



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Hadassah Mativetsky, City Council President

Sarah Dinhofer, City Clerk

CITY COUNCIL WORK SESSION AGENDA

City Hall, 38 Hawley St, Binghamton

6pm Monday, January 8, 2024

The Work Session begins at 6pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL/Topic	Pages	Presenter
6:00pm	Municipal and Public Affairs	Kinya	RL24-3: Enter into MOU with Vestal & Johnson City Police SWAT	1-7	Joseph T. Zikuski
6:10pm	Planning	Nate	RL24-7: Authorize the sale of 28 Alfred St to Gina and Elsa Ferranti for \$500	8-9	Grace Doherty
6:15pm	Planning	Nate	RL24-8: Authorize the sale of 74 Evans St to Michael and Margaret Igo for \$500	10-11	Grace Doherty
6:20pm	Public Works	Michael	RL24-9: Authorize the City of Binghamton to enter into an agreement with NYSDOT to provide emergency assistance in the absence of the Governor's Emergency Declaration	12-16	Joshua Paludi
6:25pm	Finance	Robert	RL24-4: Authorize the City of Binghamton to accept a home improvement project grant from NYS Homes & Community Renewal Affordable Housing Corporation (AHC) in the amount of \$680,000 for the rehab and non-luxury renovation of 34 low-moderate-income (LMI) owner occupied single family homes	17-20	Juliet Berling
6:30pm	Finance	Robert	RL24-2: Mayor to authorize NFP to act as Broker of Record for Health Insurance	21-24	Megan Heiman
6:35pm	Finance	Robert	RL24-5: Accept a grant not to exceed \$250,000 from the Community Resiliency, Economic Sustainability, and Technology (CREST) capital grant program for a pumper fire truck	25-26	Megan Heiman
6:40pm	Finance	Robert	*RL24-10: Amend the 2024 General fund budget to fund a Police Lieutenant position for the whole budget year (2024) and defund a Grade 1 Police Officer for the whole budget year (2024). Increase benefits associated with change of grade	27-28	Megan Heiman
6:45pm	Finance	Robert	*RL24-1: Mayor to authorize Bonadio & Co., LLP for audit services	29-52	Megan Heiman
6:50pm	Finance	Robert	RL24-6: Authorize the Mayor to accept a \$210,275 grant from NYS Homes & Community Renewal to support façade work and	53-75	Sarah Glose



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			streetscape improvements in the target area defined in the attached Schedule A		
6:55pm	Finance	Robert	RL24-11: Amend the BJCSB 2024 Budget to increase hourly rates due to 2.66% CPI increase and change the position count by defunding a position	76-79	Billie Goodson
7:00pm	Finance	Robert	RL24-12: Amend the BJCSB 2024 Budget position count to defund one Mechanics Assistant and fund one Mechanics position	80-81	Billie Goodson

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:	_____
Date Submitted:	_____

City Clerk, City Hall, Binghamton, NY 13901 · 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Joseph T. Likuski Police Chief (607) 772-7090
 (Print Name) (Title) (Phone number)

Signature: Date: 1/2/24
To Be Completed By Applicant

Proposed Title: Enter into mou with Vestal & Johnson City Police SWAT team

Executive Summary (Explain why legislation is necessary):

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY	
Mayor:	<u></u>
Comptroller:	<u></u>
Corp. Counsel:	<u></u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

SWAT AGREEMENT
J. Ryan

INTERMUNICIPAL AGREEMENT POLICE TACTICAL TEAM COOPERATION

This agreement is made this 2nd day of April, 2018, between the Town of Vestal, a municipal corporation with its principal place of business at the Vestal Town Hall, 605 Vestal Freeway, W. Vestal, New York, the City of Binghamton, a municipal corporation with its principal place of business at the Binghamton City Hall, 38 Hawley Street Binghamton, New York and the Village of Johnson City, a municipal corporation with its principal place of business at the Johnson City Village Office at 243 Main Street Johnson City, New York.

RECITALS

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

NOW THEREFORE, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

ARTICLE ONE Purpose of the Agreement

The purpose of this Agreement is to:

1. Establish and maintain a joint Special Weapons and Tactics Team by the Town of Vestal Police Department, City of Binghamton Police Department, and Village of Johnson City Police Department (hereinafter referred to as "Metro SWAT Team") that will be available to each participating entity in the event of an emergency in accordance with the provisions of this Agreement;
2. Formalize rules and regulations providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and fiscal responsibilities of each agency;
3. Eliminate the need to follow the formal procedure set forth in OML §209-m to request assistance from the other party in the form of personnel and/or equipment;
4. Provide for more efficient utilization of law enforcement resources and services.

ARTICLE TWO
Personnel and Equipment

Each party agrees that their police department will supply personnel, equipment and other available resources to the other as part of a joint Metro SWAT Team. The number of personnel, if any, and the amount or type of equipment to be contributed shall be determined by the party's police chief, or their designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in Metro SWAT team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

ARTICLE THREE
Retained Personnel and Equipment

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

ARTICLE FOUR
Compensation

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE FIVE
Control of Personnel and Equipment

The Incident Commander of the agency responsible for the geographical jurisdiction in which an incident occurs shall be in command of the operation(s) under which the Metro SWAT Team is requested. The Metro SWAT Team Commander shall report to the Incident Commander. Metro SWAT Team members will be under the supervisory control of the Metro SWAT Team structure during incidents and training events. Specifically, during incidents occurring within the City of Binghamton the Incident Commander will be a member of the Binghamton Police Department, during incidents occurring within the Town of Vestal the Incident Commander will be a member of the Vestal Police Department, and during incidents occurring within the Village of Johnson City the Incident Commander will be a member of the Johnson City Police Department.

Each party agrees that the selection of the SWAT Team Commander will be made jointly by the respective police chiefs, or their designees. Selection of team leaders and team operators will be made jointly by the respective police chiefs, or their designees, in consultation with the Team Commander.

Each party agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC)

ARTICLE SIX Privileges and Immunities

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the Metro SWAT Team when performing its functions within the public agency's territorial limits shall apply to the activities of Metro SWAT Team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-a(e) and § 119-a GML, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE SEVEN Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE EIGHT Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney

fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

ARTICLE NINE Administration

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN Compliance with Laws

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN Approval, Duration and Termination

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2022. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2023. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

State of New York)
) ss.:
County of Broome)


On the 12th day of April in the year 2018, before me, the undersigned, personally appeared W. John Schaffer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

TONYA L. PINNEY
Notary Public - State of New York
No. 01P16248125
Residing in Broome County
My Commission Expires 09/12/2019

State of New York)
) ss.:
County of Broome)

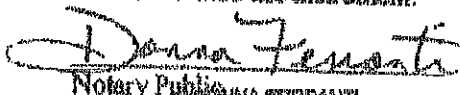
On the 9th day of April in the year 2018, before me, the undersigned, personally appeared Gregory Deane, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DIANE DEVO
Notary Public, State of New York
No. 01DE0089553
County of Broome
Commission Expires 12/30/20 18

State of New York)
) ss.:
County of Broome)

On the 15th day of May in the year 2018, before me, the undersigned, personally appeared Richard David, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DONNA FERRANTI
Notary Public, State of New York
Reg. No. 01P0000027
Qualified in Broome County
Commission Expires August 21, 2021

TOWN OF VESTAL

By: *John Schaffer*

CITY OF BINGHAMTON

By: *Michael D. ...*

VILLAGE OF JOHNSON CITY

By: *Greg ...*

←



Legislative Branch

RL Number:
Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Presenting RL at Work Session

Grace Doherty Asst. to the Mayor 607-772-7001
 (Print Name) (Title) (Phone number)

Signature: *Grace Doherty* Date: 01/03/2024

To Be Completed By Applicant

Proposed Title: A Resolution Authorizing the Sale of 28 Alfred St to Gino and Elsa Ferranti for \$500

Executive Summary (Explain why legislation is necessary): This property will be maintained as greenspace

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY	
Mayor:	<i>[Signature]</i>
Comptroller:	<i>[Signature]</i>
Corp. Counsel:	<i>[Signature]</i>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



OFFICE OF THE MAYOR • CITY OF BINGHAMTON

OFFER TO PURCHASE

Please complete the below application, and submit this document to the Mayor's Office for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: 28 Alfred Street

Tax Parcel Identification Number: 1400.67-4-7

Current Use of Property: [] Residential [] Commercial [] Mixed Use [x] Vacant Lot

Offered Purchase Price: \$500.00

Do you wish to opt-out of the free tree planting service? [] Yes [x] No

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

Maintain as green space. Perhaps plant some flowers and garden.

APPLICANT INFORMATION

Applicant Name: Elsa Ferranti
Note: Please provide the full legal name of the applicant. If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 30 Grand Street, Binghamton, NY 13903

Telephone Number(s): 607-722-1403 (phone)

Email Address: p.ferranti@msu.com

Please list any other properties owned by the Applicant located within Broome County.
30 Grand Street, Binghamton, NY 13903
34 Grand Street, Binghamton, NY 13903
31 Lookout Street, Binghamton, NY 13903

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Signature: Elsa Ferranti

Date: 11/21/2023



Legislative Branch

RL Number:

Date Submitted:

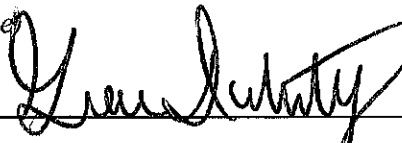
City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

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Applicant Presenting RL at Work Session

Grace Doherty Asst. to the Mayor 607-772-7001
 (Print Name) (Title) (Phone number)

Signature:  Date: 01/03/2024

To Be Completed By Applicant

Proposed Title: A Resolution Authorizing the Sale of 74 Evans St to Michael and Margaret Igo for \$500

Executive Summary (Explain why legislation is necessary): This property will be maintained as greenspace

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

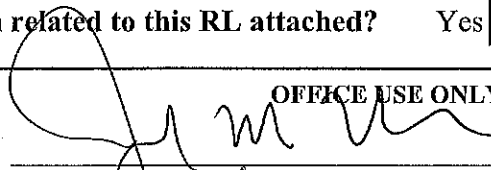


RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corp. Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



OFFICE OF THE MAYOR • CITY OF BINGHAMTON

RECEIVED
11/21/23

OFFER TO PURCHASE

Please complete the below application, and submit this document to the Mayor's Office for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: 74 EVANS ST.

Tax Parcel Identification Number: 160.60-3-17

Current Use of Property: Residential Commercial Mixed Use Vacant Lot

Offered Purchase Price: \$500.00

Do you wish to *opt-out* of the free tree planting service? Yes No

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

Extend our yard per the Side Lot Program.

APPLICANT INFORMATION

Applicant Name: Michael and Margaret Igo
Note: Please provide the full legal name of the applicant. If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 72 Evans St. Binghamton, NY 13903

Telephone Number(s): 607-772-9815

Email Address: migojr@yahoo.com

Please list any other properties owned by the Applicant located within Broome County.
70 EVANS ST + 72 EVANS ST.

