Legislative Branch

RL Number: 24-91

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. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

Rebecca Rathmell	Housing Justice Advocate & Communi	607.238.6051
(Print Name)	*(Title)*	*(Phone number)*

(Additional Presenters)

To Be Completed By Applicant

Proposed Title:

A Resolution to Amend City Charter Chapter 45: Binghamton Human Rights Law to include "unhoused status" as a protected class

Executive Summary *(Explain why legislation is necessary)*:

With an alarming increase across the country of city ordinances leveling civil and criminal penalties against homeless individuals, this amendment would ensure that sheltered and unsheltered individuals in Binghamton have the same right to pursue employment and educational opportunities, to enjoy access to and free movement within public spaces, and to receive emergency medical care and responsible discharge as any other City resident.

It would also ensure that those left with no other option but to sleep on our streets are protected from the unreasonable search or seizure of their person or personal belongings.

Effective Date: (if applicable) 05/08/2024

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.

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

Contract: Person/Company _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes ☐ Not Applicable ☐ **SEQRA required?** Yes ☐ Not Applicable ☐

Additional information related to this RL attached? Yes ☑ No ☐

Expedition requested for this RL? Yes ☐ No ☑

Please explain why expedition is necessary:

Chapter 45, BINGHAMTON HUMAN RIGHTS LAW [HISTORY: Adopted by the City Council of the City of Binghamton 12-15-08 by L.L. No. 1-2008]

§ 45-1. Name. This Local Law shall be referred to as the Binghamton Human Rights Law.

§ 45-2. Purpose and Intent. [Amended 2-2-09 by Ord. No. 5-2009] It is the intent of the Binghamton City Council, in enacting the Binghamton Human Rights Law, to protect and safeguard the right and opportunity of all persons to be free from discrimination based on a person's actual or perceived age, race, color, creed, religion, national origin, ancestry, disability, unhoused status, marital status, sex, sexual orientation, gender identity or expression, weight or height; and to empower the courts to provide for remedies for any such discrimination. The authority for this Local Law is the exercise of the City's police power to preserve and care for the safety, health, comfort, and general welfare of its residents and visitors.

§ 45-3. Definitions. [Amended 2-2-09 by Ord. No. 5-2009; Amended 3-17-10 by Local Law 1-2010] "Discriminate, Discrimination or Discriminatory" shall mean any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment in and as a result of that person's actual or perceived age, race, color, creed, religion, national origin, ancestry, disability, unhoused status, marital status, sex, sexual orientation, gender identity or expression, weight or height. Discrimination also includes any differential treatment because of one's association with a person or group of people identified herein.

"Educational Institution" shall mean any educational institution and any business, nursing, professional, secretarial, technical, or vocational school. Such term shall not include any educational institutions under the supervision of the Regents of the State of New York.

"Employee" shall mean any individual employed or seeking employment from an employer.

"Employer" shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For purposes of this ordinance, an "employer" is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

"Gender identity or expression" shall mean having a gender identity, self-image, appearance, behavior or expression whether or not that gender identity, self-image, appearance, behavior or expression is different from that traditionally associated with the sex assigned to that person at birth.

"Person" shall mean any natural person, firm, the City of Binghamton, corporation, partnership, limited liability company, or other organization, association or group of persons however arranged;

"Weight" and "Height" as follows: Weight is a numerical measurement of total body weight, the ratio of a person's weight in relation to height or an individual's unique physical composition of weight through body size, shape and proportions. "Weight" encompasses, but is not limited to, an impression of a person as fat or thin regardless of the numerical measurement. An individual's body size, shape, proportions, and composition may make them appear fat or thin regardless of numerical weight. Height is a numerical measurement of total body height, an expression of a person's height in relation to weight, or an individual's unique physical

composition of height through body size, shape and proportions. "Height" encompasses, but is not limited to an impression of a person as tall or short regardless of numerical measurement. The length of a person's limbs in proportion to the person's body may create an impression that the person is short, tall, or atypically proportioned, independent of numerical measurements of height. "Place of public accommodation" shall include all establishments within the City of Binghamton which offers goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution or club which by its nature is distinctly private.
"Sexual orientation" means heterosexuality, homosexuality, bisexuality or asexuality, whether actual or perceived. REV 2013.04.23
"Unhoused status" shall mean having a primary nighttime residence that is a public or private place not meant for human habitation or residing in a publicly or privately operated shelter designed to provide temporary living arrangements.

