorized User Agreement pursuant to Contract PM68236 Section 2.61 and Appendix B Section 28, MODIFICATION OF CONTRACT TERMS / ADDITIONAL OR ALTERNATIVE TERMS AND CONDITIONS IN AN AUTHORIZED USER AGREEMENT.
- C. Pursuant to the Umbrella Contract Section 3. LOT 3 – CLOUD SPECIFIC TERMS AND CONDITIONS, for the duration of an Authorized User Agreement, the Cloud Solution shall conform to the Cloud Solution Manufacturer’s specifications, Documentation, performance standards (including applicable license terms, warranties, guarantees, Service Level Agreements, service commitments, and credits).
- (i) As determined by the Customer pursuant to Contract PM68236, the Data Classification/Level of Risk is LOW, under Section 3.4.4 Data Location and Related Restrictions, the CONUS requirement is not applicable, and under Section 3.4.5 Support Services, the CONUS requirement is not applicable.
- D. This Agreement sets out the elements listed in the preceding paragraph C.
- E. This Agreement has been modified and conforms with Umbrella Contract Appendix B Section 28 MODIFICATION OF CONTRACT TERMS / ADDITIONAL OR ALTERNATIVE TERMS AND CONDITIONS IN AN AUTHORIZED USER AGREEMENT.
- F. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact center and related services, applications and product integrations.
- G. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.
- H. This Agreement sets forth the terms and conditions under which RingCentral will

provide such services and products to Customer.

The Parties agree as follows:

**1. Definitions**

Capitalized terms not defined have the meaning given to them in Exhibit A.

**2. Ordering and Term**

**A. Ordering Services**

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; and (ii) the scheduled Start Date. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services and software via the Administrative Portal or by signing additional Order Forms.

**B. Attachments**

The Service Attachments applicable to Customer's Services, and any other Attachments agreed by the parties, are incorporated into and form a part of this Agreement.

- Exhibit A – Definitions
- Service Attachment A – RingCentral Office Services (now known as MVP Services)
- Service Attachment B – Professional Services Agreement
- Attachment C – Service Level Agreement for Office Services (now known as MVP Services)
- Attachment E – Security Addendum

**C. Equipment**

RESERVED

**D. Term of this Agreement.**

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

**E. Services Term**

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

**3. Invoicing and Payment**

**A. Prices and Charges.**

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, and minute bundles) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is permitted by Law to pass on to its customers as a surcharge may be increased on thirty (30) days' written notice.

Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

**B. Invoicing and Payment**

Invoices will be issued in accordance with the payment terms set forth in the Order Form. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

**C. Taxes**

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

**D. Billing Disputes**

If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

**4. Provision of the Service**

**A. General Terms**

RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term

without Customer's consent.

**B. Customer Care**

- i. Customer must provide all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no additional cost.
- ii. RingCentral will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via RingCentral Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the RingCentral Customer Care support.
- iii. Customer may open a case with RingCentral Customer Care at <https://support.ringcentral.com/>. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account, and will be required to follow RingCentral's authentication protocol.

**C. Professional Services**

RingCentral offers a broad portfolio of professional services that includes onsite and remote installation, configuration and support services; and extended enterprise services including dedicated proactive network monitoring and premium technical support. Any such services are governed by this Agreement, the Professional Services Agreement Service Attachment, and any applicable Statement of Work (SOW).

**D. Subcontracting**

RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

**E. Access**

RingCentral may access your Account and related data as required to provide the Services.

**5. Use of the Service**

**A. Service Requirements**

The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

**B. Use Policies**

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or interfere with the operation of the



RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

RingCentral may update the Use Policies from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

**i. Acceptable Use Policy**

The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>.

Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if fraudulent or illegal activity occurs in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid the potential of a Service disruption.

**ii. Emergency Services**

RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.

**iii. Numbering Policies**

The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

**6. Termination**

**This Section 6 shall not be valid or binding on Customer to the extent that this term and condition is less favorable or conflicts with Umbrella Contract Appendix B Section 47 (Termination).**

**A. Termination for Cause**

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

In the event that RingCentral notifies Customer of a modification to any Use Policy made pursuant to this Agreement, that has a material adverse effect on Customer's use of the Services and is not required by Law, the Customer could object to the modification by sending written notice to RingCentral within thirty (30) days from the date such modification is notified. In that case, the Parties shall work in good faith to find a mutually agreeable solution. If after negotiating in good faith the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to the other Party.

Any use of the Services after the effective date of such modification will be deemed Customer's acceptance of the change.

**B. Effect of Termination**

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as set forth in Section 14.K. (Regulatory and Legal Changes) the Customer must, to the extent permitted by the Umbrella Contract, applicable Law, and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

**7. Intellectual Property**

**A. Limited License**

1. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
2. Customer will not, and will not allow its End Users, to:
  - a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity;
  - b) modify, adapt or create derivative works of the Software or any associated documentation;
  - c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
  - d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use;
  - e) create any competing Software or Services; or
  - f) remove any copyright or other proprietary or confidential notices on any Software or Services.

**B. IP Rights**

**i. RingCentral's Rights**

Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express

or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

## **ii. Customer Rights**

As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

### **C. Use of Marks**

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

## **8. Confidentiality**

### **A. Restrictions on Use or Disclosures by Either Party**

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

## **9. Data Protection**

**A. Data Privacy**

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with the Privacy Notice, which can be found at <http://www.ringcentral.com/legal/privacy-notice.html>. RingCentral may update the Privacy Notice from time to time and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

**B. Data Security**

**This Section 9.B. shall not be valid or binding on Customer to the extent that this term and condition is less favorable or conflicts with Umbrella Contract Appendix B Section 56 (Security).**

RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification.

Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

**C. Software Changes**

RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

**10. Limitation of Liability**

**This Section 10 shall not be valid or binding on Customer to the extent that this term and condition is less favorable or conflicts with Umbrella Contract Appendix B Section 63B (Limitation of Liability for Lot 3 - Cloud).**

**A. Excluded Damages.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO

COMPLY WITH LAW.

**B. Direct Damages.**

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

**C. Survival.**

The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the essential purpose of any limited warranty or available remedy provided herein.

**11. Indemnification**

**This Section 11. shall not be valid or binding on Customer to the extent that this term and condition is less favorable or conflicts with Umbrella Contract Appendix B Section 61 (Indemnification) and Appendix B Section 62 (Indemnification Relating to Infringement).**

**A. Indemnification by RingCentral**

i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.

ii) RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.

iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement, in its entirety or with respect to the affected Service, component or

part, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

**B. Indemnification by Customer**

Customer agrees, but only to the extent permitted by the laws and the constitution of the state of New York, to indemnify and defend RingCentral and its Affiliates at Customer's expense, from and against any and all Third Party Claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorized by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by the Customer.

**C. Defense and Indemnification Procedures**

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

**12. Warranties**

**A. RingCentral Warranty**

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement.

**B. Customer Warranty**

Customer's and its End Users' use of the Services must at all times comply with all applicable Laws and this Agreement.

**C. Disclaimer of Warranties**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **13. Dispute Resolution**

**This Section 13. shall not be valid or binding on Customer to the extent that this term and condition is less favorable or conflicts with Umbrella Contract Appendix B Section 64 (Disputes)**

#### **A. Good Faith Attempt to Settle Disputes**

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

#### **B. Venue**

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in the State of New York, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

#### **C. Equitable Relief**

Any breach of either Party's IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

#### **D. Limitations**

Except for actions for nonpayment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

### **14. Miscellaneous**

#### **A. Relationship of the Parties**

RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

#### **B. Assignment**

Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however

either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

#### **C. Notices**

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: to RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to [legal@ringcentral.com](mailto:legal@ringcentral.com), and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

#### **D. Force Majeure**

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

#### **E. Third-Party Beneficiaries**

RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### **F. Headings, Interpretation**

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

#### **G. Governing Law**

The Agreement is governed by the Laws of the State of New York, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

#### **H. Anti-Bribery**



Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

**I. Family Education Rights and Privacy Act (FERPA)**

Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

**J. Export Control**

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

**K. Regulatory and Legal Changes**

In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

**L. Entire Agreement**

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, and the Umbrella Agreement, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

Further, the Parties acknowledge and agree that when Customer purchases Services that are available for purchase under the Umbrella Contract ("OGS Covered Services"), then this Agreement is incorporated as an integral part of Customer's Authorized User Agreement pursuant to Umbrella Agreement Section 2.61 and Appendix B Section 28 ADDITIONAL CONTRACTOR TERMS AND CONDITIONS WITHIN AN AUTHORIZED USER AGREEMENT of OGS Contract Number PM68236 with regards to such OGS Covered Services.

**M. Order of Precedence**

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the Umbrella Contract; (ii) the applicable Order Form; (iii) the applicable Service Attachment; (iv) the main body of this Agreement; (v) Use Policies and Privacy Notice incorporated by reference in this Agreement; and (vi) any other document expressly referred to in this Agreement which governs the Services.

**N. Amendments**

Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to

any terms or conditions, including in the applicable Order Form, be effective.

**O. Severability and Waiver**

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

**P. Publicity**

**Umbrella Contract Appendix B Section 13 CONTRACT PUBLICITY governs.**

**Q. Execution**

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

**R. Counterparts**

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

**S. Survival**

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement below through their duly authorized representatives.

**Customer**

**RingCentral**

City of Batavia

RingCentral, Inc.

By:

By:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**DEFINITIONS**

**Definitions.** Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and **"control"** means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment (s)"** means documents appended to the contract containing additional terms for products and Services. Attachments are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
10. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
11. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
12. **"Dispute"** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record

and executed or adopted by a person with the intent to sign the record.

14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.
16. **"Helpdesk"** means first-tier support provided to End Users by Customer.
17. **"Indemnifying Party" and "Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
18. **"Initial Term"** has the meaning set forth in Section 2(E) (Services Term).
19. **"Intellectual Property Rights" or "IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
20. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
21. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
22. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
23. **"Renewal Term"** has the meaning set forth in Section 2(E) (Services Term).
24. **"RingCentral Customer Care"** means RingCentral's Customer support operations, available at <http://support.ringcentral.com>.
25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. **"Service(s)"** means all services provided under this Agreement, and set forth in one or more Order Form(s).
27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **"Taxes"** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **"Term"** means the Initial Term plus any Renewal Terms.
30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification

by RingCentral).