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Michael Igo, Mayor
Signature

11/21/2023
Date



Legislative Branch

RL Number:	_____
Date Submitted:	_____

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

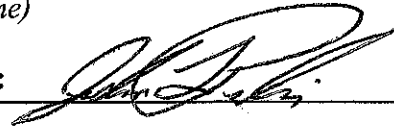
REQUEST FOR LEGISLATION

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Applicant Presenting RL at Work Session

Joshua Paludi Acting Commissioner/Public Works 607-772-7021

 (Print Name) (Title) (Phone number)

Signature:  Date 1/2/24

To Be Completed By Applicant

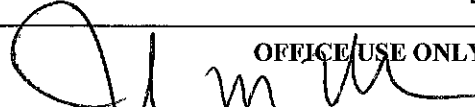
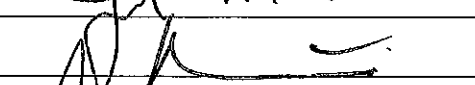
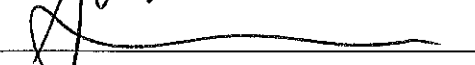
Proposed Title: A resolution authorizing the City of Binghamton to enter into an agreement with NYSDOT to provide emergency assistance in the absence of the Governor's Emergency Declaration.

Executive Summary (*Explain why legislation is necessary*): This agreement will provide service or materials that are valued at less than \$25,000. Having an agreement in place facilitates the ability to provide support more quickly when an emergency arises.

Effective Date: (if applicable) _____
Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.
RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____
RL related to previously adopted legislation: Perm. number _____, adoption date _____
Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No SEQRA required? Yes No
 Additional information related to this RL attached? Yes No

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corp. Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 20__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 9

By: _____ Date: _____

Resident Engineer – _____ County

MUNICIPALITY

By: _____ Date: _____

_____ Highway Superintendent

NYSDOT – Region 9

By: _____ Date: _____

Regional Director of Operations

SCHEDULE A

NYSDOT

Description of Services, Materials, or Equipment (Check All that apply) to be shared:

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: Less Than \$25,000

MUNICIPALITY

Description of Services, Materials, or Equipment (Check All that apply) to be shared:

Estimated Cost/Value of Service, Equipment, Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: Less than \$25,000

Working Together

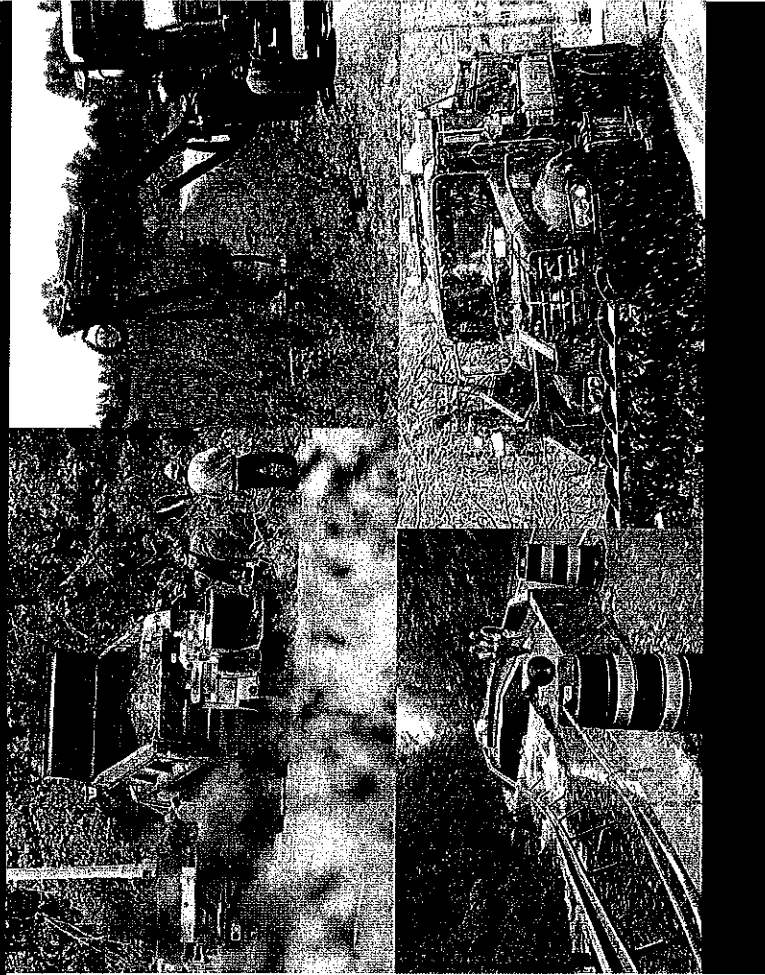
with our local partners to
keep New York moving

SHARED SERVICES AGREEMENTS

NYS DOT and Municipalities Partnering for Stronger Communities

For additional information please contact:

Region 1 - Capital District (518) 457-3522	Region 7 - North Country (315) 785-2333
Region 2 - Mohawk Valley (315) 793-2447	Region 8 - Hudson Valley (845) 431-5750
Region 3 - Central New York (315) 428-4351	Region 9 - Southern Tier (607) 721-8116
Region 4 - Genessee Valley (585) 272-4818	Region 10 - Long Island (631) 952-6632
Region 5 - Western New York (716) 847-3238	Region 11 - New York City (718) 482-4526
Region 6 - Central Southern Tier (607) 324-8405	



www.dot.ny.gov



Department of
Transportation

A Shared Services Agreement can be entered into by the New York State Department of Transportation and a municipality to assist with road maintenance and may include sharing materials and equipment or performing a function on behalf of the other entity.

The agreements help foster a stronger cooperative working relationship between NYSDOT and localities, while improving efficiency and reducing costs for both parties.

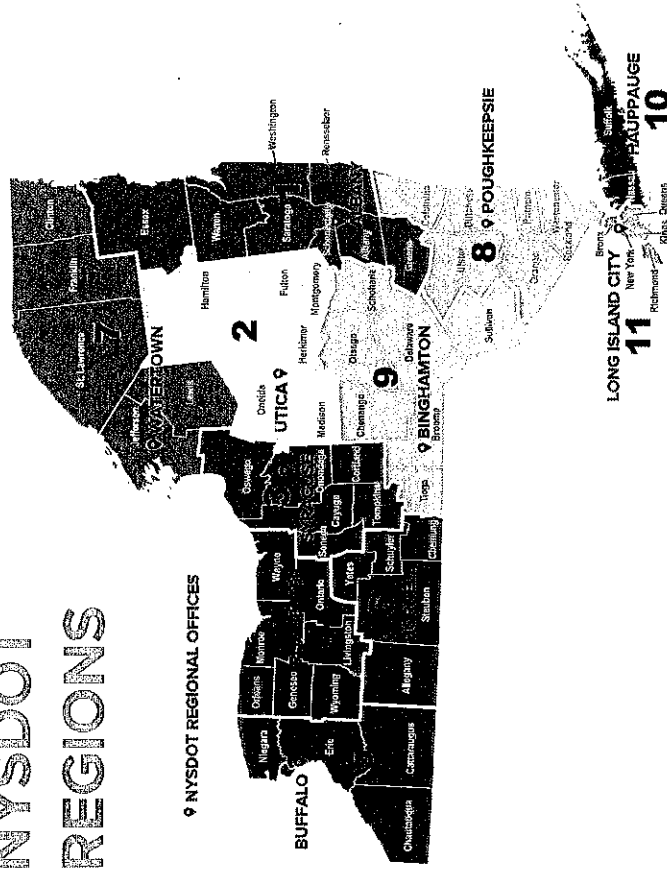
Agreement services and materials can include, but are not limited to:

- debris clearance and storm clean-up
- flood clean-up and repair
- roadside mowing
- summer maintenance operations (ditching, tree pruning, etc.)
- snow and ice operations
- specialized equipment use
- materials such as road salt and traffic signal bulbs

NYSDOT is here to assist.

- Shared Service Agreements are made at the local level, with both parties working together to determine what type of services will be shared.
- Reciprocal actions do not need to be immediate, but must occur during the life of the agreement.

**NYSDOT
REGIONS**



- Up to \$25,000 worth of services may be shared.
- These agreements can be made on an ongoing basis in order to be available in case of times of emergency.
- Shared Services Agreements allow NYSDOT to provide assistance to municipalities in the absence of an official Emergency Declaration. This can be instrumental in helping a municipality recover from an event that may stress the limits of their current resources.



Legislative Branch

RL Number: _____

Date Submitted: _____

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Juliet Berling

Director Planning Housing Com Devel

607 772-7028

(Print Name)

(Title)

(Phone number)

Signature:

Date: 01/02/2024

To Be Completed By Applicant

Proposed Title: A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A HOME IMPROVEMENT PROJECT GRANT FROM NYS HOME & COMMUNITY RENEWAL AFFORDABLE HOUSING CORPORATION (AHC) IN THE AMOUNT OF \$680,000 FOR THE REHAB AND NON-LUXURY RENOVATION OF 34 LOW-MODERATE-INCOME (LMI) OWNER OCCUPIED SINGLE FAMILY HOMES

Executive Summary (Explain why legislation is necessary): NYS HOME & COMMUNITY RENEWAL AHC FUNDS FOR HOME IMPROVEMENT PROJECTS MAY BE USED TO CORRECT BASIC STRUCTURAL DEFECTS THAT THREATEN THE HEALTH AND SAFETY OF THE RESIDENTS, AND TO PROLONG THE USEFUL LIFE OF THE HOME.

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet must be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet must be attached. Deadline for Council to act by: 02/18/2024

RL related to previously adopted legislation: Perm. number R23-67, adoption date 08/23/2023

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corp. Counsel:						
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: NYS HOME & COMMUNITY RENEWAL AFFORDABLE HOUSING CORP

Total project cost: \$2,040,000 (33% AHC + 67% Private and Public Funds)

Total amount of grant: \$680,000 (\$20,000 per LMI qualified housing unit for a total of 34 units)

Local match (if any): 47% HOME \$340,000+HOME PI \$612,000; 20% Private (Mortgages) \$408,000

If local match is monetary, provide the budget line and title: A8686.54756.F0015 Affordable Housing

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Disbursement of grant (upfront, reimbursable?): Disbursement

Grant Budget Line: AHC 4U20 H8660.555555

Grant project manager: Juliet Berling

Anticipated date of project completion: December 2027

Special project completion requirements (if any): _____

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

Legal Counsel Approval

RL 23-169

Introductory No. R23-68

Permanent No. R23-67



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: August 23, 2023

Sponsored by Council Members: Resciniti, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: Finance

RESOLUTION

enitled

A RESOLUTION AUTHORIZING THE CITY OF
BINGHAMTON TO APPLY FOR THE NEW
YORK STATE HOME & COMMUNITY
RENEWAL AFFORDABLE HOUSING
CORPORATION 2023-2024 HOME
IMPROVEMENT PROGRAM GRANT

WHEREAS, the City of Binghamton is applying for the 2023-2024 Home Improvement Program Grant from the New York State Home and Community Renewal Affordable Housing Corporation in the amount of \$680,000; and

WHEREAS, the funds can be used to improve or rehabilitate housing units, limited to low to moderate-income owner-occupied households; and

WHEREAS, the Grant requires no City match; the grant funds will be reimbursable, and the Grant will be administered by the Director of Economic Development or his/her designee; and the estimated date of completion will be June 2028; and

WHEREAS, the funding contributes to ongoing community revitalization effort.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session does hereby:

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as may be necessary to apply for the 2023-2024 Home Improvement Program Grant from the New York State Homes and Community Renewal Affordable Housing Corporation in the amount of \$680,000.