§ 45-4. Prohibited Acts of Discrimination — Employment [Amended 3-17-10 by Local Law 1-2010] The opportunity to obtain employment without discrimination is hereby recognized as and declared to be a civil right. With regard to employment, it shall be unlawful for any employers or labor organizations to engage in any of the following acts, wholly or partially for a discriminatory reason:

A. To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
B. To limit, segregate, or classify employees in any way which would deprive any employee of employment opportunities, or which would otherwise adversely affect his or her status as an employee; ~~or~~
C. To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee; or
D. To discriminate against any individual seeking or maintaining employment due to their lack of permanent mailing address, or due to their mailing address being that of an emergency shelter or other social service provider.

§ 45-5. Prohibited Acts of Discrimination - Housing and Real Estate Transactions and Unhoused Status. [Amended 3-17-10 by Local Law 1-2010] The opportunity to obtain housing and to engage in real estate transactions without discrimination is hereby recognized as and declared to be a civil right.

With regard to housing and real estate transactions, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

A. To discriminate by impeding, delaying, discouraging, imposing different terms, or otherwise limiting or restricting any transaction in real estate;
B. To discriminate in the terms and conditions, or in performing, or refusing to perform, any act necessary to determining an individual's financial ability to engage in a real estate transaction, or to represent falsely that an interest in real estate is not available for transaction;
C. For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants or potential occupants of any real estate which he or she manages; or
D. It shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling.

With regard to unhoused status, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

A. To discriminate by impeding an individual's use and free movement in public spaces, including but not limited to public sidewalks, public parks and green spaces, public transportation, and public buildings, in the same manner as any other person;
B. To discriminate by refusing emergency medical care and responsible discharge;
C. For healthcare or homeless services providers to discriminate by disregarding the protection from disclosure of an individual's records and information to City, municipal, and private entities without appropriate legal authority;
D. For any City, municipal, or private entity to discriminate by refusing to recognize an individual's reasonable expectation of privacy involving their personal property and place of residence, including protection from the unreasonable search, seizure, or displacement of their person or personal belongings.

§ 45-6. Prohibited Acts of Discrimination - - Business Establishment or Public Accommodations. The opportunity to enter business establishments or public accommodations without discrimination is hereby recognized as and declared to be a civil right. It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

§ 45-7. Prohibited Acts of Discrimination - - Educational Institutions. The opportunity to obtain an education without discrimination is hereby recognized as and declared to be a civil right. It shall be unlawful for an educational institution to engage in any of the following acts wholly or partially for a discriminatory reason: to deny, restrict, abridge or condition the use of, or access to, any educational facilities or educational services to any person otherwise qualified.

§ 45-8. General Exceptions. [Amended 3-17-10 by Local Law 1-2010]

A. It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based

on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this Local Law.

B. Nothing contained in this Local Law shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, or a bona fide physical requirement.

C. Nothing contained in this Local Law shall be deemed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised by or controlled by or in connection with a religious organization, from limiting employment, sales or rental of housing accommodations, admission to or giving preference to persons of the same religion or denomination, or from taking such action as is calculated by such organization to promote the religious principles for which it is established or maintained. Provided however, that this exception shall not apply to any program operated by any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, if the same receives any form of financial assistance from the City of Binghamton.

§ 45-9. Private Right of Action. Any person who discriminates or commits any prohibited act against any individual or individuals based upon age, race, color, creed, religion, national origin, ancestry, disability, unhoused status, marital status, sex, sexual orientation, gender identity or expression, weight or height, shall be liable in a civil action or proceeding maintained by such individual or group of individuals for injunctive relief, damages, or any other appropriate relief in law or equity. In any such action or proceeding, the court, in its discretion, may allow the party commencing such action or proceeding, if such party prevails, a reasonable attorney's fee as part of the costs.