31. **“Umbrella Contract”** has the meaning set out in Background paragraph A.
32. **“Use Policy”** refers to any of the policies identified in Section 5(B) (UsePolicies).

## SERVICE ATTACHMENT A

### Service Attachment – RingCentral Office Services (now known as MVP)

This Service Attachment is a part of the Master Services Agreement that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Office Services to Customer.

#### 1. Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral Office includes

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- RingCentral Meetings, a video and audio conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

#### 2. Office Purchase Plans

##### A. Tiers of Service

RingCentral Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>.

While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

##### B. Minute and Calling Credit Bundles

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

### **3. N11 and other Calling**

**Operator Assisted Calling, 311, 511 and other N11 Calling.** RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

### **4. Directory Listing Service**

RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

**Opt Out.** Customer may opt out of the Directory Listing Service at any time, however RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

**No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

### **5. RingCentral Global Office**

**RingCentral Global Office** provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is



available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>.

This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

#### **A. Emergency Service Limitations for Global Office**

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

#### **B. Global Office Provided Only in Connection with Home Country Service.**

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

#### **C. Relationships with Local Providers.**

In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is responsible for all contracting, billing, and customer care related to those services.

## 6. Definitions

**Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
2. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
3. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
4. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
5. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

## SERVICE ATTACHMENT B

### SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

#### 1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).

#### 2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral as specified in the relevant SOW.

Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

#### 3. Customer Sites and Site Visits

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which

can found at:

[https://success.ringcentral.com/articles/RC\\_Knowledge\\_Article/9233](https://success.ringcentral.com/articles/RC_Knowledge_Article/9233)

- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
  - i. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service's bulk configuration utility);
  - ii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
  - iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

#### **4. Late Site Visit Change.**

The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a "**Late Site Visit Change**") will cause RingCentral to incur in expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

#### **5. Professional Services Acceptance**

Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Service Attachment – PS Agreement 20180802

Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following (“Acceptance”):

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.
- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed accepted upon performance.

## 6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit (“Service Expenses”). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
  - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours per day at the then-current T&M Services hourly rate.

## 7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

## 8. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
  - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
  - ii. all applicable Service Expenses incurred; and
  - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution. If termination occurs after one hundred and eighty (180) days of execution, Customer shall owe all outstanding fees for any Professional Services not yet performed, due under the Project Phase being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

## ATTACHMENT C

### SERVICE LEVEL AGREEMENT FOR OFFICE SERVICES (now known as MVP)

This Service Level Agreement for Office Services (the “Office SLA”) is a part of the Master Services Agreement (the “Agreement”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Voice Services, solely for Office Services.

#### 1. Overview

RingCentral will maintain the Quality of Service for Voice Services at the performance levels as defined below:

	Performance Level
<b>Service Availability</b> (Monthly Calculation)	99.999%
<b>Maximum Service Credit</b> (Monthly)	30% of MRC
<b>Quality of Voice Service</b> (Monthly Calculation)	3.8 MOS Score

#### 2. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Office SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

#### 3. Service Delivery Commitments

##### a. Calculation of Service Availability.

Service Availability = [ 1 – ((number of minutes of Down Time x number of impacted users) / (total number users x total number of minutes in a calendar month)) x 100]

Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

##### b. Calculation of Service Credits. Customer is entitled to Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.999	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.5000%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

- c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:
- i. Down Time exceeds 1 minute;
  - ii. Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
  - iii. Customer submits a written request for Service Credits to RingCentral Customer Service within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding SupportCase;
  - iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
  - v. Customer is not in material breach of the Agreement, including its payments obligations.
- d. **Finality of Decisions.** Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

#### 4. Quality of Service Commitments

- a. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- b. **Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- c. **Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- d. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a



reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

#### 5. Chronic Service Failures

- a) **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b) **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet the Minimum MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c) To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

#### 6. Sole Remedy

The remedies available pursuant to this SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this SLA. For the avoidance of doubt, this clause does not bar or otherwise limit the remedies Customer may otherwise have for RingCentral's breach of the Agreement, subject to the limitations therein.

#### 7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) "**Down Time**" is an unscheduled period during which the Voice Services for RingCentral Office on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- b) "**MOS**" means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- c) "**MRC**" means the monthly recurring subscription charges (excluding taxes,

administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.

- d) **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- e) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- f) **“Service Availability”** is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- g) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Office SLA.
- h) **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- i) **“Support Case”** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral’s Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- j) **“Territory”** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- k) **“Voice Services”** means the audio portion of the Plan Services, across endpoints, including the Softphone, and IP desk phone.

## ATTACHMENT E

### RINGCENTRAL SECURITY ADDENDUM

This Security Addendum ("Security Addendum") is made as of the Effective Date by and between RingCentral and Customer (each a "party", together the "parties"), pursuant to the Master Services Agreement (the "**Agreement**") for the provision of RingCentral Services to Customer.

1. This RingCentral Security Addendum (this "**Security Addendum**") sets forth the minimum terms and conditions related to RingCentral's information security program and infrastructure policies that RingCentral agrees to meet and maintain pursuant to the Master Services Agreement (the "**Agreement**") to which this Security Addendum is attached. RingCentral has determined that the terms and conditions outlined in this Security Addendum (the "**Security Terms**") are the minimum requirements necessary to protect the content of communications transmitted or stored through the Services (as defined in the Agreement) from unauthorized use, access, disclosure, theft, manipulation, reproduction or breach of Confidential Information ("**Security Breach**") during the Term, as defined in the Agreement to which this Security Addendum is attached and for any period of time thereafter during which RingCentral has possession of or access to Confidential Information.

The Security Terms outlined below shall not apply to customer-facing Services features, nor shall these terms and conditions apply to how Customer manages their own internal corporate security measures or Customer's management of any security settings on the Customer's instance of the RingCentral Services.

#### 2. Information Security Management.

- a) Policies and Standards: RingCentral has established, and will maintain, documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.
- b) Administrative, Technical and Physical Safeguards: RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Confidential Customer Data. These safeguards include measures to: (i) to protect the security and confidentiality of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security or integrity of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.
- c) Revisions to Security Measures: RingCentral reserves the right to modify and revise its technical and non-technical security measures over time.

#### 3. Human Resource Security.

- a) Background Checks: Prior to assigning any of its employees to positions in which they will, or RingCentral reasonably expects them to, have access to Confidential Customer Data, RingCentral will conduct background checks on such employees, except where prohibited by law. Background checks will include, for US personnel:
  - i. a search of the National Criminal Database and a search in each county, if any,



authenticate that individual's access to Confidential Customer Data. RingCentral will not allow sharing of Accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin Accounts that cannot technically or within commercial reason be renamed (Example: root).

- f) Periodic Review of Authorized Personnel: RingCentral will maintain a process to review no less frequently than annually the list of authorized Personnel with access to RingCentral production networks and RingCentral data centers.
- g) Remote Access Authentication: RingCentral will configure remote access to all production networks containing Confidential Customer Data to require Strong Authentication for such access.
- h) Revocation of Access: RingCentral will promptly revoke Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination.

## 6. Cryptography

- a) Data Encryption: RingCentral will encrypt Customer Confidential Data, at Customer's election, when stored at-rest within RingCentral Data Centers and backups, at-rest if stored on RingCentral laptops, and in-transit over public networks in connection with the performance of the Services pursuant to the Agreement, except for encryption over Public Switch Telephone Networks. Encryption will be implemented using commercial grade, industry-standard encryption with a key length of no less than 256 bits.

## 7. Physical and Environmental Security

- a) Secure Areas: Physical security safeguards will include physical safety and security safeguards at RingCentral controlled facilities where Processing of Confidential Customer Data is performed. Such physical security safeguards shall meet reasonable commercial standards for office buildings, and reasonable commercial standards for data centers.
- b) Access and Authorization Processes: RingCentral will maintain a documented authorization and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Secure Areas. RingCentral's authorization process will include at least the following:
  - i. RingCentral will maintain reports for a minimum of 90 days detailing all access to Secure Areas;
  - ii. RingCentral access systems will be capable of monitoring and logging door alarms at Secure Areas, subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers;
  - iii. Subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers, and to the extent RingCentral is required to maintain card access or video surveillance capability in accordance with those agreements:
    - (1) RingCentral will maintain active service agreements with card access and video surveillance equipment support vendors; and
    - (2) RingCentral will retain all video surveillance image data for a minimum of ninety (90) days from the date such image data was collected.

- c) Data Centers: To the extent RingCentral is operating a Data Center, all access to RingCentral areas or cabinets that house service infrastructure equipment will be controlled as follows:
  - (i) access will be controlled by badge reader at one or more entrance points; (ii) doors used only as exit points will have only “one way” doorknobs or crash bar exit devices installed; (iii) all exit doors will have video surveillance capability; and (iv) card access and video surveillance systems will be tied into generator or UPS backup systems.

## 8. Operations Security

- a) Malicious Code Protection: To the extent practicable, RingCentral will have current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.
- b) Intrusion Detection and Prevention: RingCentral will deploy network intrusion detection and/or network intrusion prevention systems (NIDS/NIPS) that monitor all traffic entering or leaving the Data Centers.
- c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral will generate audit logs on at least on a daily basis. RingCentral will review the audit logs in accordance with RingCentral’s information security and other Operations policies or at least monthly for indicators of unauthorized access and/or Security Breach.
- d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly and after any material change in the network configuration (e.g., new system component installations, changes in network topology, firewall rule modifications, or product upgrades). Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period after RingCentral has actual or constructive knowledge of such security vulnerabilities.
- e) Annual Pen-Test: RingCentral agrees to annually conduct a penetration test of its RingCentral Office and Glip products. Where applicable, such test will include efforts to find security bugs/bug types listed in the then-current OWASP Top 10 and CWE/SANS Top 25 vulnerabilities. Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period.

## 9. Communications Security

- a) Firewalls: Ring Central will deploy reasonably appropriate firewall technology in operation of the Services via implementation of stateful firewall(s) and Session Border Controller(s) as appropriate.
- b) Firewall Maintenance: RingCentral will review firewall rule sets annually to ensure that each ACL rule set ends with a “DENY ALL” statement.

## 10. Product Development and Service Operations

- a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.
- b) Secure Software Development: RingCentral will employ documented secure programming guidelines, standards, and procedures in the development of applications that process or store

Confidential Customer Data.