Introductory No. R23-68

Permanent No. R23-67

Sponsored by City Council Members:
Resciniti, Burns, Strawn, Scanlon, Scaringi

A RESOLUTION AUTHORIZING THE CITY OF
BINGHAMTON TO APPLY FOR THE NEW YORK
STATE HOME & COMMUNITY RENEWAL
AFFORDABLE HOUSING CORPORATION 2023-
2024 HOME IMPROVEMENT PROGRAM GRANT

The within Resolution was adopted by the Council of
the City of Binghamton.

8/23/23
Date

Jessie Faulkner
City Clerk

8/24/23
Date Presented to Mayor

8/24/23
Date Approved

JMM
Mayor

	Ayes	Nays	Abstain	Absent
Councilwoman Resciniti	✓			
Councilwoman Riley				✓
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scanlon	✓			
Councilman Scaringi	✓			
Total	6	0	0	1

Code of the City of Binghamton

Adopted Defeated

6 Ayes 0 Nays 0 Abstain 1 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 8/23/23. Approved
by the Mayor on 8/24/23 JMM



DP/10/10/23

Legislative Branch

RL Number:

2

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Megan Heiman

Deputy Mayor

607-772-7001

(Print Name)

(Title)

(Phone number)

Signature:

Date: 12/18/2023

To Be Completed By Applicant

Proposed Title: Resolution for the mayor to authorize NFP to act as Broker of Record for Health Insurance.

Executive Summary (Explain why legislation is necessary):

Resolution for the mayor to authorize NFP to act as Broker of Record for Health Insurance for 3 years with 2 (two) 1 year optional renewals.

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corp. Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies

Scope of Services

Delivering Exceptional Support

Understand what NFP's focused specialists offer your organization.

Transparency is key to effective partnerships. Below, we break down everything you can expect from your NFP team of experts to help your mid-market, fully insured organization better meet its goals.

Strategic Consulting

- Annual review of client goals and objectives
- Review of market trends and updates
- Development of short- and long-term strategic plan
- Benchmarking analysis to assess competitiveness

Project Planning, Management and Administration

- Development of an annual project plan to include key dates and deadlines
- Management of client-specific projects, including carrier/vendor implementations
- Status log, as appropriate, to keep parties up to date on long-term projects and issues
- Carrier/vendor management including problem-solving and issue resolution
- Benefit concierge and claims advocacy services to assist employees with benefit questions and challenging claim issues

Financial Reporting and Actuarial Services

- Monthly claim report summaries to outline plan performance and review significant costs/large losses
- Review of alternative funding arrangements including self-insurance, minimum premium, level funding and captive arrangements
- Plan design modeling
- Employee contribution modeling

Renewal and Marketing Services

- Planning, collection and coordination of renewal activity with carriers and vendors
- Marketing services to include strategy, RFP development, proposal compilation, analysis and finalist meetings
- Renewal/marketing recommendations, cost projections and executive summary of findings
- Negotiation with carriers and vendors to secure competitive pricing and contract provisions
- Marketing of stop loss through NFP's Center of Excellence

About NFP

NFP is a leading insurance broker and consultant that provides employee benefits, specialized property and casualty, retirement, and individual private client solutions through our licensed subsidiaries and affiliates. Our expertise is matched by our commitment to each client's goals and is enhanced by our investments in innovative technologies in the insurance brokerage and consulting space.

NFP has more than 6,900 employees and global capabilities. Our expansive reach gives us access to highly rated insurers, vendors, and financial institutions in the industry, while our locally based employees tailor each solution to meet our clients' needs. We've become one of the largest insurance brokerage, consulting, and wealth management firms by building enduring relationships with our clients and helping them realize their goals.

For more information, visit [NFP.com](https://www.nfp.com).

NFP Corp. and its subsidiaries do not provide legal or tax advice. You should consult an attorney or tax professional regarding the application or potential implications of laws, regulations or policies to your specific circumstances.





Legislative Branch

RL Number:
Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Presenting RL at Work Session

Megan J. Heiman Deputy Mayor (607) 772-7001
 (Print Name) (Title) (Phone number)

Signature: Megan J. Heiman Date: 1/2/24
To Be Completed By Applicant

Proposed Title: A Resolution to accept a grant not to exceed \$250,000 from the Community Resiliency, Economic Sustainability, and Technology (CREST) capital grant program for a pumper fire truck

Executive Summary (Explain why legislation is necessary): Please see attached. The grant money will help fund a pumper fire truck for the Binghamton Fire Department.

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost \$613,759.31 Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corp. Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Dormitory Authority of the State of New York (DASNY)

Total project cost: \$613,759.31

Total amount of grant: \$250,000

Local match (if any): _____

If local match is monetary, provide the budget line and title: Bond - Budget line TBD

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Disbursement of grant (upfront, reimbursable?): _____

Grant Budget Line: H.43089

Grant project manager: Chief Al Gardiner

Anticipated date of project completion: 2024

Special project completion requirements (if any): _____

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

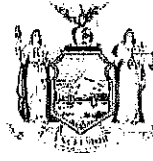
Please see attached award letter.

District Office
1007 State Office Building
41 Hawley St
Binghamton, NY 13901
1607) 773-8771
FAX 1607) 774-3088

Albany Office
848 Legislative Office Building
Albany, NY 12247
(518) 455-2170
FAX (518) 426-6787

Email:
leawebb@nysenate.gov

THE SENATE
STATE OF NEW YORK



SENATOR
LEA WEBB
52ND DISTRICT

CHAIR
WOMEN'S ISSUES
COMMITTEES
AGRICULTURE
CITIES 2
HEALTH
HIGHER EDUCATION
MENTAL HEALTH
PROCUREMENT AND CONTRACTS

November 6, 2023

Binghamton City Hall
38 Hawley Street
Binghamton, NY 13901

Dear Chief Gardiner,

It is my pleasure to inform you that I will be nominating the City of Binghamton Fire Department to receive \$250,000 for a new pumper fire truck through the Community Resiliency, Economic Sustainability, and Technology (CREST) capital grant program. I am thrilled to support this worthy investment!

Please be advised that the Governor's Division of Budget office (DOB), Dormitory Authority of the State of New York (DASNY), and other state agencies will still need to review and consent to this grant.

In order for DASNY to begin processing the grant, you must complete the Senate Preliminary Application, which has been electronically transmitted to you, in its entirety and return it to my Albany Office as soon as possible. Your grant will not become activated until this initial application is reviewed by my office as well as the Senate Finance Office and formally transmitted by them to DASNY. Once that occurs, DASNY will send you additional paperwork to be completed and returned to DASNY to move the grant forward. We strongly advise against expending any funds toward this project until you receive an executed contract or Grant Disbursement Agreement (GDA) from DASNY.

Please keep me informed of your progress on it as you move forward. In the meantime, if you have any questions regarding this funding, please do not hesitate to contact my Deputy Legislative Director Abby Melendez regarding this grant at (518) 455-3171 or amelende@nysenate.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lea Webb".

Senator Lea Webb
52nd Senate District

Please Expedite
Cover order



Legislative Branch

RL Number:	_____
Date Submitted:	_____

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Presenting RL at Work Session

Meghan Heirnan	DEPUTY MAYOR	607-772-7001
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Phone number)</i>

Signature: _____ Date: _____

To Be Completed By Applicant

Proposed Title: Amend the 2024 General fund budget to fund a Police Lieutenant position for the whole budget year (2024) and defund a Grade 1 Police Officer for the whole budget year (2024). Increase benefits associated with change of grade.

Executive Summary (Explain why legislation is necessary): see attached

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet must be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet must be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY	
Mayor:	_____
Comptroller:	_____
Corp. Counsel:	_____
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Please Expedite



Legislative Branch

RL Number:

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Megan Heiman Deputy Mayor 607-772-7001
(Print Name) (Title) (Phone number)

Signature: Date: 12/18/2023

To Be Completed By Applicant

Proposed Title: Resolution for the mayor to authorize Bonadio & Co., LLP for Audit services.

Executive Summary (Explain why legislation is necessary):

Resolution for the mayor to authorize Bonadio & Co., LLP for Audit services for 3 years (2023-2025) with 2 (two) 1 year optional renewals. Funding will be available from A1310.54425

Effective Date: (if applicable)

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by:

RL related to previously adopted legislation: Perm. number, adoption date

Contract: Person/Company Start/End Date

Total Cost Funds available in Budget Line Title

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corp. Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies

**CITY OF BINGHAMTON
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL AUDITING SERVICES
November 2023**

**CITY OF BINGHAMTON
OFFICE OF THE COMPTROLLER
38 HAWLEY STREET
BINGHAMTON, NY 13901**

CITY OF BINGHAMTON
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

- I. INTRODUCTION
 - A. General Information
 - B. Term of Engagement
 - C. Subcontracting

- II. NATURE OF SERVICES REQUIRED
 - A. General
 - B. Scope of Work to be Performed
 - C. Auditing Standards to be Followed
 - D. Reports to be Issued
 - E. Special Considerations
 - F. Working Paper Retention and Access to Working Papers

- III. DESCRIPTION OF THE GOVERNMENT
 - A. Name and Telephone Number of Contact Persons/
Organizational Chart/Location of Offices
 - B. Background Information
 - C. Fund Structure
 - D. Budgetary Basis of Accounting
 - E. Federal Financial Assistance
 - F. Pension Plans
 - G. Component Units
 - H. Joint Ventures
 - I. Magnitude of Finance Operations
 - J. Computer Software
Internal Audit Function
 - K. Availability of Prior Reports and Working Papers

- IV. TIME REQUIREMENTS
 - A. Proposal Calendar
 - B. Date Contract to be Awarded
 - C. Date Final Report Due

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- A. Finance Department and Clerical Assistance
- B. Electronic Data Processing (EDP) Assistance
- C. Work Area, Telephone, Photocopying and FAX Machines
- D. Report Preparation

VI. PROPOSAL REQUIREMENTS

A. General Requirements

- 1. Submission of Notification of Interest
- 2. Pre-proposal Conference and On-site Inspections
- 3. Inquiries
- 4. Submission of Proposals

B. Technical Proposal

- 1. General Requirements
- 2. Independence
- 3. License to Practice in New York State
- 4. Firm Qualifications and Experience
- 5. Partner, Supervisory and Staff Qualifications and Experience
- 6. Similar Engagements with Other Government Entities
- 7. Specific Audit Approach
- 8. Identification of Anticipated Potential Audit Problems
- 9. Report Format

C. Dollar Cost Proposal

- 1. Total All-Inclusive Maximum Price
- 2. Rates by Partner, Specialist, Supervisory and Staff Level
Times Hours Anticipated for Each
- 3. Rates for Additional Professional Services
- 4. Manner of Payment

VII. FINAL SELECTION

- A. City Council Selection
- B. Notification of Firm Selected
- C. Right to Reject Proposals

APPENDICES

- A. Organizational Chart
- B. List of Key Personnel
- C. Proposer Guarantees
- D. Proposer Warranties
- E. Schedule of Audit Quotations
- F. Schedule of Fees for Additional Services

CITY OF BINGHAMTON REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The City of Binghamton (City) is requesting proposals from qualified independent certified public accounting firms to audit its financial statements for the fiscal year ending December 31, 2023, with the option of auditing its financial statements for each of the TWO subsequent fiscal years, along with the Binghamton Local Development Corporation, a component unit, whose fiscal year ends August 31, 2024, Binghamton Urban Renewal Agency (BURA) (calendar year), and the City of Binghamton Water St. Development Agency. The City of Binghamton, for financial reporting purposes, is in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100 with the source being GASB Statement 61. It is the City's responsibility, and not that of the auditor, to prepare all required components of the financial statements to be audited. These audits are to be performed in accordance with U.S. generally accepted auditing standards, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act Amendments of 1996 and 2 CFR part 200 subpart F.