§45-10. Effective Date. The Binghamton Human Rights Law shall take effect upon filing with the Secretary of State.

§ 45-11. Prohibition on retaliatory action. It shall be an unlawful discriminatory practice for any person, agency, institution, firm, corporation, partnership or other organization, or association or group of persons to whom this chapter applies to retaliate or discriminate against any person because he or she has opposed any practices forbidden under this chapter or because he or she has filed a complaint, testified, or assisted in any proceeding under this chapter.

§ 45-12. Severability. If any clause, sentence, paragraph or part of this Chapter or the application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Chapter.

Legislative h

RL Number: 24-87

Date Submitted:

Waiting on attachment

City Clerk, City Hall, Binghamt 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

Chuck Shager | Comptroller | 607-772-7011

(Print Name) *(Title)* *(Phone number)*

Signature: **Date:** 04/30/2024

To Be Completed By Applicant

Proposed Title: Modify Ordinances 22-14 and 22-62

Executive Summary *(Explain why legislation is necessary)*: These are for unused ARPA funds and move back unspent Loss Revenues

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 22-14 and 22-62, 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 ☐

Legal Counsel Approval BOR

RL 22-87

Introductory No. O22-62

Permanent No. O22-62

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE
entitled
AN ORDINANCE TO ACCOUNT FOR LOST REVENUE OF $964,943 PER THE AMERICAN RESCUE PLAN ACT GUIDELINES

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to account for lost revenue of $964,943 from American Rescue Plan Act (ARPA) funds per the American Rescue Plan Act Guidelines; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to account for lost revenue of $964,943 from ARPA funds as follows:

(i) $964,943 increase revenue budget line A.44089.F0015 (Federal Aid – Other)

Section 2. That this ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds are unencumbered and available

Chuck Shager, Comptroller

Introductory No. O22-62

Permanent No. O22-62

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

AN ORDINANCE TO ACCOUNT FOR LOST REVENUE OF $964,943 PER THE AMERICAN RESCUE PLAN ACT GUIDELINES

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

4/6/22
Date

City Clerk

4/7/22
Date Presented to Mayor

4/7/22
Date Approved

Mayor

	Ayes	Nays	Abstain	Absent
Councilman Scaringi	✓			
Councilwoman Resciniti	✓			
Councilwoman Riley		✓		
Councilwoman Friedman		✓		
Councilman Burns		✓		
Councilman Scanlon	✓			
Councilman Strawn	✓			
Total	4	3	0	0