- c) Application Security Testing: RingCentral will perform application security testing on RingCentral Office and Glip applications no less than annually. Automated and/or manual processes and procedures will be employed in performing such testing.
- d) Change Management: RingCentral will employ an effective, documented change management program with respect to the Services.
- e) Data Retention: RingCentral will only retain Confidential Customer Data for as long as is necessary for the purposes for which it was collected and processed, which, for clarity shall permit RingCentral to retain Confidential Customer Data as long as Customer retains it within the relevant Account(s) or application(s) and for a period not to exceed forty-five (45) days after closure of Customer's Account(s). RingCentral agrees to purge the Confidential Customer Data within forty-five (45) days of Customer's closure of such Account(s).

## 11. Supplier Relationships

- a) Subprocessing: Customer agrees that use of subcontractors under the Agreement is permitted, provided that RingCentral flows down its obligations under this section to protect Confidential Customer Data to any subcontractor it appoints such that, as applicable, the processing terms of the subcontract with respect to Confidential Customer Data are no less onerous than the processing terms set out in this section

## 12. Security Incident Management

- a) Data Breach: In the event of a known Data Breach of Confidential Customer Data, RingCentral will undertake commercially reasonable efforts to notify Customer promptly and will undertake commercially reasonable efforts to update Customer of developments relating to the Data Breach. Notice will be provided to Customer's admin users and/or business contact of record on the Account.
- b) Remediation: In the event RingCentral knows of unauthorized access of Confidential Customer Data, RingCentral will: (i) investigate the unauthorized access; (ii) implement a commercially reasonable remediation plan (RingCentral acknowledges that any legal requirements under Data Privacy Legislation imposed on RingCentral in the case of a breach of personal information is deemed to be commercially reasonable) to address the unauthorized access and to mitigate the incident and reasonably prevent any further incidents; (iii) take commercially reasonable measures to remediate the effects of the unauthorized access in accordance with such remediation plan; and (iv) reasonably cooperate with any law enforcement or regulatory official investigating such unauthorized access.

## 13. Audits and Compliance

- a) Independent Assessments: For its RingCentral Office and Glip services, RingCentral will conduct an independent assessment consisting of a Report on Controls at a Service Organization relevant to Security and Availability ("SOC2" Type II) at least annually by a reputable independent third party organization.
- b) Compliance with Laws: RingCentral will comply with all applicable laws and Data Privacy Legislation that are in effect during the term of the Agreement related to the security of the Confidential Customer Data.

- c) Permitted Uses and Disclosures of Confidential Information: RingCentral will not use or disclose any Confidential Customer Data contrary to the provisions of the Agreement, and any use or disclosure of any Confidential Customer Data is specifically and expressly limited to the use or disclosure that is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement, or such use or disclosure that is otherwise authorized under the Agreement.
- d) Right to Audit: Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice in accordance with the Agreement, and on mutually agreed upon terms (which shall include without limitation Customer's agreement to provisions related to the protection and confidentiality of Confidential Customer Data that is in RingCentral's sole discretion adequate to protect RingCentral's information assets), to perform, during RingCentral's normal business hours, without the disruption of RingCentral's normal business operations, and at Customer's sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit), a reasonable security audit of RingCentral's Data Centers, Office facilities, procedures, and documentation in order to ascertain compliance with applicable law, these information security requirements, non-disclosure agreements, and any agreements between Customer and RingCentral with respect to Confidential Customer Data ("Security Audit").

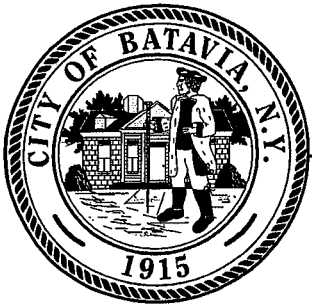
**14. Definitions.** For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- a) "**Confidential Customer Data**" means all Customer Communications, customer account information and customer proprietary network information ("CPNI") as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C.222, as amended, which includes information available to RingCentral or its Affiliates by virtue of RingCentral's relationship with Customer as a provider of the Services.
- b) "**Customer Communications**" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Services.
- c) "**Data Breach**" means any: (i) unauthorized Processing of Confidential Customer Data (for the avoidance of doubt, "unauthorized Processing" includes, but is not limited to: misuse, loss, destruction, compromise, unauthorized access, or unauthorized transfer of Confidential Customer Data). Any takeover of an individual Customer User or End User Accounts is not considered Security Breach, however, account takeover events will be communicated to Customers' admins when and if such activity is discovered on Customer Accounts.
- d) "**Data Center**" means a facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and maintained in support of operation of the Services.
- e) "**Data Privacy Legislation**" means all United States federal and California laws and regulations, as well as the EU Data Protection Directive 95/46/EC as it applies to the United Kingdom, the Data Protection Act 1998 (U.K.), the Electronic Communications Privacy Act (U.S.).
- f) "**Personnel**" means RingCentral employees, contractors or subcontractors.
- g) "**Process**" means access, collection, retention, storage, transfer, disclosure, use, erasure, or destruction, in relation to Confidential Customer Data.
- h) "**Strong Authentication**" means the use of authentication mechanisms and authentication methodologies stronger than the passwords required by the applicable requirements herein



(examples of Strong Authentication mechanisms and methodologies include but are not limited to digital certificates, two-factor authentication, and one-time passwords).

- 15. Order of Precedence.** In the event of any conflict between the provisions of the Agreement that apply to this Security Addendum and the provisions of this Security Addendum, such provisions of this Security Addendum will prevail.



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

From: Dawn Fairbanks, Human Resources Director

Date: October 19, 2022

Subject: Deferred Compensation Model Plan

As a requirement of the Rules and Regulations of the New York State Deferred Compensation Board, the City has gone through the formal bid process and has solicited Requests for Proposals for Administrative, Financial and Trustee Services for the next five years regarding the Employee Deferred Compensation Plan.

The City has received five proposals. After review of the proposals submitted, the Deferred Compensation Committee recommends Empower Retirement, LLC (457 Plan Service Group) for Administrative and Financial Services and Empower Trust Company for Trustee Services related to the City of Batavia Employee Deferred Compensation Plan.

Empower Retirement, LLC currently services over 4400 public sector plans with over \$189 billion in assets. Empower Retirement, LLC will provide administration, financial and trust services. The 457 Plan Service Group has been servicing the City's Deferred Compensation Plan for over 25 years.

There is no budgetary impact to appoint administrative, financial, and trustee services for the Employee Deferred Compensation Plan.

I recommend that City Council authorize the appointment of administrative, financial and trust services to Empower Retirement, LLC.

The Model Plan, the NYS Rules and Regulations and bid documents relating to the Employee Deferred Compensation Plan are on file in the Human Resource Department (in excess of 400 pages)

#XX-2022

**RESOLUTION AUTHORIZING APPOINTMENT OF ADMINISTRATIVE,  
FINANCIAL, AND TRUST SERVICES FOR THE EMPLOYEE  
DEFERRED COMPENSATION PLAN**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia Employee Deferred Compensation Plan Committee (the "Committee") has solicited Requests for Proposal for administrative, financial, and trustee services for the next five (5) year period; and

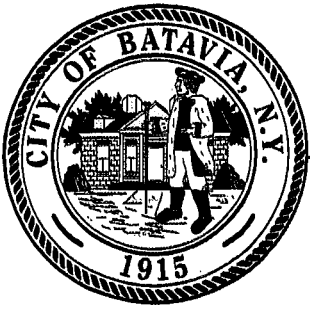
**WHEREAS**, the Committee has reviewed and analyzed proposals; and

**WHEREAS**, after careful review, the Committee selected and recommends Empower Retirement, LLC (457 Plan Service Group) for Administration and Financial Services, and Empower Trust Company for Trustee Services of the Employee Deferred Compensation Plan.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that Empower Retirement, LLC (457 Plan Service Group) be appointed for Administrative and Financial Services and Empower Trust Company for Trustee Services related to the City of Batavia Employee Deferred Compensation Plan; and

**BE IT FURTHER RESOLVED**, that the City Council President be, and hereby is, authorized and directed to execute any and all necessary documents in relation to the City of Batavia Employee Deferred Compensation Plan.

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



## *Memorandum*

**To:** Rachael Tabelski, City Manager

**From:** Michael Ficarella, Superintendent Water and Wastewater

**Date:** October 17, 2022

**Subject:** Emergency Purchase of Ice Rink Compressor Refrigerant

The City of Batavia, Department of Public works was notified on October 5, 2022 by Carrier Commercial Services that multiple leaks were found in the refrigerant system at the David McCarthy Memorial Ice Rink. The system is once again low on R22 and needs an amount of 360lbs of R22 to keep the refrigerant system up and running to produce ice.

The cost of 360lbs of R22 is \$21,950.00 and I advised you that an emergency purchase was needed to keep the ice rink chiller running and without R22 in the refrigerant system, a failure of the system was imminent. The emergency purchase was approved and the refrigerant was purchased and added to the system.

I am requesting that the cost of the refrigerant be paid out of the Ice Rink Reserve Fund, The Ice Rink Reserve Fund has a current approximate balance of \$357,000.

**#XX-2022**

**A RESOLUTION TO USE RESERVE ICE RINK FUNDS FOR AN EMERGENCY PURCHASE OF R22 REFRIGERANT FOR THE ICE RINK CHILLER SYSTEM**

**Motion of Councilmember**

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

**WHEREAS**, the Ice Rink Capital Reserve Fund has a current balance of approximately \$366,153.00; and

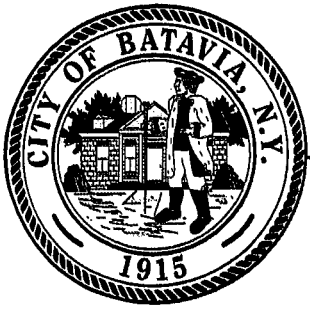
**WHEREAS**, the system needs 360 pounds of refrigerant at a cost of \$21,950.00; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the City Manager is hereby authorized the utilize Ice Rink Reserves of \$21,950.00.

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

**DRAFT**



## *Memorandum*

**To:** Rachael Tabelski, City Manager

**From:** Michael Ficarella, Superintendent Water and Wastewater

**Date:** October 17, 2022

**Subject:** O'Connell Electric Contract for Electrical Preventative Maintenance at the Water Treatment Plant, Wastewater Treatment Plant and Central Pump Station.