There is no expressed or implied obligation for the City of Binghamton to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The Comptroller will be the audit firm's primary contact for the City and all inquiries should be directed to:

Chuck Shager, Comptroller
(607) 772-7011
ceshager@cityofbinghamton.gov
City of Binghamton
City Hall- Governmental Plaza
38 Hawley Street
Binghamton, NY 13901

To be considered, all submissions must follow the proposal calendar on pages 9 - 10. The City of Binghamton reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Binghamton reserves the right, where it may serve the City of Binghamton's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Binghamton, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Binghamton reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Binghamton and the firm selected.

It is anticipated the selection of a firm will be completed by December 20, 2023. Following the notification of the selected firm it is expected a contract will be executed between both parties by December 27, 2023.

B. Term of Engagement

A THREE (3) year contract is contemplated with the option of TWO (2) one-year extensions, subject to the annual review and recommendation of the City of Binghamton, the satisfactory negotiation of terms (including a price acceptable to both the City of Binghamton and the selected firm), and the annual availability of an appropriation.

C. Subcontracting

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City of Binghamton.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Binghamton is soliciting the services of qualified firms of independent certified public accountants to audit its financial statements for the fiscal year ending December 31, 2023 with the option to audit the City of Binghamton's financial statements for each of the TWO (2) subsequent fiscal years. At the discretion of the City, additional periods up to TWO (2) subsequent fiscal years beyond 2025 may be negotiated. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The City of Binghamton desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The auditor is required to audit the combining and individual fund and account group financial statements and supporting schedules. The auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements.

The auditor is required to audit the schedule of federal financial assistance. The auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The auditor is required to audit the schedule of state transportation assistance expended. The auditor is to provide a report on compliance and controls over the state transportation assistance expended.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with:

generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act Amendments of 1996 and 2 CFR part 200 subpart F, and types of compliance requirements described in Title 17 of the New York State Codes, Rules and Regulations (NYCRR) Part 43 of the New York State Codification of Rules and Regulations.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. Independent Auditors Report on General Purpose Financial Statements.
2. Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed In Accordance With Government Auditing Standards.
3. Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with 2 CFR part 200 subpart F.
4. Schedule of Expenditures of Federal Awards.
5. Notes to the Schedule of Expenditures of Federal Awards.
6. Schedule of Findings and Questioned Costs

7. Data Collection Form.
8. Report on Compliance and Controls over State Transportation Assistance Expended.

In the required reports on internal controls, the auditor shall communicate any significant deficiencies and/or material weaknesses found during the audit. A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. Other conditions discovered by the auditors shall be verbally reported to management.

Fraud and illegal acts: Auditors shall be required to make an immediate, written report of all fraud and illegal acts or indications of illegal acts of which they become aware to the Mayor of the City of Binghamton and the City Comptroller.

Reporting to City Council. Auditors shall assure themselves that the City of Binghamton's Governing Board is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments recorded and not recorded
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The schedule of federal financial assistance and related auditor's

report, as well as the reports on the internal controls and compliance are not to be included in the comprehensive financial report, but are to be issued separately.

2. A list of findings and other weaknesses from the City of Binghamton's most recent financial statement audit, as well as a list of findings from internal audits conducted during the most recent fiscal period to be audited, are available on the City's website at www.binghamton-ny.gov.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Binghamton of the need to extend the retention period. The auditor will be required to make working papers available upon request, to the following parties or their designees:

City of Binghamton

U.S. Office of Environmental Protection Agency

U.S. General Accounting Office (GAO)

Department of Housing and Urban Development

Parties designated by the federal or state governments or by the City of Binghamton as part of an audit quality review process

Auditors of entities of which the City of Binghamton is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart / Location of Offices

The auditor's principal contact with the City of Binghamton will be, Chuck Shager, Comptroller.

An organizational chart and a list of key personnel with the location of their principal offices are attached.

B. Background Information

The City of Binghamton serves an area of 10.4 square miles with a

population of approximately 45,179 (US Census estimate) as of July 2017. The City of Binghamton's fiscal year begins on January 1 and ends on December 31.

The City of Binghamton provides a full range of services to its citizens, including police and fire protection, refuse removal, water, sewer, highway, bridges and streets, parks and recreation.

The City of Binghamton has a total budgeted payroll of approximately \$35,000,000.00 covering approx. 600 full time employees and numerous seasonal and part time employees.

The City of Binghamton is organized into twenty-eight departments and agencies. The City maintains 23 bank accounts at various financial institutions. The accounting and financial reporting functions of the City of Binghamton are centralized.

More detailed information on the government and its finances can be found in the City's 2023 Annual Financial Report and 2024 Budget Document, which can be found on the City's website ([Finance | City of Binghamton New York \(binghamton-ny.gov\)](https://www.binghamton-ny.gov)).

C. Fund Structure

Governmental Fund Types:

Major Funds:

General Fund

Special Revenue – Special Grant Fund

Special Revenue – Sewer Fund

Capital Projects Funds

Non-Major Funds:

Parking Ramp Fund

Water Fund

Refuge Fund

Insurance Fund

Debt Service Fund

Proprietary Funds:

Internal Service Fund

Fiduciary Funds:

Agency Fund

Governmental Activities includes fixed assets, long-term debt.

THE TOTAL CITY OF BINGHAMTON BUDGET FOR 2024 IS ROUGHLY \$102,000,000

D. Budgetary Basis of Accounting

The City of Binghamton prepares its budgets on a basis consistent with a modified accrual method of accounting. Current year encumbrances are included with expenditures.

E. Federal Financial Assistance

CITY OF BINGHAMTON

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2023

		2023		
Federal Grantor/Pass - Through Grantor	Federal AL# (Formerly CFDA#)	Pass - Through Grantor #	Federal Expenditures	Provided To Subrecipients
Program Title				
U.S. Department of Defense				
Department of the Army/National Guard Military Operations	12,401		2,346	
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grant	14,218	N/A	2,174,282	1,961,724
Community Development Block Grant- Coronavirus Aid	14,218	N/A	154,255	122,722
Total Community Development Block Grant and CDBG Entitlement Grants Cluster			2,328,537	2,084,446
Emergency Shelter Grants Program	14,231	N/A	154,062	154,062
Emergency Shelter Grants Program - Coronavirus Aid	14,231	N/A	602,588	602,588
Home Investment Partnerships Program	14,239	N/A	446,503	405,125
Total U.S. Department of Housing and Urban Development			3,531,690	3,246,221
U.S. Department of Transportation				
Passed Through NYS Department of Transportation:				
Highway Planning Cluster:				
Highway Planning and Construction	20,205	D035470	80,314	
Highway Planning and Construction	20,205	D035913	32,476	
Highway Planning and Construction	20,205	D036291	465,782	
Highway Planning and Construction	20,205	D036381	471,622	
Total U.S. Department of Transportation and Highway Planning Cluster			1,050,194	
U.S. Department of Justice				
Organized Crime Drug Enforcement Task Force Grant	16,111		25,101	
Organized Crime Drug Enforcement Task Force Grant	16,111	M-22-A34-0-00143	15,484	
Byrne Justice Assistance Grant (GEN FD)	16,738	2020DIBX0080	24,241	
BJA CORONAVIRUS SUPPLEMENTAL FUNDING	16,034	BJA FY2020VDBX014	41,371	
Total U.S. Department of Justice			106,197	
U.S. Department of the Treasury				
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	21,027	N/A	7,512,340	
LOSS REVENUE	21,027	N/A	2,750,932	
Total U.S. Department of the Treasury			10,263,272	
United States Department of Health and Human Service (HHS)				
Health and Human Services Administration				
Provider Relief Funds	93,498		-	
Low-Income Home Energy Assistance	93,568		146,842	
Total U.S. Department of the HHS				
U.S. Department of Homeland Security				
Homeland Security and Emergency Services:				
EXPLOSIVE DETECTIVE CANINE GRANT	97,067	CP19-106-E00	49,858	
TACTICAL TEAM (SWAT) 2021 GRANT	97,067			
TACTICAL TEAM (SWAT) 2019 GRANT	97,067	WM19835299/TT19-1004-E00	63,247	
Total Passed-Through NYS Division of Homeland Security			113,105	
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)				
HAZARD MITIGATION GRANT-PROJECT 4397-0002	97,039	FEMA-4397 DR-NY	34,800	
Total FEMA			34,800	
Total U.S. Department Homeland Security			147,905	
Total Expenditures of Federal Awards			15,248,447	3,246,221

F. Pension Plans

The City of Binghamton participates in the following pension plans:

<u>Plan</u>	<u>Cost Sharing</u>	<u>Agent</u>	<u>Defined Benefit</u>	<u>Defined Contribution</u>
NEW YORK STATE AND LOCAL EMPLOYEES	YES	NYS	X	
NEW YORK STATE AND LOCAL POLICE AND FIRE MEMBERS EMPLOYEES	NO	NYS	X	

Actuarial Services for these plans are provided by New York State for the State Operated Plans and by private consultants for the City operated Plan.

G. Component Units

The City of Binghamton is defined for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100 with the source being GASB Statement 61. Using these criteria, component units are included in the City of Binghamton financial statements.

The management of the City of Binghamton identified the following component units for discrete presentation in the City of Binghamton's financial statements:

1. Binghamton Urban Renewal Agency Fiscal year ending December 31
2. Binghamton Local Development Corporation Fiscal year ending August 31
3. City of Binghamton Water St. Development Corp Fiscal year ending 12-31

CONTACT THE CITY OF BINGHAMTON COMPTROLLER FOR INFORMATION REGARDING THESE UNITS.

These component units are to be audited as part of the audit of the City of Binghamton's financial statements. A separate report and opinion is required for the Binghamton Local Development Corporation, Binghamton Urban Renewal Agency, and City of Binghamton Water St Development Corp.

H. Joint Ventures

The City of Binghamton does participate in joint ventures with other governments.

<u>NAME OF JOINT VENTURE</u>	<u>NAME OF OTHER PARTICIPATING GOVERNMENT(S)</u>	<u>TYPE OF SERVICES PROVIDED</u>
Binghamton-Johnson City Joint Sewage Treatment Board	City of Binghamton Village of Johnson City	Sewage Treatment

I. Magnitude of Finance Operations

The finance department is headed by Chuck Shager, Comptroller and consists of 24 employees. The principal functions performed and the number of employees assigned to each area as follows:

<u>Function</u>	<u># of Employees</u>
Comptroller / Finance	6
Treasurer / Ticket Bureau	4
Purchasing / Central Store	2
Info Mgmt & Technology	6
Real Property Assessment	2

J. Computer Software

See attached listing of the various software programs utilized by the City of Binghamton

K. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact: Chuck Shager at City Hall, 38 Hawley St., Binghamton, NY 13901. 607-772-7011 or ceshager@cityofbinghamton.com. The City of Binghamton will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals. All audits and budgets can be found on the City's website ([Finance | City of Binghamton New York \(binghamton-ny.gov\)](http://Finance | City of Binghamton New York (binghamton-ny.gov)))

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are

due to be submitted:

Request for proposal issued	November 1, 2023
Due date for proposals	November 22, 2023 @10:30AM

B. Notification and Contract Dates

Selected firm notified	December 13, 2023
Contract date	December 27, 2023

C. Date Independent Auditor's Final Report is Due

1. Binghamton Local Development Corporation
November 20
2. Single Audit and Related Reports identified by numbers on
page 7. September 20
3. BURA by March 30

Report preparation, editing and printing shall be the responsibility of the auditor.