☐ Code of the City of Binghamton

☑ Adopted ☐ Defeated

4 Ayes 3 Nays 0 Abstain 0 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 4/6/22. Approved by the Mayor on 4/7/22.

Org	Object	Description	Loss Revnue-	2021 Ordinances	2022 Ordinances	2023 Ordinances	2024 Ordinances	2023 Budget	2023 Capital	2024 Budget	ALLOCATED	SPENT/Encu	unspent
A1210	525900	CORONA VIRUS EXPENSES		70,000.00	25,000.00						95,000.00	82,408.00	12,592.00
A1310	54425	AUDITING & FINANCIAL SVCS		20,000.00							20,000.00	20,000.00	-
A1364	54470	DEMOLITION			250,000.00						250,000.00	250,000.00	-
A1420	51000	PERSONAL SERVICES-employment			53,850.00		(20,250.72)	80,000.00		80,000.00	193,599.28	193,599.28	-
A1440	51000	PERSONAL SERVICES-premium		10,000.00							10,000.00	10,000.00	-
A1490	51000	PERSONAL SERVICES-premium			6,000.00						6,000.00	6,000.00	-
A1620	51000	PERSONAL SERVICES			18,000.00	1,500.00				1,500.00	21,000.00	21,000.00	-
A1640	51000	PERSONAL SERVICES			37,493.92	3,000.00				3,000.00	43,493.92	43,493.92	-
A1650	51000	PERSONAL SERVICES			93,673.28	5,000.00				5,500.00	104,173.28	104,173.28	-
A1660	51000	PERSONAL SERVICES			18,000.00	500.00				500.00	19,000.00	19,000.00	-
A3120	51000	PERSONAL SERVICES		596,215.37	326,763.81	441,797.00	(96,297.00)			500.00	1,268,979.18	1,268,979.18	-
A3410	51000	PERSONAL SERVICES		698,564.29	(101,876.47)			150,909.00		165,225.00	912,821.82	912,821.82	-
A3410	51600	HOLIDAY PAY			3,457.08			8,000.00			11,457.08	11,457.08	-
A3410	51660	AL LEAVE TIME			977.97			-			977.97	977.97	-
A3410	54190	UNIFORMS- FED STIMULUS FUNDS			49,200.00			3,000.00			52,200.00	52,200.00	-
A4320	54000	Mental Health			200,000.00						200,000.00	200,000.00	-
A5110	51000	PERSONAL SERVICES			103,685.76	9,500.00				13,000.00	126,185.76	126,185.76	-
A6055	52000	YWCA EQUIP/CAPITAL OUTLAY			500,000.00						500,000.00	500,000.00	-
A6140	52000	SAFETY NET-VINES BUILDING			300,000.00						300,000.00	300,000.00	-
A6140	54743	SAFETY NET-COMM FOOD PANTRY			30,000.00						30,000.00	30,000.00	-
A6989	51000	PERSONAL SERVICES								52,500.00	52,500.00	52,500.00	-
A6989	54742	PROMOTIONS/MARKETING		200,000.00		160,000.00					360,000.00	360,000.00	-
A7110	51000	PERSONAL SERVICES			166,963.92	10,000.00		67,226.00		101,649.60	345,839.52	345,839.52	-
A7310	54163	YOUTH PROGRAMMING			1,000,000.00						1,000,000.00	1,000,000.00	-
A8160	51000	PERSONAL SERVICES								12,500.00	12,500.00	12,500.00	-
A8664	51000	PERSONAL SERVICES			25,500.00			34,641.00		246,622.30	306,763.30	306,763.30	-
A8686	54756	AFFORDABLE HOUSING		2,999,999.72							2,999,999.72	2,999,999.72	-
A9010	58000A	STATE RETIREMENT			11,335.00	3,000.00					14,335.00	14,335.00	-
A9015	58000	EMPLOYEE BENEFITS		206,604.58	23,287.00						229,891.58	229,891.58	-
A9030	58000B	SOCIAL SECURITY		99,050.65	47,440.19	2,295.00				48,000.00	196,785.84	196,785.84	-
A9040	58000D	WORKERS COMPENSATION		52,023.69	4,784.75						56,808.44	56,808.44	-
A9060	58000C	HEALTH INSURANCE			58,930.00						58,930.00	58,930.00	-
CL8160	51000	PERSONAL SERVICES			120,323.40	12,000.00					132,323.40	132,323.40	-
CL9010	58000A	STATE RETIREMENT				1,200.00					1,200.00	1,200.00	-
CL9030	58000B	SOCIAL SECURITY			9,204.72	918.00					10,122.72	10,122.72	-