The City of Batavia, Water and Wastewater Department solicited bids for the 5 year electrical preventative maintenance contract at the Water Treatment Plant, Wastewater Treatment Plant and Central Pump Station. The lowest bidder was O'Connell Electric, Inc. in the amount of \$37,746.00. This specific service is an infrared thermos-graphic inspection of the electrical distribution systems at all three City facilities. An O'Connell Electric Technician will look at all electrical equipment such as electric panels, electrical cabinets, transfer switches, etc. By using infrared imagery, the technician will be able to see any hot areas in the electrical system. When there is an area of heat, there is some sort of issue and ultimately, an electrical failure taking place. This preventative maintenance service is designed to catch these failures in the early stages and prevent any problems that could cause damage to equipment and injuries to personnel. The service will take place each year for the next five years at each of the specified locations.

#-2022

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH O'CONNELL  
ELECTRIC COMPANY, INC. FOR THE 5 YEAR ELECTRICAL PREVENTATIVE  
MAINTENANCE CONTRACT**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia has solicited bids for the 5 year electrical preventative maintenance contract at the Water Treatment Plant, Wastewater Treatment Plant and Central Pump Station; and

**WHEREAS**, Bids were opened on April 6, 2022 and O'Connell Electric Company, Inc. from 830 Phillips Road, Victor, New York 14564 was the lowest responsible bidder in the amount of \$37,746 for the 5 year electrical preventative maintenance contract; and

**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 5 YEAR ELECTRICAL PREVENTATIVE MAINTENANCE CONTRACT with O'Connell Electric Company, Inc.

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

DRAFT

**CITY OF BATAVIA  
 BID TABULATION**

**FOR: ELECTRICAL PREVENTATIVE MAINTENANCE      DATE: April 6, 2022      TIME: 10:00 AM**

BIDDERS	A: Wastewater Plant TOTAL	B: Water Plant
O'Connell Electric	A: \$23,654.00 B: \$14,092.00 Total: \$37,746	
Ferguson Electric	A: \$30,551.00 B: \$22,173.00 Total: \$52,724	
RESA	A: \$24,383.00 B: \$24,383.00 Total: \$48,766.00	

Received by: 

Witnessed by: 



**REQUEST FOR PROPOSAL / QUOTATION  
PROPOSAL #22-XX**

**Electrical Preventive Maintenance**

The City of Batavia is requesting proposals to provide a five-year electrical preventive maintenance contract for the (A) City Wastewater Treatment Plant and Central Pump Station and (B) Water Filtration Plant. The proposal shall provide a list of equipment, methods and labor to be utilized to complete this project in accordance with the provided scope of services. Bidders are invited to include additional information in their proposal that would further detail their ability to provide an exceptional service.

Potential bidders should provide statements of experience in doing this type of work as well as at least three examples of facilities / companies where this work has been done.

Proposals will be received at the Public Works Administration office until 10:00 am on April 6, 2022. Proposals can be mailed to:

Bureau of Water / Wastewater  
Attn: Michael Ficarella  
One Batavia City Centre  
Batavia, NY 14020

Or

Fax: (585) 345-1385

Questions should be directed to:  
Michael Ficarella  
Superintendent of Water / Wastewater  
(585) 345-6325

## Scope of Work

### Electrical Preventive Maintenance

#### 1. General

The successful bidder will provide an electrical preventive maintenance program for the City of Batavia's (A) Wastewater Treatment Plant and Central Pump Station (B) Water Filtration Plant. The contractor will provide fully trained technicians and all necessary equipment as required. Reports will be prepared for summery results. The work will typically be scheduled for September or October of each year.

The contractor should visit all facilities to familiarize themselves with conditions as well as have an understanding of possible time constraints for equipment to be shut down, or ability to run off generators during De-energized preventive maintenance work.

Inspection of facilities can be arraigned by contacting Michael Ficarella, Superintendent of Water/Wastewater at (585) 345-6325.

#### 2. Specific (A) WWTP 5 Tredeasy Ave and Central Pump Station 5-9 West Main St.

##### Year #1, #2, #3, & #5

Conduct an infrared thermos-graphic inspection of both facilities electrical distribution system. This should be including equipment outlined in the De-energized section of year #4, as well as all electrical panels, disconnect switches, MCCs, and any other related equipment. The City of Batavia will provide one qualified technician to remove and replace electrical equipment covers. It is expected that this work can be completed in one day.

Complete visual inspection of the facilities electrical distribution during the infrared thermo-graphic inspection.

Only draw Oil Samples years #2 & #4 from each oil-filled transformer. Analysis to include the following: Dissolved Gas Analysis (DGA), Water Content, Acid Content, Interfacial Tension, Color, Dielectric Strength, and specific Gravity.

Provide a detailed report including conclusions and recommendations based on NETA standards.

Repair recommendations shall have enough detail for pricing to be received from contractors.

Year #4

Conduct an infrared thermos-graphic inspection of both facilities electrical distribution system. This should be including equipment outlined in the De-energized section of year #4, as well as all electrical panels, disconnect switches, MCCs, and any other related equipment. The City of Batavia will provide one qualified technician to remove and replace electrical equipment covers. It is expected that this work can be completed in one day.

Complete visual inspection of the facilities electrical distribution during the infrared thermo-graphic inspection.

Draw Oil Samples from each oil-filled transformer. Analysis to include the following: Dissolved Gas Analysis (DGA), Water Content, Acid Content, Interfacial Tension, Color, Dielectric Strength, and specific Gravity.

De-Energized Preventive Maintenance and Testing of the 15kV electrical components at the Wastewater Treatment Plant including:

- 1- Utility Metering section
- 1-Main 13.2kV Load Switch
- 1-Load Switch feeding the Treatment Plant
- 1- Load Switch feeding the Oxidation Pond and Ground Water pump station
- 1- Mini-Rupter switch feeding the Oxidation Pond and Ground Water Pump Station
- 1- Pad mounted switch feeding the Oxidation Pond transformer

De-Energized Preventive Maintenance and testing at the Wastewater Treatment Plant including:

- 1-1000kVa transformer at the Wastewater Treatment Plant including Doble power factor and excitation current testing.
- 1-75kVa, 13.2kV primary transformer at the Central Pump Station
- 1- 150kVa, 13.2kV primary transformer at the Oxidation Pond

De-Energized Preventive Maintenance and testing of the 480-volt electrical components at the Central Pump Station including:

- 1- Incoming line section
- 1- section of 480 volt switch gear
- 1- Secondary main 1600 amp Circuit breaker

Preform ground testing on all visible grounding conductors and provide a report for equipment noted in De-energized section of year #4

Provide a detailed report including conclusions and recommendations based on NETA standards.

### 3. Specific (B) Water Filtration Plant 480 Lehigh Avenue

#### Year #1, #2, #3, & #5

Conduct an infrared thermos-graphic inspection of the facility electrical distribution system. This should be including equipment outlined in the De-energized section of year #4, as well as all electrical panels, disconnect switches, MCCs, and any other related equipment. The City of Batavia will provide one qualified technician to remove and replace electrical equipment covers. It is expected that this work can be completed in one day.

Complete visual inspection of the facilities electrical distribution during the infrared thermo-graphic inspection.

Provide a detailed report including conclusions and recommendations based on NETA standards.

Repair recommendations shall have enough detail for pricing to be received from contractors.

#### Year #4

Conduct an infrared thermos-graphic inspection of the facilities electrical distribution system. This should be including equipment outlined in the De-energized section of year #4, as well as all electrical panels, disconnect switches, MCCs, and any other related equipment. The City of Batavia will provide one qualified technician to remove and replace electrical equipment covers. It is expected that this work can be completed in one day.

Complete visual inspection of the facilities electrical distribution during the infrared thermo-graphic inspection.

4 hour shut down maximum for the Water Plant

De-Energized Preventive Maintenance and Testing of the 15kV electrical components at the Water Filtration including:

- 1- Main Load Switch
- 1- Utility Metering Section
- 2- Feeder (fused) Load Switches
- 2- 100kVA, 13.2kV primary dry-type transformers

De-Energized Preventive Maintenance and Testing of the 480-volt electrical system at the Water Filtration Plant including:

- 5- Sections of 480 volt switch gear
- 9- 480 volt circuit breakers with electronic trip units
- 1- Perform secondary current injection testing of 480 volt circuit breakers

Perform ground testing on all visible grounding conductors and provide a report for equipment noted in De-energized section of year #4

Provide a detailed report including conclusions and recommendations based on NETA standards

Repair recommendations shall have enough detail for pricing to be received from contractors.

Any fees to Electric Utility provider (National Grid) for electric shut down and reinstatement will be included in price quote. This will not be a separate charge to the City.

#### 4. Notes / Summary

- All testing will be performed to the International Electrical testing Association Standards (MTS-2007 or newer)
- A detailed test report including analysis, conclusions, recommendations, and test sheets will be included in this work; the test report shall be reviewed and stamped by a licensed professional engineer.
- Two bound paper copies of the reports shall be provided in addition to one electronic copy. Reports shall be delivered within 15 business days of the completion of each phase of the work.
- The shutdown portion of this work scope excludes replacement parts and or repair of equipment found to be damaged or worn

#### 5. Qualification

- Contractor shall have a minimum of 10 years of experience in the area of medium voltage testing.
- Contractor shall provide three references including name of facility, contract name, and phone number.
- Contractor shall provide EMR rating for the past 3 years with the proposal.
- The lead technician shall have a minimum of 5 years' experience testing medium voltage equipment and shall be a minimum of level 3 NETA technician or equal
- Include resumes of two technicians who are likely to be involved.

## 6. Proposal

- The contractor shall provide pricing with their proposal as follows:

(A) WWTF and Central Pump Station

Year #1	\$ 2,223.00
Year #2	\$ 3,629.00
Year #3	\$ 2,296.00
Year #4	\$ 13,117.00
Year #5	\$ 2,389.00
Total #1 - #5	\$ 23,654.00


(B) Water Filtration Plant

Year #1	\$ 1,473.00
Year #2	\$ 1,502.00
Year #3	\$ 1,532.00
Year #4	\$ 7,994.00
Year #5	\$ 1,591.00
Total #1 - #5	\$ 14,092.00

Bidder  
Company O'Connell Electric Company, Inc.