The final report and twenty signed copies should be delivered to the City of Binghamton Comptroller at his office in City Hall. A soft copy of the report is also required.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the auditor. The City can upload data to a portal, the city does not allow access to its system from outside the city confines.

B. Electronic Data Processing (EDP) Assistance

The following EDP personnel will be available to assist the auditor in performing the engagement:

LORI CLIFT, DATA PROCESSING OPERATIONS COORDINATOR

EDP personnel will also be available to provide systems

documentation and explanations.

C. Work Area, Telephones, Photocopying and FAX Machines

The City of Binghamton will provide the auditor with reasonable workspace, desks and chairs.

D. City's Report Preparation

The chief fiscal officer shall draft financial statements, notes, and all required supplementary schedules and statistical data for the City of Binghamton audit (not BLDC) by the end of the first week of May, each year, on the New York State report format.

The City will make reports available to the auditors through the City's ShareFile program, or the auditors portal.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Chuck Shager, Comptroller, City of Binghamton
38 Hawley Street
Binghamton, NY 13901
607-772-7011
ceshager@cityofbinghamton.gov

2. Submission of Proposals

The following material is required to be submitted to the Board of Contract & Supply by 10:30 AM on November 22, 2023 for a proposing firm to be considered:

a. A master copy (so marked) of a Technical Proposal and TWO copies to include the following:

i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

- b. The proposer shall submit an original and TWO (2) copies of a dollar cost proposal in a separate envelope marked as follows:

DOLLAR COST PROPOSAL
FOR
CITY OF BINGHAMTON

PROFESSIONAL AUDITING SERVICES

- c. Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

BOARD OF CONTRACT & SUPPLY
CITY OF BINGHAMTON
38 HAWLEY STREET
BINGHAMTON, NY 13901

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Binghamton in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirement.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the Dollar Cost Proposal). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that is independent of the City of Binghamton as defined by generally accepted auditing standards/[the U.S. General Accounting Office's Government Auditing Standards]

3. Prior Single Audit Experience

The firm should include prior or current engagements pursuant to the Single Audit Act Amendments of 1996 and 2 CFR part 200 subpart F.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in New York State. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this

engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Binghamton. However, in either case, the City of Binghamton retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Binghamton, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as City of Binghamton's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Extent of use of EDP software in the engagement
- d. Type and extent of analytical procedures to be used in the

engagement

- e. Approach to be taken to gain and document an understanding of the City of Binghamton's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

C. Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Binghamton will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

The first page of the dollar cost proposal should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Binghamton.
- c. A Total All-Inclusive Maximum Price for the 2023, 2024, & 2025 engagements broken down as follows:

City (Less Single Audit) Audit Fee	\$X,XXX
Single Audit Fee -	\$X,XXX
BLDC Audit Fee -	\$X,XXX
BURA Audit Fee -	\$X,XXX
Out of Pocket Fees -	<u>\$X,XXX</u>
Total All-Inclusive Maximum Price -	<u>\$X,XXX</u>

For the H.U.D. portion of the audit, the City of Binghamton requires a

breakout of fees related to the Single Audit or Uniform Guidance.

2. Rates for Additional Professional Services

If it should become necessary for City of Binghamton to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report or special audits of state/federal grants, issued on this engagement, then such additional work shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal.

3. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

VII. Final Selection

- A. The CITY COUNCIL will approve a firm based upon the recommendation of the City Comptroller.
- B. It is anticipated that a firm will be selected by December 13, 2023. Following notification of the firm selected, it is expected a contract will be executed between both parties by December 27, 2023.
- C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Binghamton and the firm selected.

The City of Binghamton reserves the right without prejudice to reject any or all proposals.

APPENDIX B

LIST OF KEY PERSONNEL, OFFICE LOCATIONS AND TELEPHONE NUMBERS

<u>NAME & TITLE</u>	<u>LOCATION OF OFFICES</u>	<u>TELEPHONE</u>
Jared Kraham, Mayor	4 th Floor, City Hall	772-7001
Chuck Shager, Comptroller	2 nd Floor, City Hall	772-7011
Chuck Robinson, Assistant Comptroller	2 nd Floor, City Hall	772-7011
Jennifer Voorhees, Treasurer	2 nd Floor, City Hall	772-7027
Brian Seachrist, Corporation Counsel	5 th Floor, City Hall	772-7013
Juliet Berling, Dir. of PHCD	4 th Floor, City Hall	772-7028
Sarah Glose, BLDC/BURA	4 th Floor, City Hall	772-7161
Joel Boyd, BLDC/BURA	4 th Floor, City Hall	772-7161
Lori Clift, Data Proc. Co-coordinator	2 nd Floor, City Hall	772-7104
Terie Husbie, Assessor	2 nd Floor, City Hall	772-7038
Janine Faulkner, City Clerk	1 st Floor, City Hall	772-7005
Bernice Griffiths, Purchasing Agent	2 nd Floor, City Hall	772-7025

APPENDIX C

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Nature of Services Required.
- II. The proposer has read Appendix, Contractual Requirements, and agrees that the rights and prerogatives as detailed are retained by the City of Binghamton.
- III. The proposer agrees to be bound by the contractual requirements delineated in Appendix.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX D

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Binghamton.
- C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX E

	<u>AS PROPOSED</u>				
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Audit of Annual Financial Report of the City of Binghamton and all other services not separately listed below	_____	_____	_____	_____	_____
Audit of the Following Component Units:					
*Binghamton Local Development Corp	_____	_____	_____	_____	_____
*NOTE THIS AUDIT MUST BE COMPLETED BY 9/20					
Binghamton Urban Renewal Agency March 30	_____	_____	_____	_____	_____
Single Audit requirement for the following major federal financial assistance programs:					
Community Development Block Grant (Single Audit)	_____	_____	_____	_____	_____
TOTAL ALL INCLUSIVE MAXIMUM PRICE	_____	_____	_____	_____	_____

APPENDIX F

**SCHEDULE OF FEES FOR
ADDITIONAL SERVICES AND AUDITS
IF REQUESTED BY CITY OF BINGHAMTON**

HOURLY RATE

PARTNERS

MANAGERS

SUPV. STAFF

STAFF

OTHER (SPECIFY)

January 5, 2024

Chuck Shager, Comptroller
 City of Binghamton
 City Hall -Governmental Plaza
 38 Hawley Street
 Binghamton, NY 13901

It is The Bonadio Group's (Bonadio) pleasure to submit this proposal to provide independent audit services to the City of Binghamton (the "City") and related entities.

Scope

We will audit the financial statements for the fiscal year ending December 31, 2023, with the option of auditing its financial statements for each of the TWO subsequent fiscal years, along with the Binghamton Local Development Corporation, a component unit, whose fiscal year ends August 31, 2024, Binghamton Urban Renewal Agency (BURA) (calendar year), and the City of Binghamton Water St. Development Agency.

Following the completion of the audits of the fiscal year's financial statements, the auditor shall issue the following as required by professional standards and government regulations:

1. Independent Auditors Report on General Purpose Financial Statements.
2. Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
3. Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with 2 CFR part 200 subpart F.
4. Schedule of Expenditures of Federal Awards.
5. Notes to the Schedule of Expenditures of Federal Awards.
6. Schedule of Findings and Questioned Costs
7. Data Collection Form.
8. Report on Compliance and Controls over State Transportation Assistance Expended.

Gregg H. Evans is entitled to represent Bonadio & Co., LLP, (Bonadio). He is empowered to submit the bid and is authorized to sign a contract with the City.

Total All-Inclusive Maximum Prices:

Engagement	2023	2024	2025
City Audit Fee	\$50,000	\$51,300	\$52,500
Single Audit Fee	\$12,000	\$12,300	\$12,600
BLDC Audit Fee	\$8,250	\$8,500	\$8,700
BURA Audit Fee	\$5,000	\$5,100	\$5,200
Water St. Development Agency Audit Fee	\$4,500	\$4,600	\$4,700
Out of Pocket Fees	\$0	\$0	\$0
Total All-Inclusive Maximum Price	\$79,750	\$81,800	\$83,700

432 North Franklin Street, #60
 Syracuse, NY 13204
 p (315) 476-4004
 f (315) 254-2384

www.bonadio.com

Rates for Additional Professional Services:

Staff Level	Rate
Partners	\$360
Principals	\$280
Managers	\$180
Supervisory Staff	\$150
Staff	\$110

Please note that extensions of rates multiplied by the hours are never relevant to a fixed-fee engagement. While approximate or average hourly rates can be calculated, they have no bearing on the actual cost for the audit.

The rates for additional services relating to work agreed to in advance between the City and Bonadio and would have a pre-defined scope, direction, and objective agreed to prior to commencing any work.

If the readiness of the City impacts our ability to complete our audit procedures, we will meet with key management personnel to determine the most appropriate course of action to complete the audit.

Significant changes or implementation of accounting or auditing standards during the term of this proposal may require adjustments to the proposed fees in future years.

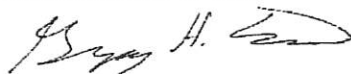
Manner of Payment

It is understood that progress payments will be made on the basis of hours of work completed in accordance with the project cost proposal. Interim billings shall cover a period of not less than a calendar month. The engagement will be billed monthly during the course of the engagement.

While the fixed fee audit entitles you to unlimited consultation with us, if your question or issue requires additional research and/or analysis beyond the phone conversation, this additional work will be subject to an additional price negotiation prior to the additional services being performed.

Very truly yours,

THE BONADIO GROUP



Gregg H. Evans, CPA
Partner

432 North Franklin Street, #60
Syracuse, NY 13204
p (315) 476-4004
f (315) 254-2384

www.bonadio.com



Legislative Branch

RL Number:	_____
Date Submitted:	_____

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Sarah Glose	Director of Economic Development	607-772-7161
(Print Name)	(Title)	(Phone number)
Signature:		Date: 01/02/2024

To Be Completed By Applicant

Proposed Title: RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A \$210,275 GRANT FROM NEW YORK STATE HOMES AND COMMUNITY RENEWAL FOR NEW YORK MAIN STREET TARGET AREA PROJECT IN THE DOWNTOWN ARTS DISTRICT

Executive Summary (Explain why legislation is necessary): The City of Binghamton applied for and received a \$210,275 grant from Homes and Community Renewal to support facade work and streetscape improvements in the target area defined in the attached Schedule A

Effective Date: (if applicable) _____

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: 01/24/2024

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No **SEQRA required?** Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corp. Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: New York State Homes and Community Renewal

Total project cost: \$450,000

Total amount of grant: \$210,275

Local match (if any): none, match will be provided by project owners

If local match is monetary, provide the budget line and title: _____

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Disbursement of grant (upfront, reimbursable?): Reimburseable

Grant Budget Line: New H Line, shown on budget sheet

Grant project manager: Sarah Glose

Anticipated date of project completion: November 30, 2025

Special project completion requirements (if any): Per contract, attached here

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

Per contract, attached here

NEW YORK MAIN STREET PROGRAM
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the 1st day of December 2023, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and City of Binghamton ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of local government, having its principal place of business at 38 Hawley Street, Binghamton, New York 13901.

WITNESSETH:

WHEREAS, pursuant to PHFL Article XXVI and the regulations promulgated thereunder ("Statute"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of local government for the revitalization of eligible main street and surrounding downtown areas under the New York Main Street program ("NYMS"); and

WHEREAS, the Recipient has applied to the Corporation for NYMS funds to administer a local NYMS program ("Program") as described in the Recipient's 2023 Funding Round application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award of NYMS funds to be used for eligible costs to complete the Program ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statute, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall: a) complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in Awarded Budget & Projected Accomplishments (attached as **Schedule A**), and its Administrative Plan (attached as **Schedule B**), as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation; and b) adhere to the Awarded Budget & Projected Accomplishments reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in Schedule A and Schedule B.

2. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement and ending on **November 30, 2025**, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing, and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of NYMS funds to be provided to the Recipient is Two Hundred Ten Thousand Two Hundred Seventy-Five dollars (\$210,275) ("Award"). The Corporation agrees to reimburse the Recipient for Project Costs outlined in Schedule A. Reimbursable Project Costs shall not exceed the amount of the Award.

No costs may be incurred nor payment requests accepted outside of the contract term. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing to with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedules A and B.

The Corporation may, at its sole discretion, provide need-based awards to commit additional funds to existing contracts specifically for the continuance or expansion of eligible activities. The Corporation may, at its sole discretion, also provide multi-year contracts or renewals based on the Corporation's available funds. Additional funds are subject to board approval.

4. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/new-york-main-street>

5. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation and outlined in the Environmental Compliance Handbook following the execution of this Agreement. The Corporation will issue a notice to proceed with Program activities following the submission of complete and accurate Environmental Review documents. No construction or Program activities shall occur prior to receipt of this notice.

6. Equal Opportunity Requirements and Procedures.

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBES") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

The Recipient will promote and assist the participation of certified M/WBES and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures attached as **Schedule C**.

7. Wage and Hour Provisions.

If the Program includes public work contracts covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, neither contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, a contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, the contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any approved sums due and owing for completed work.

8. Regulatory Term.

The Recipient, for a period of five (5) years from the date of Program completion and final inspection

("Regulatory Period"), shall take all necessary steps to ensure that owners of properties improved under the Program ("Assisted Property") maintain the structures and units in good condition. The Recipient shall also take all necessary steps to ensure that streetscape enhancements are maintained and kept in good condition during the Regulatory Period. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low-income. For the purposes of this Agreement, persons of low-income are defined as persons and families whose incomes do not exceed ninety percent (90%) of the area median income for the metropolitan statistical area in which the target area is located. The Recipient shall require every owner of an Assisted Property to execute a Property Maintenance Declaration, in the form provided by the Corporation, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor and regulate the Program in accordance with the terms of this Agreement, throughout the Regulatory Period. This provision shall survive the termination or expiration of this Agreement.

9. Reports.

During the Term and the Regulatory Period, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

10. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Conflict of Interest.

The Recipient must have a formal, written Conflict of Interest policy. At a minimum, the policy should outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. The Recipient must ensure that its Conflict of Interest policy is aligned with the NYMS policies and procedures established by the Corporation.

14. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term or Regulatory Period to

establish that the Award has been used in accordance with the terms of this Agreement.

15. Disbursement.

- (a) The Recipient shall request disbursement of funds under this Agreement only for reimbursement of Costs, or with written approval, payment of incurred Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in Schedule A and Schedule B. In-kind services and cash payments are not eligible Project Costs. Construction occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in Schedule A, Schedule B and the Commitment & Disbursement Procedures for Local Program Administrators document made available on the Corporation's website. Each such request shall
 - be submitted electronically to Disbursements@hcr.ny.gov with forms and supporting documentation;
 - be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
 - constitute an affirmation that the representations and warranties contained in Section 15 hereof remain true and correct on the date thereof.
- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e. direct deposit, procedure. As the Award is paid to the Recipient it shall be disbursed to the owner, contractor or vendor within five (5) business days of electronic deposit, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

16. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, identified in the Application and summarized in Schedule A, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Program and of the Recipient as of

the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.

- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

17. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from Schedule A not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York and the Corporation in the financing of the Project, which sign shall be of a size and in a location so as to be visible from outside the construction site.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

18. Insurance.

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

19. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

20. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the

proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

21. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the NYMS policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

22. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately upon reasonable notice due and payable by the Recipient to the Corporation.

23. Non-liability.

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

24. Subcontracts.

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

25. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement of for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. All contract amendments, modifications, or cancellations must be requested in writing by the recipient. Upon approval by the Corporation, amendments to contract term/duration must be executed by the Corporation. Other amendments or modifications require execution by both Recipient and Corporation.

26. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

27. Severability.

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

28. Photograph Release.

To permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

29. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have given when it is received.

30. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

31. Standard Clauses for Housing Trust Fund Corporation Contracts.

- (a) Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 ("EO 16"), by signing this Agreement, the Recipient certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- (b) Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law §165-a that it is not on the list of "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferors-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- (c) Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

32. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Administrative Plan

Schedule C - Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Crystal Loffler
President, Office of Community Renewal

City of Binghamton

By: _____
Jared Kraham
Mayor

STATE OF NEW YORK)

COUNTY OF _____) ss.:

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

NOTARY PUBLIC

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

Schedule A
Awarded Budget & Projected Accomplishments
City of Binghamton
Binghamton Building Renovation Program

SHARS ID: 20230338

Award Budget

<u>Funding Source</u>	<u>Amount</u>
New York Main Street (NYMS) Award	\$210,275
Other Sources	\$239,725

NYMS Activity Budget Detail

<u>Activity(ies)</u>	<u>Amount Not to Exceed</u>
Building Renovation	\$182,500
Streetscape	\$15,000
Administration	\$12,775
Architecture, Engineering & Environmental	\$0

Target Area

The target area is the north side of Henry Street between State and Prospect Streets; east and west sides of State Street between Henry and Lewis Streets; and west side of Prospect Street between Henry and Depot Streets in Binghamton, New York.

Projected Accomplishments

<u>Units</u>
0 Residential Units
10 Commercial Units
0 Civic/Community Units

Program Compliance

The term Local Program Administrator or LPA shall refer to City of Binghamton, the recipient of New York Main Street (NYMS) program funds.

- The LPA must endeavor to meet the projected accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- The LPA must follow the processes identified in the Administrative Plan included as Schedule B to the NYMS Grant Agreement. LPAs are required to supplement the identified processes to develop a local NYMS program. Any defect or departure from the Administrative Plan must be requested and approved in writing.
- Prior to commencing the program, LPAs must review the eligible work items, program budget, and program timeline with Office of Community Renewal (OCR) staff. OCR reserves the right to change or disallow aspects of any application received and may make such changes as an expressed condition of its commitment to provide funding to a program.
- NYMS funds may only be requested for reimbursement for eligible program costs incurred within the grant

period pursuant to the NYMS grant agreement. NYMS program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of building projects.

- The LPA may award up to \$50,000 in NYMS grant funds, per building, not to exceed 75% of the total building renovation project cost. Building renovation funds may be used to renovate facades, storefronts and commercial interiors, with an additional \$25,000 per residential unit up to a per building maximum of \$100,000, not to exceed 75% of the total project cost.
- NYMS funds budgeted for Administrative expenses shall not exceed 7.5% of the NYMS award or the amount noted above under Activity Budget Detail, whichever is less. Administrative funds shall be only for payment of reasonable administration and planning costs related to the NYMS contract.
- NYMS funds budgeted for Architecture, Engineering or Environmental Testing shall not exceed 18% of the NYMS building renovation funds committed for a project, and shall not exceed the amount noted above under Activity Budget Detail. Architecture, Engineering or Environmental Testing costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed with NYMS funds, therefore, project delivery expenses may not be requested as part of a partial payment prior to project completion.
- LPAs must submit a Streetscape project scope of work for an eligibility determination and receive formal approval from Housing Trust Fund Corporation prior to committing funds or beginning the project.
- The LPA will enter into a contract with the property owner to provide the program financial assistance. The contract must include the requirement to insure the premises for the full (100%) replacement value and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- All participating contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. The LPA, State of New York, and the Housing Trust Fund Corporation must be listed as additional insured.
- Projects including NYMS funds must produce a finished commercial or residential space, ready for occupancy, within the 24-month contract term. NYMS funds will be disbursed only for completed projects. Work can be completed on part of a building, leaving another part unfinished as a holdover for future use, provided that the project can be completed in compliance with all applicable codes and ordinances, and the unfinished space does not present a hazard to occupants or users of the building.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive NYMS funds for work done on property that s/he owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the LPA must review the eligible work items with OCR staff.
- Prior to the commitment or expenditure of NYMS program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. The LPA must submit Environmental Review documents as required by Housing Trust Fund Corporation in a timely manner following grant agreement execution. Housing Trust Fund Corporation will issue a notice to proceed following the submission of complete and accurate Environmental Review documents.
- Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law of 1980 requires publicly-funded projects to be reviewed for their potential impact/effect on historic properties. LPAs must submit proposed project scopes of work for each participating project to the New York State Office of Parks,

Recreation and Historic Preservation (OPRHP or SHPO) for review. This review is required for all NYMS funded projects.

- In cases where relocation of residential and/or non-residential tenants will be required, the LPA must develop a plan for temporary relocation. Prior to commencing project, the LPA must review the relocation plan with OCR staff.
- The LPA, for a period of five (5) years from the date of project completion and final inspection, must take all necessary steps to ensure that the owner of any NYMS assisted project maintains the structure and its units in good condition. The LPA must submit an executed Property Maintenance Declaration for an assisted building at the time reimbursement is requested from OCR. The LPA must develop a formal plan for monitoring the assisted properties and ensuring compliance with NYMS rent limits for assisted residential units for the full regulatory term. The plan must address staff assignment of this responsibility and address continuity of operations.

Schedule B
Administrative Plan
City of Binghamton
Binghamton Building Renovation Program

SHARS ID: 20230338

The term Local Program Administrator or LPA shall refer to City of Binghamton, the recipient of the Housing Trust Fund Corporation (HTFC) funds. The New York Main Street Program Guide provides information to supplement the procedures outlined in the Administrative Plan.

1. Program Development

1. a. Marketing the Program

The Local Program Administrator (LPA) shall conduct outreach in the awarded target area to make all property owners aware of the availability of financial assistance through the New York Main Street (NYMS) program.