Address 830 Phillips Road  
Victor, New York 14564

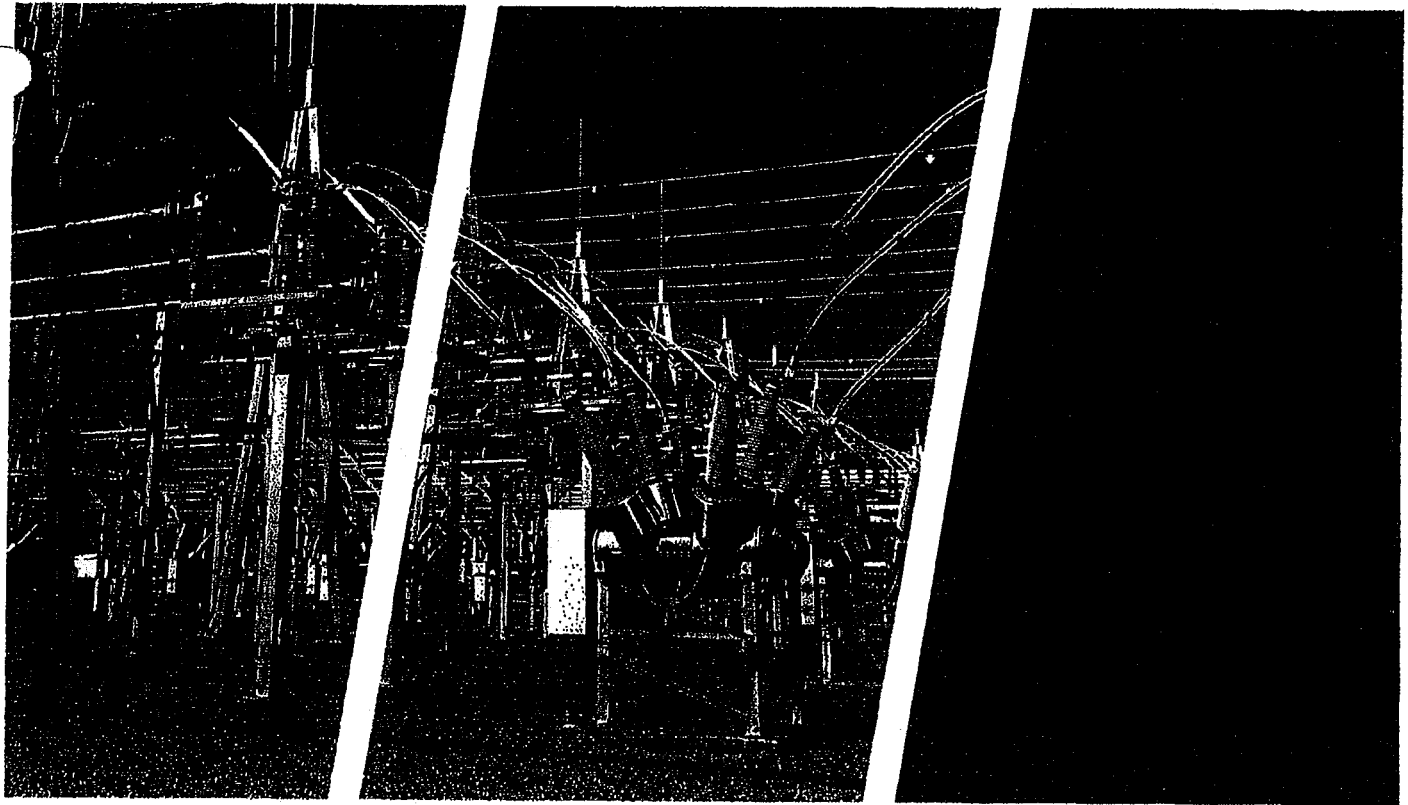
Phone 585-924-2176

Signature 

Print Name Victor E. Salerno

Title Chief Executive Officer

Date April 6, 2022



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# POWERING THE POSSIBILITIES

## Technical Services Group

City of Batavia  
Five-Year Electrical Preventive Maintenance  
4/6/2022

**Point of Contact**  
Chad Anderson, Project Manager  
Ph: 716-391-5505



**O'CONNELL**  
**ELECTRIC COMPANY**

## CORPORATE OVERVIEW

O'Connell Electric Company is a full-service electrical contractor serving New York State and surrounding regions of the northeast. We maintain fully staffed offices in Buffalo, Rochester, Syracuse and the Albany metro area along with our corporate headquarters in Victor, NY.

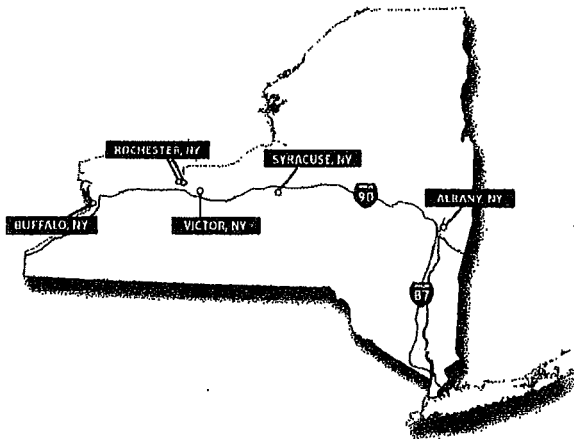
Founded in 1911, the company has steadily grown into one of the largest electrical contractors in the United States. We have successfully expanded our market reach into the eastern section of the country from New England to southern states, where our progressive approach differentiates us from the competition.

As a diversified full-service electrical contractor, O'Connell provides comprehensive design build, construction, service, maintenance, and emergency response services. We bring reliable electrical

power, lighting and communications to facilities, structures and communities from a range of sources. Our dedicated service divisions cover all key areas of the industry from electrical construction, power generation, substations, and transmission/distribution to transportation, technical services, renewable energy, and communications.

O'Connell is stable and reliable. We have over one hundred years of industry experience and today, our corporate bonding capacity ensures your projects will be fully backed, regardless of size.

We are recognized for our highly trained and experienced technicians, engineers and project managers as well as for our extensive modern fleet and tools. We are proud of our reputation for commitment, dependability and safe delivery of projects, on schedule and within budget.



### DUNS NUMBER: 000-379-2322

#### Corporate Headquarters

830 Phillips Rd.  
Victor, NY 14564  
585-924-2176

#### Power Group

390 Systems Rd.  
Rochester, NY 14623  
585-424-3472

#### Syracuse Office

7001 Performance Drive  
N. Syracuse, NY 13212  
315-766-1030

#### Construction Services

400 Systems Rd.  
Rochester, NY 14623  
585-869-4630

#### Buffalo Metro Area Office

929B Ransom Rd.  
Lancaster, NY 14086  
716-675-9010

#### Albany Metro Area Office

2360 Maxon Rd. Ext.  
Schenectady, NY 12308  
518-346-0077

## CORPORATE DIVISIONS

### Electrical Construction

### Commercial Solar

### Service and Maintenance

### Temperature Control

### Security Integration

### Natural Gas

### Power Group

### Construction Services

Design Build  
Prefabrication  
Building Information Modeling

### Technical Services

Engineering Services  
Preventative Maintenance  
Testing and Commissioning  
NFPA Arc Flash Compliance

### Communications

Tele Data  
Fiber Optic  
Data Centers  
Low Voltage Systems

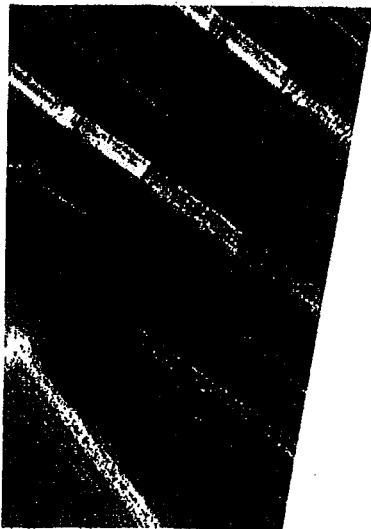
### Wind Farm Development

T&D  
Substation  
Point of Interconnect

### Power Group

T&D  
URD  
Substation  
Storm Restoration  
Emergency Response  
Design Build; IPD; Prime





Our resources, expertise and willingness to take on complex projects has positioned the company for extensive growth over the last ten years. We invest heavily back into the company, and over the past several years, have put millions into expanding our regional operations, building and renovating office space.

\$98M

\$360M

2010

2015

2020

**FINANCIAL STABILITY**

**2020 Fiscal Revenue:** \$364 Million

**Bonding Capacity:** \$300 Million  
Single Project

\$500 Million  
Aggregate

**FINANCIAL REFERENCES**

**Banking**

**M&T Bank**  
M&T Place  
225 East Avenue  
Rochester, NY 14604

**Contact**

Jason Thomas, Administrative V.P.  
585-258-8427

**Bonding & Insurance**

**Liberty Mutual**  
**Brown & Brown of New York, Inc.**  
45 East Avenue  
Rochester, NY 14604

**Contact**

Matthew Riedinger, Bond Manager  
585-697-1452

**RECENT ACCOLADES**



**NECA Project Excellence Awards**

2019 - RG&E Station 122  
2020 - Gardenville Substation



**Engineering News-Record**

2014 - Specialty Contractor of the Year  
2019 - 40<sup>th</sup> Largest Electrical Contractor  
2019 - 3<sup>rd</sup> Largest Specialty Contractor, NY  
2020 - 29<sup>th</sup> Largest Electrical Contractor



**Technician of the Year**

2016 - TEGG Services  
2017 - TEGG Services  
2018 - TEGG Services



**Craftsmanship Awards**

2014 - One Award - Syracuse  
2015 - Four Awards - Rochester  
2019 - One Award - Syracuse



**Rochester Business Journal**

2019 - Largest Electrical Contractor  
2020 - Largest Electrical Contractor



**AVANGRID Recognition**

2019 - Supplier of the Year

# TECHNICAL SERVICES GROUP

The work we provide through our Technical Services Division is key to what makes O'Connell Electric a full service electrical contractor.

We provide testing, commissioning and preventative maintenance services critical to safe, reliable electrical systems operation for businesses, at substations and on power lines, as well as electrical engineering design and support services.