- The LPA will develop and distribute informational materials to market program availability and explain program requirements. These will be distributed to property owners in the target area and made available for distribution to local governments, libraries, chambers of commerce, business associations, and other local partners.
- Instructions on how to apply for assistance and required forms will be available at the offices of the LPA and other local partners.
- Public informational meetings will be held at one or more locations within the community to present information and answer questions.
- The LPA must retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

1. b. Project Selection

- The LPA must develop and formalize project selection criteria and a clear project selection process. This process must be used consistently throughout the term of the NYMS contract.
- The LPA must identify a Project Selection Committee to implement the project selection process and generate funding decisions.
- Project selection criteria must afford priority to:
 - Projects that are visually prominent on Main Street.
 - Projects that include renovation of upper story residential units.
 - Projects with historic value or historic properties in danger of being lost in part or in total to disrepair or damage.
 - Projects that with the assistance of grant funds, will reduce blight, contribute to the economic recovery of the target area, or realize a stabilization or expansion of a Main Street business.
- The LPA should develop local project selection criteria to supplement the priority project selection criteria identified by the NYMS Program. These review criteria should be developed to prioritize projects that meet the goals and accomplishments proposed by the LPA at the time of application.
- The LPA will advise applicants on the disposition of an application within 30 business days of the submission of a complete application.
- Under certain circumstances, an applicant for funding may have a "conflict of interest". For example, a conflict of interest may be present if the applicant is or is related to an official, officer, employee, board member, Project Selection Committee member, or elected official of the community. There are other cases where a conflict of interest may also be present. Applicants will be required to complete a Conflict of Interest Disclosure Form to determine if a conflict of interest exists. If a conflict of interest does exist, the LPA will make a formal determination and provide it to HTFC staff to document the decision.

- Municipalities must adhere to Article 18, “Conflicts of Interest of Municipal Officers and Employees,” of the NYS General Municipal Law. Municipal officials, officers, and employees are prohibited from participating as a recipient of grant funds.
- The LPA must retain clear documentation of each project selection committee decision in the program files. This must include an eligibility determination for each application reviewed, and a justification for each project selection decision. This documentation should include project review or scoring memos, Project Selection Committee meeting minutes, board approval of projects or other related correspondence.

2. Project Development

2. a. Design Standards

The LPA will develop design guidelines for exterior renovations if the municipality in which the project is located does not already require participating renovation projects to undergo an architectural or design review process. These guidelines will be consistent with the requirements of the State Historic Preservation Office, Housing Trust Fund Corporation (HTFC), municipality in which the project is located and the LPA. The LPA will enforce the standards throughout the development process.

2. b. Work Write-up / Scope of Work

Once a project application has been selected for assistance the LPA will meet with the property owner to develop a scope of work and an initial estimate of costs. The LPA will explain program requirements related to design, environmental hazards, energy efficiency and other required work scope items.

A formal written scope of work is a NYMS program requirement. The scope of work for participating projects must address:

- Immediate health and safety concerns;
- The correction of existing code violations;
- Environmental hazards as described in the program environmental compliance checklist;
- Installation of energy conservation measures;
- Accessibility for persons with disabilities;
- Consistency with any other local program design guidelines; and
- Preservation of historical elements of the building.

The LPA is responsible for coordinating work write-ups with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts must be consulted. Both the LPA and the property owner must sign-off on the formal scope of work before the LPA may begin to seek bids for the work.

The property owner will be responsible for paying for all agreed upon repairs, but the LPA will not reimburse more than the costs identified as available per building for the funding year. Reimbursements will be issued only upon satisfactory completion of all work as described in the written scope of work. Satisfactory completion will be determined by the LPA.

2. c. Contractor Selection

The LPA may establish a list of contractors able to perform work in compliance with applicable standards. The LPA may choose to develop this list through a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. The LPA, State of New York and the Housing Trust Fund Corporation must be listed as additional insured. The LPA will use this list to solicit bids or quotes for the project activities. Additional contractors can be added to the list at any time, however, references and proof of proper insurance must be supplied to the LPA and approved.

EEO & MWBE Requirements

LPA's are required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). LPA's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <https://ny.newnycontracts.com/>

LPA's must submit a Contractor Bid Solicitation Plan with the grant agreement. This Plan will identify a minimum of four certified MWBE firms that will be included in the bid solicitation process. Once the contractor/vendor selection process is complete, the LPA must report to HTFC on the use of NYS certified MWBE firms.

Procurement & Bidding

An appropriate procurement process must be completed for all activities to be reimbursed with program funds. At a minimum, two bids or proposals must be obtained and reviewed for all renovation, administration or professional service activities to establish the reasonableness of project costs.

The procurement process must be free of collusion or intimidation, and the LPA must exercise appropriate oversight over the entire process to ensure that it is fair, efficient and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up / Scope of Work above, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself.

The bids or proposals for all activities must be submitted directly to the LPA by the contractor. The LPA will advise the property owner of acceptability of bids and proposed cost. If the property owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.

Conflicts of Interest

Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive NYMS funds for work done on property that he or she owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the LPA must review the eligible work items with Office of Community Renewal (OCR) staff.

2. d. Contracting Procedures

The LPA will enter into a contract with the property owner to provide the program financial assistance. The contract will outline the roles and responsibilities for both the LPA and the participating property owner.

At a minimum, the contract must specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Requirement to insure the premises for the full (100%) replacement value, obtain fire insurance and other appropriate insurance depending on makeup of building, and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- Requirement to sign and file the NYMS Property Maintenance Declaration form;
- Requirement to sign the NYMS Property Release form permitting HTFC to use photographs of the assisted properties;
- Requirement to engage a contractor and begin construction within 30 days of LPA approval;

- Payments will be made only after work is complete, and on a reimbursement basis;
- LPA has the right to inspect work at any time;
- LPA may terminate the award and cancel the contract should the work be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the property owner or participating contractor;
- Property owner will cooperate with the LPA requirement to monitor the ongoing maintenance of the property, including the rent limits for assisted residential units for the five-year regulatory term.

3. Construction Management/Quality Control

3. a. Construction Monitoring

The LPA retains the right to inspect work in progress at any point. The LPA must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in LPA project files.

3. b. Final Inspection

A final inspection is required before submitting a final payment request. The LPA, property owner and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in LPA project files, and submitted with the request for reimbursement.

4. Financial Management

4. a. Staff

The LPA's chief financial officer will be responsible for all financial transactions under this contract. The LPA should have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of NYMS funds. The Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the LPA's written policy on internal controls.

4. b. Interim / Construction Financing

The property owner will be responsible for paying for all agreed upon repairs, but the LPA will not reimburse more than the costs identified as available per building for the funding year. Participating property owners are responsible for obtaining construction or interim financing for the renovation projects.

The NYMS program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of renovation activities. Requests for progress payments are discouraged, and will only be considered based on demonstrated need and by written request prior to commencement of renovation project. The request must minimize the number of progress payments, and clearly outline the proposed payment schedule.

5. Ongoing Maintenance

5. a. Obligations

Property owners are required to maintain property assisted with NYMS funds for a period of five years from the date of project completion and final inspection. This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the NYMS program for the regulatory term. Assisted residential units, when they become vacant, must be marketed and affordable to low income households during the regulatory term. This requirement is met through a rent limit imposed on the assisted residential unit.

The LPA will require each property owner receiving NYMS funds to file a Property Maintenance Declaration,

in a form approved by HTFC, with the clerk of the county in which the project is located. In the Declaration the property owner will declare that he/she has received assistance from NYMS and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year regulatory term.

5. b. Responsible Parties

The LPA will monitor projects assisted under NYMS during the five-year regulatory term. The LPA will ensure maintenance of Main Street investments. The LPA must develop a formal plan for monitoring the assisted properties and ensuring compliance for the five-year term. The plan must address staff assignment of this responsibility and address continuity of operations. As part of this plan, the LPA will periodically inspect assisted properties and conduct any inspections directed by HTFC.

6. Contract Monitoring & Closeout

Once all contract activities are complete, the LPA will notify HTFC staff. If a monitoring review identifies findings or concerns, the LPA must provide documentation within the stated time period that issues have been corrected. Contract Closeout documents must be returned promptly, and any remaining funds will be deobligated.

7. Program Compliance

7. a. Conditions

Housing Trust Fund Corporation reserves the right to change or disallow aspects of the application and may make such changes conditions of its commitment to provide funding to a project or program. The LPA will address any additional requirements or conditions of approval.

7. b. Covenants of the Recipient

The LPA will comply with all applicable statues, guidelines, regulations, policies and procedures of the New York Main Street program. Any defect or departure from the NYMS Administrative Plan must be requested and approved in writing. The LPA must refer to Grant Agreement Schedule A - Awarded Budget & Projected Accomplishments for a summary of the awarded program activities.

Schedule C

PARTICIPATION BY MINORITY GROUP MEMBERS, WOMEN AND SERVICE DISABLED VETERANS WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”), and New York State Executive Article 17-B and 9 NYCRR Section 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Laws Article 15-A and 17-B. These requirements include equal employment opportunities for minority group members and women (“EEO”), and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, the HTFC hereby establishes a goal of, 20% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A, Recipient should reference the directory of New York State Certified MBWEs found online, here: <https://ny.newnycontracts.com> and certified SDVOBs found online, here: <https://online.ogs.ny.gov/SDVOB/search>
- C. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development’s assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- D. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Recipient shall comply with the following provisions of Article 15-A:

1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to the HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal (HCR)'s Office of Economic Opportunity and Partnership Development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.
3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.
4. Recipient or its subcontractors will comply with both Executive Law Article 15A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned and described under this Agreement or subsequent work order hereunder.
- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

- A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Request for Waiver documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid

Solicitation Log and Certification of Good Faith Efforts (Form CONST-4) determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Recipient. Such liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

VII. Reporting

Recipient is required to submit the related Project Detail Sheet and Affirmation of Income Payment to MBE/WBE and/or SDVOB (Form CONST-3) at the time of a related request for reimbursement.

VIII. Forms

The required forms can be found on the HCR website at <https://hcr.ny.gov/new-york-main-street>



CITY OF BINGHAMTON

Request for Transfer of Funds

Transfer requests of \$2500 or less must be approved by the Comptroller.
 Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
 Transfer requests in excess of \$10,000 must be approved by City Council.

*This worksheet must be attached to any RL submitted to the Clerk's Office that includes a budget funding transfer or amendment. For additional instructions, see 'RL Instructions' document.
 Incomplete/incorrect RLs to be returned to applicant for revisions. Additional transfer lines in the same format may be attached.*

Adopted Budget Year Amended: 2024

Department: Economic Development

Department Head Signature: *[Signature]*

Transfers From (Decrease)		Transfers To (Increase)	
Amount	Budget Line	Amount	Budget Line Title
\$ -		\$ -	
		↓	
		↓	
		↓	

Revenue & Fund Balance Amendments			
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line
\$210,275	Increase	Revenue	H4219-99004 H 43989 X0004
\$210,275	Increase	Expense	H6989-55555 X0004
			GENERAL SERVICES-OTHER GOVTS NYS Hours + Comm Bus
			NYMS DOWNTOWN ARTS

Office Use Only for Transfers Under \$10,000

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Transfer of funds Approved / Denied on / / / Certified by the Secretary of the Board of Estimate and Apportionment.

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: *[Signature]* Date: 1/3/24

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____



Legislative Branch

RL Number:

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Billie J. Goodson

Business Manager

607-772-7029

(Print Name)

(Title)

(Phone number)

Signature: *Billie Goodson*

Date: 12/12/2023

To Be Completed By Applicant

Proposed Title: Ordinance to amend the BJCSB 2024 Budget to increase hourly rates due to 2.66% CPI increase and change the position count by defunding a position.