Additionally, as a Doble Engineering client, O'Connell has access to the industry's most sophisticated diagnostic test equipment as well as 25 million test results on over 100,000 types of apparatus. As a member of TEGG, our technicians and management teams are guaranteed to be current with the latest training, procedures, and equipment, allowing us to maintain the highest level of electrical systems reliability, performance, and maintenance.

The projects we work on are as diverse as the services we offer. For Steel Winds wind farm, what began as a small condition assessment project on a retired substation grew to full electrical construction at the site. O'Connell's diagnostic results along with substation design modification recommendations convinced developers we were right for the job. On a large power generation decommissioning project, O'Connell was contracted to perform testing and commissioning at eleven active substations while maintaining power. We also performed acceptance testing across 53 circuit miles of underground 115KV cable for the project.

Our customers range from utility companies, private industry, government facilities, other contractors requiring testing and/or commissioning services and O'Connell Electric's Construction Division on projects that may require specialty services such as commissioning and protective relay upgrades or switchgear modifications.

## TEGG Service Network

Operating as a separate cost center for O'Connell Electric Company, the Technical Services Division is a member of the TEGG Franchise, an international organization comprised of specialty contractors that provide electrical preventative maintenance and commissioning services. TEGG Service is based out of Pittsburgh, PA, and is home of the TEGG Institute, where we send our technicians for annual training.

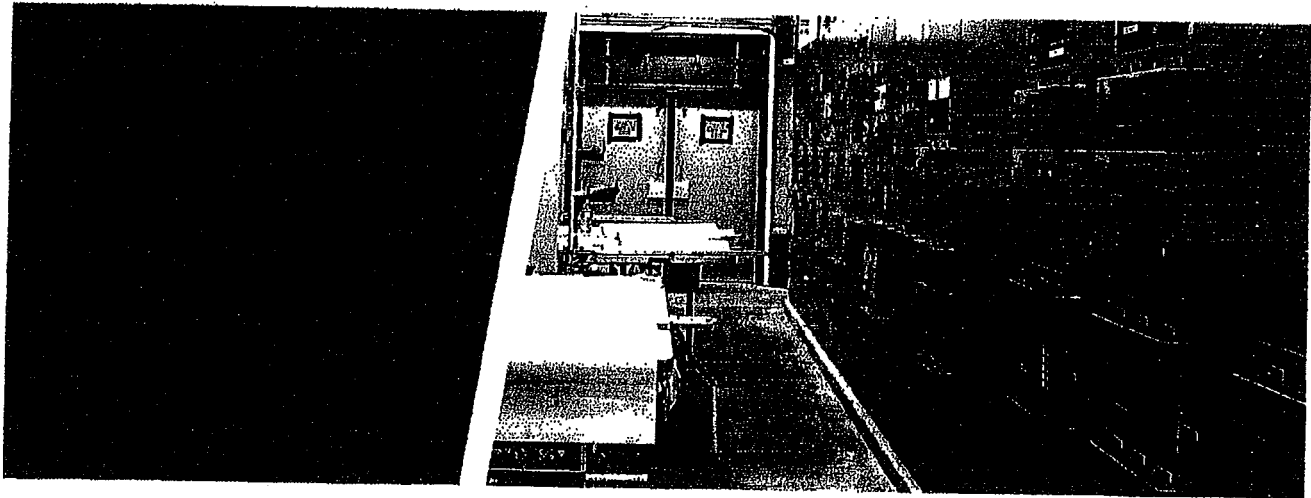
TEGG Service is owned by ABM Franchising Group, a full NETA member. As a TEGG Service Provider, O'Connell is part of the ABM family and operates as an extension of ABM Power when full NETA membership is required for project specific goals.

As part of the TEGG Network we are able to provide extended guarantees for equipment we commission and maintain.

Visit [www.tegg.com](http://www.tegg.com) for more information.





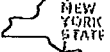



## ELECTRICAL POWER TESTING & ENGINEERING CAPABILITIES

- Switchgear Testing
- Motor and Generator Testing
- Ground System Testing
- Protective Relays
- Transformer Maintenance
- Engineering Services
- Arc Flash Hazard Analysis and Training
- Cable Testing and Fault Locating Services
- Acceptance Testing and Commissioning
- Protective Relay Calibration and Testing
- Transformers
- Doble
- Circuit Breakers
- Maintenance and Testing of
- SF6 (Sulfur Hexafluoride)
- Protective Relays:
- Predictive Preventative Electrical Maintenance



# NOTABLE CUSTOMERS

Notable customers we provide maintenance, testing and commissioning services for include:

 <b>AVANGRID</b>	<b>AVANGRID</b> Paco Andrade: 585-402-9536
<b>nationalgrid</b>	National Grid Jeff Meloling: 315-452--7602
 <b>NY Power Authority</b>	New York Power Authority Randal Acey: 315-316-8763
 <b>THE CENTERS AT St. Camillus</b>	St. Camillus David Castaldo: 315-488-2951
<b>ROCHESTER REGIONAL HEALTH</b>	Rochester Regional Health 585-402-9536
 <b>ST. JOSEPH'S HEALTH</b>	St. Joseph's Health Nathan Barber: 315-423-4995
 <b>Buffalo Psychiatric Center</b>	Buffalo Psychiatric Center John Warnes: 716-816-2506
 Cornell University	Cornell University Jeff Lapar: 607-255-8425
 <b>ITHACA COLLEGE</b>	Ithaca College Marc Passalugo: 607-591-1242
 <b>MVCC</b> MOHAWK VALLEY COMMUNITY COLLEGE	Mohawk Valley Community College Mike McHarris: 315-792-5489

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**END OF DOCUMENT**

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**O'CONNELL**  
**ELECTRIC COMPANY**



# O'CONNELL ELECTRIC COMPANY

## Business References for Bid #: 22-XX

BUSINESS REFERENCE	
Company Name	Arkema
Address	3289 Genesee Street
City/State/Zip Code	Piffard, NY 14533
Contact Name	Alan Wolfanger
Contact Phone	(585) 243-6386 office (585) 746-3430 cell
Contact E-mail	alan.wolfanger@arkema.com
Dates Work Performed for Reference	IR Scan 3-16-2020 De-Energized Maintenance 10-12-2020
<b>Type of Switchgear Equipment Maintained (be specific):</b> IR Scans of branch panels, transformers, MCCs and utility poles. De-Energized maintenance on main substation cut-outs, OCB breaker, oil filled transformer and relays.	
BUSINESS REFERENCE	
Company Name	Buffalo Sewer Authority
Address	90 W Ferry Street
City/State/Zip Code	Buffalo, NY 14213
Contact Name	Paul Harris
Contact Phone	(716) 851-4664 ext. 5254
Contact E-mail	Pharris@buffalosewer.org
Dates Work Performed for Reference	IR Scan 11-24-2020 De-Energized Maintenance 7-17-2020
<b>Type of Switchgear Equipment Maintained (be specific):</b> Infrared scan on all branch panels, MCCs and transformers. De-Energized maintenance on all medium voltage equipment, cables, transformers, disconnects, motor starters and breakers.	
BUSINESS REFERENCE	
Company Name	Village of Albion
Address	961 Wilson Road
City/State/Zip Code	Albion, NY 14571
Contact Name	Adam Rush
Contact Phone	(585) 682-3962
Contact E-mail	arush@villageofalbionny.com
Dates Work Performed for Reference	2/2020
<b>Type of Switchgear Equipment Maintained (be specific):</b> Infrared scan on all branch panels, MCCs and transformers. De-Energized maintenance on all medium voltage equipment, cables, transformers, disconnects, motor starters and breakers.	



February 16, 2022

RE: **O'Connell Electric Company, Inc.  
Experience Modification Factor History Verification Letter**

To Whom It May Concern:

This letter is providing verification of the historical listing and documentation of **O'Connell Electric Company, Inc.'s** past and current experience modification factor as issued by NCCI.

The NCCI rating bureau's ID number for this risk is 911800322 with an annual renewal/effective date of 1/1.

This insured's current 1/1/2022 experience mod has been issued at **0.84**.

This insured's historical experience modification factors are:

1/1/2021:	0.90
1/1/2020:	0.89
1/1/2019:	0.98
1/1/2018:	1.22
1/1/2017:	1.16

Questions may be directed to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Jonathan D. Winnie". The signature is written in a cursive, flowing style.

**Jonathan D. Winnie, RWCS**  
Director of Commercial Claims & Risk Management  
Brown & Brown of New York, Inc.  
P: 585-697-1462 | F: 585-232-7802  
[jonathan.winnie@bbrochester.com](mailto:jonathan.winnie@bbrochester.com)  
[www.bbnvinsurance.com](http://www.bbnvinsurance.com)  
45 East Avenue, Rochester, NY 14604



**O'CONNELL**  
**ELECTRIC COMPANY**

**Technical Services**  
**Division**  
**Resumes**



# O'Connell Electric Company, Inc.

Industrial & Commercial Construction · Power Line & Substation · Communications  
Transportation · Renewable Energy · Service & Maintenance · Technical Services

## Jered W. Foote

### Qualifications:

I have experience as a construction electrician since 2007 and a testing technician since 2016.

### Education:

Graduated 2006	Economics	SUNY Oswego
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### Work History:

2016-Present	Testing Technician	O'Connell Electric Company
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Testing technician for installation, maintenance, and calibration of protective relays using Doble ProTest software. All forms of testing sub-station equipment including power transformers, all forms of circuit breakers, interrupters, and switches and cabling systems.

2012-2016	Construction Electrician	O'Connell Electric Company
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Worked on all aspects of commercial and industrial construction.

2010-2012	Construction Electrician	Knapp Electric
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2009-2010	Construction Electrician	Weydman Electric
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2008-2009	Construction Electrician	Matco Electric
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2007-2008	Construction Electrician	Myriad Electric
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### Electrical Training:

- NY State JATC Certified Journeyman Electrician
- Doble Engineering Transformer and Power Factor Testing
- Switching Awareness Training – prepared by O'Connell Electric Company
- Seminar on 3M high voltage splices and terminations
- OSHA 30
- EPRI – Instrumentation and Controls Certification
- NFPA 70E
- Level I Infrared and Ultrasound certified
- First Aid, CPR & AED

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | Phone 585.924.2176 | Fax 585.924.4973

Albany 2360 Maxon Road Ext | Schenectady, NY 12308 | Phone 518.346.0077 | Fax 518.346.0728 Rochester 390 Systems Road | Rochester, NY 14623 | Phone 585.424.3472 | Fax 585.424.3486

Buffalo 929B Ransom Road | Lancaster, NY 14086 | Phone 716.675.9010 | Fax 716.686.0586 Syracuse 7001 Performance Drive | N. Syracuse, NY 13212 | Phone 315.437.1453 | Fax 315.437.7431

[www.oconnellelectric.com](http://www.oconnellelectric.com)





# O'CONNELL ELECTRIC COMPANY

## Scott Precourt

Testing Technician, Syracuse  
Scott.Precourt@oconnellelectric.com | 315-200-0246

## Project Experience

### O'Connell Electric Company

#### Testing Technician | 2008 – Present

Responsibilities included installation, maintenance, and calibration of protective relays using Doble ProTest software. Power factor testing of substation equipment including power transformers and breakers. Other testing experience includes circuit breaker timing, travel analyzer, Hi-pot testing of breakers and cables, earth and ground grid testing.

### Kay-R Electric

#### Testing Technician | 2004 - 2008

### HMT Inc.

#### Testing Technician | 2002 - 2004

### Syracuse Merit Electric

#### Testing Technician | 2001 – 2002

Responsibilities include installation, maintenance, and calibration of protective relays using Doble ProTest software. Power factor testing of substation equipment including power transformers and breakers. Other testing experience includes circuit breaker timing, travel analyzer, Hi-pot testing of breakers and cables, earth and ground grid testing. Technician at five RG&E substations in 2001.

### Construction Electrician | 1992 – 2001

Performed all aspects of work in the electrical trade. High voltage splicing up to 115kv, installation of numerous substations and power generation equipment including wind power.

### US Navy

#### Electrician | 1985 - 1992

Duties included operation and maintenance of generators, switchgear, batteries and electrical equipment onboard ship.

## Education and Training

AVO Protective Relay Maintenance

AVO Protective Relay Maintenance Generation

Schweltzer Protective Relay School

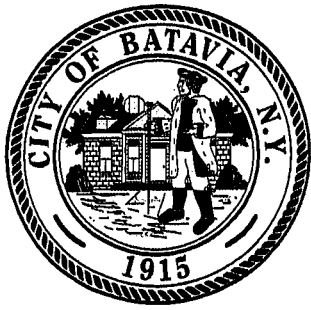
Doble ProTest and Relay Testing Training

Various seminars on 3M and Elastimoid  
High Voltage Splices and Terminations

AEMC Ground Testing Certified

NICET Certified

NFPA 70E



# City of Batavia

## *Memorandum*

To: Rachael Tabela, City Manager

From: Brett Frank, Director of Public Works

Date: October 17, 2022

Subject: Marchiselli Aid Project Agreement Highway Preventive Maintenance – City of Batavia D040140; PIN 4761.01

The City of Batavia has been awarded Marchiselli funding as aid to complete the Road Rehabilitation project on Richmond/Harvester Avenues PIN 4760.01.

In order for Marchiselli funds to be committed to the subject project, the City of Batavia is required to conform to certain procedures. These certain procedures are included in what's referred to as a Supplemental #1 State-Local Agreement which includes the following:

1. Schedule A – a breakdown of funding for design, right of way and/or construction activities
2. Schedule B – allocation of responsibility for specific tasks of each phase of work

Both Schedule A & B have been submitted to the NYS DOT

The City of Batavia is scheduled to receive the following amounts in Marchiselli Aid to help fund the Richmond/Harvester Avenue project:

1. \$49,785 – In Design Funds
2. \$260,719 – In Construction Funds

#XX-2022

**A RESOLUTION AUTHORIZING AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR SUPPLEMENTAL AGREEMENT MARCHISELLI PORTION OF DESIGN & CONSTRUCTION ASSOCIATED WITH THE REHABILITATION OF RICHMOND AVENUE AND HARVESTER AVENUE**

**Motion of Councilperson**

**WHEREAS**, a project for the Rehabilitation of Richmond Avenue (Oak Street to State Street) and Harvester Avenue, City of Batavia, Genesee County, P.I.N. 4761.01 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds; and

**WHEREAS**, the City of Batavia desires to advance the Project by making a commitment of 100% of the non-Federal share of the cost for PE/Design, R.O.W. Incidentals and Construction/CI/CS; and

**NOW THEREFORE**, the City Council, duly convened does hereby resolve that the above-referenced Project is approved; and

**IT IS FURTHER RESOLVED**, that the City Council hereby authorizes the payment in the first instance 100% of the Federal and non-Federal share for the cost of PE/Design, R.O.W. Incidentals, and Construction/CI/CS for the Project or portions thereof; and

**IT IS FURTHER RESOLVED**, that the sum of \$3,088,511 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and

**IT IS FURTHER RESOLVED**, that in the event the full Federal and non-Federal share of the Project costs exceeds the amount appropriated above, the City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the New York State Department of Transportation thereof; and

**IT IS FURTHER RESOLVED**, that the Council President be and is hereby authorized to execute all necessary agreements, and the Director of Public Works is authorized to execute certifications or reimbursement requests for Federal aid and/or Marchiselli aid on behalf of the City Council with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding of the local share of Federal aid and State aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and

**IT IS FURTHER RESOLVED**, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

**IT IS FURTHER RESOLVED**, that this resolution shall take effect immediately.



# Department of Transportation

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**CHRISTOPHER REEVE, P.E.**  
Acting Regional Director

October 13, 2022

Mr. Brett Frank  
City Manager – City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

**RE: Supplemental Agreement #1 to Master Federal Aid/Marchiselli Aid Project Agreement  
Highway Preventive Maintenance – City of Batavia  
D040140; PIN 4761.01**

Dear Mr. Frank:

Attached you will find files of the following documentation necessary for the City of Batavia to process before any Federal/State Aid can be committed to the subject project. This locally administered project requires that the City of Batavia conforms to certain procedures referenced in the attached documentation.

This documentation includes:

- (1) Supplemental #1 State-Local Agreement including:
  - a. Schedule A - a breakdown of funding for design, right of way and/or construction activities
  - b. Schedule B – allocation of responsibility for specific tasks of each phase of work

The State Local Agreement has been written according to the following guidelines:

- (1) The Schedule A has been written with funds that have been approved by the MPO and are identified in the TIP. NOTE: If the sponsor feels additional funding is required, they must request additional funds through the MPO. If approved, addition funding can be added to the next Supplemental Agreement.
- (2) No work shall begin until Federal Authorization is in place
- (3) Any work done prior to the Federal Authorization is NOT eligible for reimbursement.
- (4) A local resolution in support of the project must be in place before a request for Federal Aid will be submitted.

***NOTE: We are now accepting digital copies of agreements with original signatures. Therefore, please print out a copy of the signature page for execution. After physical signature scan back into document and email along with scanned resolution to paula.samson@dot.ny.gov. Main Office will not accept digital signatures.***

Upon execution by the State Comptroller, one executed, digital copy of the agreement will be returned to your office. If you have any questions, please contact Paula Samson, Regional State/Local Agreement Coordinator, at (585) 272-3333.

Sincerely,

Joel Kleinberg  
Acting Manager, Regional Program Development and Management  
Enclosures

cc: Robert Corcimiglia, RLPL, Project Manager, Region 4

Sponsor: **City of Batavia**  
PIN: **476101** BIN: \_\_\_\_\_  
Comptroller's Contract No. **D040140**  
Supplemental Agreement No. **1**  
Date Prepared: **10/13/2022** By: **plms**  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 1 to D040140** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")  
and

**City of Batavia** (the Sponsor)  
Acting by and through the **City Manager**  
with its office at **One Batavia City Center, Batavia, NY 14020.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (check and enter the # phase(s) as applicable):
    - adding phase **.321** which covers eligible costs incurred on/after **09/16/2022**
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after  / /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

- Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019
- Amends a previously adopted Agreement by adding:
  - Appendix B M/WBE/SDVOB.
  - Retention Exhibit.
  - Other: \_\_\_\_\_
- Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Batavia**  
PIN: **476101** BIN: \_\_\_\_\_  
Comptroller's Contract No. **D040140**  
Supplemental Agreement No. **1**  
Date Prepared: **10/13/2022** By: **plms**  
Initials

Press F1 for instructions in the blank fields:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:**  
**STATE OF NEW YORK ATTORNEY GENERAL**

BY: \_\_\_\_\_

\_\_\_\_\_  
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
NYSDOT/ State-Local Agreement - Schedule A for PIN 4761.01**

<b>OSC Contract #:</b> <u>D040140</u>	<b>Contract Start Date:</b> <u>3/9/2020</u> (mm/dd/yyyy)	<b>Contract End Date:</b> <u>8/31/2025</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b>	<input type="checkbox"/> Original Standard Agreement	<input checked="" type="checkbox"/> Supplemental Schedule A No. 1
<b>Agreement Type:</b>	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Batavia <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable):	
	<input type="checkbox"/> State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
<b>Authorized Project Phase(s) to which this Schedule applies:</b>	<input checked="" type="checkbox"/> PE/Design	<input checked="" type="checkbox"/> ROW Incidentals
	<input type="checkbox"/> ROW Acquisition	<input checked="" type="checkbox"/> Construction/CI/CS
<b>Work Type:</b> HWY REHAB	<b>County</b> (If different from Municipality): Genesee	
(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>		
<b>Project Description:</b> City of Batavia Highway Preventive Maintenance		
<b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

**A. Summary of Participating Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	Total Costs	FEDERAL Participating Share	STATE Matching Share	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
4761.01.121	Current	STP	\$331,900.00	\$265,520.00	\$49,785.00	\$16,595.00	\$0.00
	Old	STP	\$331,900.00	\$265,520.00	\$0.00	\$66,380.00	\$0.00
4761.01.221	Current	STP	\$27,000.00	\$21,600.00	\$4,050.00	\$1,350.00	\$0.00
	Old	STP	\$27,000.00	\$21,600.00	\$0.00	\$5,400.00	\$0.00
4761.01.321	Current	STP	\$2,729,611.00	\$2,183,697.00	\$409,433.00	\$136,481.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$3,088,511.00	\$2,470,817.00	\$463,268.00	\$154,426.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A    PIN 4761.01**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
<b>Total FEDERAL Cost</b>	<b>Total STATE Cost</b>	<b>Total LOCAL Cost</b>	<b>Total ALL SOURCES Cost</b>
\$2,470,817.00	\$463,268.00	\$154,426.00	\$3,088,511.00