Executive Summary (*Explain why legislation is necessary*): The Binghamton-Johnson City Joint Sewage Board requests the owners pass legislation to amend the 2024 Budget to increase hourly rates by 2.66%. The resulting increase will be offset by defunding one Operator I/Operator Trainee position.

There will be no change to funding in the 2024 Budget.

Effective Date: (if applicable) 01/01/2024

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corp. Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies



CITY OF BINGHAMTON

Request for Transfer of Funds

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 Transfer requests in excess of \$10,000 must be approved by City Council.

*This worksheet must be attached to any RL submitted to the Clerk's Office that includes a budget funding transfer or amendment. For additional instructions, see 'RL Instructions' document.
 Incomplete/incorrect RLs to be returned to applicant for revisions. Additional transfer lines in the same format may be attached.*

Adopted Budget Year Amended: 2024 Department: BJCJSTP
 Department Head Signature: Billie Goodson

Transfers							
Transfer From (Decrease)			→	Transfer To (Increase)			
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title	
\$ 45,001.00	ES8130.51000.JS2HR	Personal Services Hourly (Op I/Op. Trainee)	→	\$ 5,490.00	ES8130.51000.JS2HR	Personal Services-Hourly (Shift Lead Op)	
			→	\$ 3,495.00	ES8130.51000.JS2HR	Personal Services-Hourly (Operator III)	
			→	\$ 6,518.00	ES8130.51000.JS2HR	Personal Services-Hourly (Operator II)	
			→	\$ 1,516.00	ES8130.51000.JS2HR	Personal Services-Hourly (Maintainer)	
			→	\$ 3,096.00	ES8130.51000.JS2HR	Personal Services-Hourly (Motor Equip Op)	
			→	\$ 3,294.00	ES8130.51000.JS2HR	Personal Services-Hourly (Lab Tech)	
			→	\$ 1,765.00	ES8130.51000.JS2HR	Personal Services-Hourly (CMMS Clerk)	
			→	\$ 6,826.00	ES8130.51000.JS2HR	Personal Services-Hourly (Mechanic)	
			→	\$ 4,326.00	ES8130.51000.JS2HR	Personal Services-Hourly (Mechanics Asst)	
			→	\$ 2,069.00	ES8130.51000.JS2HR	Personal Services-Hourly (Bldg Maint Help)	
			→	\$ 1,707.00	ES8130.51000.JS2HR	Personal Services-Hourly (Electrician)	
			→	\$ 1,486.00	ES8130.51000.JS2HR	Personal Services-Hourly (Electrician's Hel)	
\$ 45,001.00				\$ 41,588.00			

Revenue & Fund Balance Amendments				
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line	Budget Line Title

Office Use Only for Transfers Under \$10,000

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller. Signature: _____ Date: _____

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter9, Appropriations. Certified by the Treasurer. Signature: _____ Date: _____

Transfer of funds Approved ___ / Denied ___ on ___ / ___ / _____. Certified by the Secretary of the Board of Estimate and Apportionment. Signature: _____ Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached. Signature: _____ Date: _____



CITY OF BINGHAMTON

Request for Transfer of Funds

Transfer requests of \$2500 or less must be approved by the Comptroller.
 Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
 Transfer requests in excess of \$10,000 must be approved by City Council.

*This worksheet must be attached to any RL submitted to the Clerk's Office that includes a budget funding transfer or amendment. For additional instructions, see 'RL Instructions' document.
 Incomplete/incorrect RLs to be returned to applicant for revisions. Additional transfer lines in the same format may be attached.*

Adopted Budget Year Amended: 2024 **Department:** BJCJSTP
Department Head Signature: _____

Transfers								
Transfer From (Decrease)			 	Transfer To (Increase)				
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title		
\$ 45,001.00	ES8130.51000.JS2HR	Personal Services Hourly (Op I/Op. Trainee)	\$ 41,588.00	ES8130.51000.JS2HR	Personal Services Hourly (Cont)			
			\$ 3,413.00	ES8130.51000.JS2HR	Personal Services Hourly (Inst. Tech)			
\$ 45,001.00			\$ 45,001.00					

Revenue & Fund Balance Amendments				
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line	Budget Line Title

Office Use Only for Transfers Under \$10,000

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller. Signature: _____ Date: _____

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter9, Appropriations. Certified by the Treasurer. Signature: _____ Date: _____

Transfer of funds Approved ___ / Denied ___ on ___ / ___ / _____. Certified by the Secretary of the Board of Estimate and Apportionment. Signature: _____ Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached. Signature: _____ Date: _____

PROPOSED 2024 JSB BUDGET AND POSITION MODIFICATIONS TO INCLUDE CPI RATE INCREASE

(presented: 12/12/2024 JSB Meeting)

NOTES:

1) The Joint Sewage Board proposes to modify the 2024 JSB Budget effective January 1, 2024 to include CPI rate increase, payroll taxes and benefits.

2) Decrease one open Operator I/Op. Trainee position

The proposed Budget Modifications to accomplish these changes are as follows:

for ITEM 2), above

BUDGET LINE / NAME			NET TOTAL
	Proposed Increase	Adopted Decrease	MODIFICATION FOR BUDGET LINE
ES8130.51000.JS2HR Personal Services	\$ 2,169,315.00	\$ (2,169,315.00)	\$ -
Shift Lead Operator - 3.00 @ up to \$33.95/hr - 1.00	@ \$ 211,847.00	\$ 206,357.00	\$ 5,490.00
Operator III - 3.00 @ up to 32.42/hr - 1.00	@ \$ 134,868.00	\$ 131,373.00	\$ 3,495.00
Operator II - 3.00 @ up to 30.23/hr - 1.00	@ \$ 251,543.00	\$ 245,025.00	\$ 6,518.00
Operator I/Op. Trainee - 7.00 @ up to 28.69/hr - 1.00	@ \$ 432,859.00	\$ 477,860.00	\$ (45,001.00)
Maintainer - 1.00 @ up to 28.12/hr - 1.00	@ \$ 58,488.00	\$ 56,972.00	\$ 1,516.00
Motor Equipment Operator - 2.00 @ up to 28.71/hr - 1.00	@ \$ 119,452.00	\$ 116,356.00	\$ 3,096.00
Lab Tech - 2.00 @ up to 30.55/hr - 1.00	@ \$ 127,097.00	\$ 123,803.00	\$ 3,294.00
CMMS Clerk - 1.00 @ up to 32.75/hr - 1.00	@ \$ 68,118.00	\$ 66,353.00	\$ 1,765.00
Mechanic - 4.00 @ up to 31.66/hr - 1.00	@ \$ 263,415.00	\$ 256,589.00	\$ 6,826.00
Mechanic's Assistant - 3.00 @ up to 28.12/hr - 1.00	@ \$ 166,920.00	\$ 162,594.00	\$ 4,326.00
Building Maintenance Helper - 2.00 @ up to 19.19/hr - 1.00	@ \$ 79,820.00	\$ 77,751.00	\$ 2,069.00
Electrician - 1.00 @ up to 31.66/hr - 1.00	@ \$ 65,855.00	\$ 64,148.00	\$ 1,707.00
Electrician's Helper - 1.00 @ up to 29.49/hr - 1.00	@ \$ 57,325.00	\$ 55,839.00	\$ 1,486.00
Instrumentation Tech - 2 @ up to 31.66/hr - 1.00	@ \$ 131,708.00	\$ 128,295.00	\$ 3,413.00



Legislative Branch

RL Number:

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. RLs generated by City Departments must be signed by the Mayor, Comptroller, and Corporation Counsel prior to submission. Incomplete/incorrect RLs will be returned to applicant for revisions.

Applicant Presenting RL at Work Session

Billie J. Goodson

Business Manager

607-772-7029

(Print Name)

(Title)

(Phone number)

Signature: *Billie Goodson*

Date: 12/12/2023

To Be Completed By Applicant

Proposed Title: Ordinance to amend the BJCSB 2024 Budget position count to defund one Mechanics Assistant and fund one Mechanics position.

Executive Summary (*Explain why legislation is necessary*): The Binghamton-Johnson City Joint Sewage Board requests the owners pass legislation to amend the 2024 Budget position count by decreasing the Mechanics Assistant position by one and increasing the Mechanics position by one. The remaining amount will be offset by holding one open Operator III position from being filled for 3 pay periods. There will be no change to funding in the 2024 Budget.

Effective Date: (if applicable) 01/01/2024

Budget transfer or amendment: RL Budget Transfer Worksheet **must** be attached w/ Dep. Head signature.

RL related to a grant: RL Grant Worksheet **must** be attached. Deadline for Council to act by: _____

RL related to previously adopted legislation: Perm. number _____, adoption date _____

Contract: Person/Company _____ Start/End Date _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corp. Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies



CITY OF BINGHAMTON

Request for Transfer of Funds

Transfer requests of \$2500 or less must be approved by the Comptroller.
 Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
 Transfer requests in excess of \$10,000 must be approved by City Council.

*This worksheet must be attached to any RL submitted to the Clerk's Office that includes a budget funding transfer or amendment. For additional instructions, see 'RL Instructions' document.
 Incomplete/incorrect RLs to be returned to applicant for revisions. Additional transfer lines in the same format may be attached.*

Adopted Budget Year Amended: 2024 Department: BJCJSTP
 Department Head Signature: Billie Goodson

Transfers						
Transfer From (Decrease)			→	Transfer To (Increase)		
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title
\$ 58,489.00	ES8130.51000.JS2HR	Personal Services Hourly (Mechanics Asst)	→	\$ 65,852.00	ES8130.51000.JS2HR	Personal Services Hourly (Mechanic)
\$ 7,363.00	ES8130.51000.JS2HR	Personal Services Hourly (Operator III)	→			
			→			
			→			
			→			
			→			
\$ 65,852.00				\$ 65,852.00		

Revenue & Fund Balance Amendments				
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line	Budget Line Title

Office Use Only for Transfers Under \$10,000

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Transfer of funds Approved ___ / Denied ___ on ___ / ___ / _____. Certified by the Secretary of the Board of Estimate and Apportionment. Signature: _____ Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached. Signature: _____ Date: _____

PROPOSED 2024 JSB POSITION COUNT MODIFICATIONS TO DEFUND (1) MECHANICS ASSISTANT TO FUND (1) MECHANIC

(presented: 12/12/2023 JSB Meeting)

NOTES:

- 1) The Joint Sewage Board proposes to modify the 2024 JSB Position count effective January 1, 2024 to include Personal Service increase and corresponding incidentals to allow for internal growth and movement.
- 2) Defund one Mechanics Assistant position, decrease an open Operator III position by 2.839 pay periods and (b)create/fund one Mechanic position

Trainee position.

The proposed Budget Modifications to accomplish these changes are as follows:

(based on Section 8.1.3 CBA-established "New Hire" Rates)

for ITEM 2), above	Mechanics Asst Operator III	Mechanic			
BUDGET LINE/NAME	-1 @ up to \$28.12/hr. -up to \$32.42/hr. +1 @ up to \$31.66/hr.				
ES8130.51000.JS2HR Personal Services	\$ (58,489.00)	\$ (7,363.00)	\$ 65,852.00	\$	-