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Paula Samson</u> Phone No: <u>585-272-3333</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**Footnotes:** (See LPB's SharePoint for link to sample footnotes)

- The State Match is being funded with Marchiselli Program Funds.
- This Supplemental Schedule A has been amended to include Marchiselli funds for Design and ROW.
- This Supplemental Agreement adds the Construction Funding.
- This Supplemental Agreement includes a NPS Share of \$293,677.
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## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u></b>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**
- 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

**B. Right-of-Way (ROW) Acquisition**

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**
- 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
- 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
- 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
- 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.
- 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
- 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

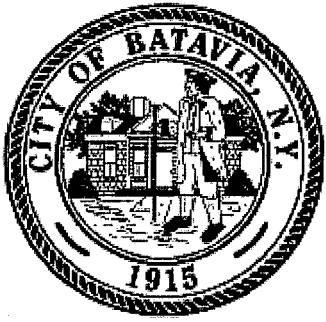
**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |



# City of Batavia

TO: Rachael Tabelski, City Manager  
FROM: Lisa Neary, Deputy Director of Finance  
DATE: October 14, 2022  
RE: Pitney Bowes Folding Machine and Administrative Reserves

The City's current Pitney Bowes folding machine, which was purchased in 2000, is no longer in working order. Pitney Bowes was contacted and we were given the price of two units, under state contract; one similar to our current model (Relay 3500) for a purchase price of \$10,435.80 and an annual maintenance fee of \$990.00; and a second unit (Relay 2500), which is a step down from our current model, for a purchase price of \$6,841.58 and an annual maintenance fee of \$720.00. Note, we discontinued paying the maintenance fee on our current machine a number of years ago but Pitney Bowes requires it for the brand new machine, although the first year maintenance fee will be waived.

We determined the step down model suits the needs of the City best, based on how we have used our current model in the years since we have owned it.

The Bureau of Finance is seeking permission of City Council to amend the 22/23 budget and utilize administrative reserves in the amount of \$6,841.58 to purchase this equipment. Our current actual balance in that reserve is \$487,208.71 and projected budget at 3/31/23 is estimated to be \$429,847.48.

Attached please find the resolution supporting this action to be presented to City Council at the Conference meeting dated October 25, 2022, along with the purchase agreement. Please let me know if you have any questions.

#-2022

**A RESOLUTION TO USE ADMINISTRATIVE RESERVES FOR THE PURCHASE OF  
A PITNEY BOWES FOLDING MACHINE AND AMEND THE 22/23 BUDGET**

**Motion of Councilmember**

**WHEREAS**, pursuant to General Municipal Law 6-c and per City of Batavia resolution #11-2015, the City of Batavia has an established Administrative Reserve; and

**WHEREAS**, the Administrative Reserve has a current balance of approximately \$487,209; and

**WHEREAS**, the City is in need of replacing its document folding and envelope stuffing machine, purchased in the year 2000, which is currently broken down; and

**WHEREAS**, it is recommended by the Bureau of Finance that the City purchase Pitney Bowes Relay 2500, which is on state contract, for a purchase price of \$6,481.58; and

**WHEREAS**, the City of Batavia is desirous to utilize the Administrative Reserve to fund the capital expenditure of a Pitney Bowes document folding and envelope stuffing machine; and

**WHEREAS**, to properly account for this expenditure, a budget amendment is required.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the City Manager be and hereby is authorized to sign an agreement for the purchase of a Pitney Bowes Relay 2500, use \$6,481.58 of Administrative reserves to purchase said equipment, and make the following budget amendment to the 2022/2023 budget, effective November 8, 2022:

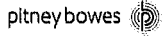
Increase revenue accounts:

A.00.0000.0000 0511-2112	Appropriated Administrative Reserves	\$6,481.58
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Increase expenditure accounts:

A.01.1310 200-2112	Finance Bureau Equipment (Reserves)	\$6,481.58
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**Seconded by Councilmember  
and on roll call**



# Purchase Agreement/Equipment and Software Maintenance Agreement

Agreement Number																		

## Your Business Information

Full Legal Name of Client / DBA Name of Client			Tax ID # (FEIN/TIN)		
City of Batavia			166002535		
Sold-To: Address					
1 Batavia City Ctr, Batavia, NY, 14020-2050, US					
Sold-To: Contact Name	Sold-To: Contact Phone #		Sold-To: Account #		
Teri Dean	5853456318		0010070412		
Bill-To: Address					
1 Batavia City Ctr, Batavia, NY, 14020-2050, US					
Bill-To: Contact Name	Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email
Aimslee Cassidy	5853456307		0016935455		cassidy@batavianewyork.com
Ship-To: Address					
1 Batavia City Ctr, Batavia, NY, 14020-2050, US					
Ship-To: Contact Name	Ship-To: Contact Phone #		Ship-To: Account #		
Aimslee Cassidy	5853456305		0010070412		
PO #					

## Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	RELAY2500	Relay 2500	PURCHASE	\$ 0.00
	F3C2	Mail Run Assistance 2 hours	PURCHASE	\$ 281.40
1	F790042-01	Power Cord	PURCHASE	\$ 0.00
1	STDSL	Standard SLA-Equipment Service Agreement (for Relay 2500)	SLA	\$ 720.00
1	TI25	Relay 2500 w/Install & Training	PURCHASE	\$ 6,560.18

<b>Purchase Total**</b>	\$ 6,841.58
<b>Monthly Total**</b>	\$ 0.00
<b>Annual Total**</b>	\$ 720.00

\*\*Plus applicable taxes which will be applied at the time of billing.

## Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
N/A	N/A	Equipment Maintenance	\$ 720.00

- Tax Exempt**
- ( ) Tax Exempt Certificate Attached
  - ( ) Tax Exempt Certificate Not Required
  - ( ) Purchase Power<sup>®</sup> transaction fees included
  - ( ) Purchase Power<sup>®</sup> transaction fees extra



**Shipping and Handling**

\$ 0.00

Initial Term : 12 Months

\*\*Plus applicable taxes which will be applied at the time of billing.

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

PC67337

State/Entity's Contract #

Client Signature

Print Name

Title

Date

Email Address

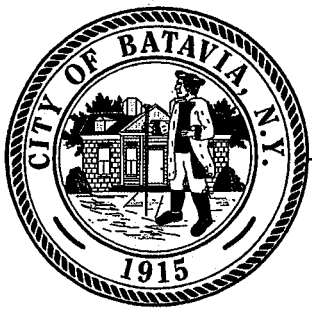
**Sales Information**

Robert Zurat

robert.zurat@pb.com

Account Rep Name


Email Address



# City of Batavia

## *Memorandum*

To: Rachael Tabelski, City Manager

From: Shawn Heubusch, Police Chief 

Date: October 12, 2022

Subject: FY 2022 Patrick Leahy Bulletproof Vest Partnership Award

On September 21, 2022 the Department received notification from the Bureau of Justice Assistance that we will receive an award in the amount of \$5,667.30 from the FY 2022 Patrick Leahy Bulletproof Vest Partnership program. This award is used towards the purchase of new bulletproof vests for new hire police officers and replacement vests for existing officers. The award will cover ½ of the cost of each vest purchased.

Please find attached the documents that go with this grant award.

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

Attachments: Grant Information Form  
Draft Resolution

Cc: Lisa Neary, Deputy Director of Finance

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



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

**A RESOLUTION TO AMEND THE 2022-2023 POLICE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A FY 2022 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP AWARD IN THE AMOUNT OF \$5,667.30 FROM THE BUREAU OF JUSTICE ASSISTANCE**

**Motion of Councilperson**

**WHEREAS**, the City of Batavia Police Department has received a grant in the amount of \$5,667.30 from the FY 2022 Patrick Leahy Bulletproof Vest Partnership Program of the Bureau of Justice Assistance to be used towards the purchase of ballistic vests for members of the City of Batavia Police Department; 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 budget effective November 14, 2022:

Increase expenditure accounts:

A.04.3120.3120 0418	\$	5,667.30
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Increase revenue accounts:

A.00.0000.0000 4320-1055	\$	5,667.30
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**Seconded by Councilperson**

**and on roll call**

## Shawn Heubusch

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**From:** BVP Email Account <ojp@public.govdelivery.com>  
**Sent:** Wednesday, September 21, 2022 12:21 PM  
**To:** Shawn Heubusch  
**Subject:** Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the **BVP System**. A complete list of FY 2022 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

**Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.**

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy\\_0.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf).

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at [vests@usdoj.gov](mailto:vests@usdoj.gov) or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the

country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: **[BJA VALOR INITIATIVE \(ojp.gov\)](#)**.

Thank you BVP Program Support Team

Bureau of Justice Assistance

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This email was sent to shebusch@batavianewyork.com using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

# REVIEW APPLICATION



Application Profile



Application



NIJ Approved

Submit Application

Below is the current status of your application.

## REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
BATAVIA CITY	6	\$5,667.30		Approved by BVP
Grand Totals:	6	\$5,667.30		

# APPLICATION DETAILS

## APPLICATION PROFILE

<b>Participant</b>	BATAVIA CITY
<b>Fiscal Year</b>	2022
<b>Number of Agencies Applied</b>	0
<b>Total Number of Officers for Application</b>	31
<b>Number of Officers on Approved Applications</b>	31

## APPLICATION PROFILE

<b>Fiscal Year</b>	2022
<b>Vest Replacement Cycle ⓘ</b>	5
<b>Number of Officers</b>	31
<b>Number of Emergency Replacement Needs ⓘ</b>	0
<b>Number of Stolen or Damaged</b>	0
<b>Number of Officer Turnover</b>	0

## APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
ULW-II	6	\$944.55	\$5,667.30	\$0.00	\$5,667.30

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
<b>Grand Totals</b>	6		\$5,667.30	\$0.00	\$5,667.30

**AWARD SUMMARY FOR FY2022 REGULAR SOLICITATION**

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$5,667.30	\$2,833.65	09/21/22	Approved by BVP
<b>Grand Totals:</b>	\$5,667.30	\$2,833.65		

RETURN