Org	Object	Description	Loss Revnue-	2021 Ordinances	2022 Ordinances	2023 Ordinances	2024 Ordinances	2023 Budget	2023 Capital	2024 Budget	ALLOCATED	SPENT/Encu	unspent
FX8330	51000	PERSONAL SERVICES			71,243.64	5,500.00				6,000.00	82,743.64	82,743.64	-
FX8340	51000	PERSONAL SERVICES			82,000.00	4,500.00				6,500.00	93,000.00	93,000.00	-
FX9010	58000A	STATE RETIREMENT				450.00					450.00	450.00	-
FX9030	58000B	SOCIAL SECURITY			11,723.14	344.25				956.25	13,023.64	13,023.64	-
G8120	51000	PERSONAL SERVICES			52,854.56	3,500.00				5,000.00	61,354.56	61,354.56	-
G9010	58000A	STATE RETIREMENT				350.00					350.00	350.00	-
G9030	58000B	SOCIAL SECURITY			4,043.38	267.75					4,311.13	4,311.13	-
H1620	525004	CITY HALL IMPROVEMENTS		659,000.00							659,000.00	659,000.00	-
H1680	590004	COMPUTER HW/SW-ARPA			670,000.00						670,000.00	656,476.89	13,523.11
H3120	525333	ARPA GUN VIOLENCE REDUCTION			1,000,000.00						1,000,000.00	670,935.11	329,064.89
H3410	525334	ARPA-FIRE STATION CAPITAL			1,000,000.00						1,000,000.00	1,000,000.00	-
H5110	525347	HENRY ST.STORMWATER RECON				605,792.00					605,792.00	605,792.00	-
H6989	525802	FOOD INSECURITY-BLDG IMPROV					100,000.00				100,000.00	100,000.00	-
H6989	54402	WORKFORCE DEVELOPMENT			50,000.00	275,000.00					325,000.00	325,000.00	-
H8120	525055	REPL SEWER LINES		2,000,000.00	1,100,000.00				1,500,000.00		4,600,000.00	4,292,474.19	307,525.81
H8120	590011	SEWER PUMP STATION IMPROV		400,000.00						25,000.00	425,000.00	315,302.08	109,697.92
H8120	590028	CASTINGS								50,000.00	50,000.00	-	50,000.00
H8120	590038	EQUIP								25,000.00	25,000.00	7,500.00	17,500.00
H8120	590014	CSO								10,000.00	10,000.00	-	10,000.00
H8120	290013	HW/SW								5,000.00	5,000.00	-	5,000.00
H8320	525058	WATER LINES		750,000.00	50,000.00				1,000,000.00		1,800,000.00	1,800,000.00	-
H8320	525105	WATER PLANT IMPROVEMENTS		3,600,000.00		(605,792.00)					2,994,208.00	2,497,511.27	496,696.73
H8320	590011	WATER PUMP STATION IMPROV		400,000.00							400,000.00	297,387.00	102,613.00
H8686	54756	AFFORDABLE HOUSING		3,000,000.00		2,210,829.00					5,210,829.00	5,210,829.00	-
H8686	54757	AFFORDABLE HOUSING-OFB MUNSELL				2,500,000.00					2,500,000.00	2,500,000.00	-
A	49999	Loss Revenue	12,494,152.00								12,494,152.00	12,494,152.00	-
A	49999	Loss Revenue	964,943.00								964,943.00	823,806.00	141,137.00
A	49999	Loss Revenue	500,000.00								500,000.00	-	500,000.00
		TOTAL	13,959,095.00	15,761,458.30	7,473,859.05	5,651,451.00	# (16,547.72)	343,776.00	2,500,000.00	863,953.15	46,537,044.78	44,441,694.32	2,095,350.46
		Allocation of ARPA											

		loss rev	allocated	used	enc	remain
Loss Revenue	$12,494,152	$12,494,152				
Fire Station	$ (2,000,000)		$ 2,000,000	$ 2,000,000	0.00	$ -
Water St.Garage	$ (7,000,000)		$ 7,000,000	$ 4,697,339	2,302,661.00	$ -
xfer to other funds	$ (452,659)		$ 452,659	$ 452,659	0.00	$ -
fire premium pay	$ (85,424)		$ 85,424	$ 85,424	0.00	$ -
police Vehicles	$ (530,000)		$ 530,000	$ 530,000	0.00	$ -
2021 add loss revenue	$ 964,943	$ 964,943			0.00	$ -
ADD Loss Revenue (façade)	$ 500,000	$ 500,000			0.00	$ -
Façade	$ (500,000)		$ 500,000	$ 126,242	373,758.05	$ -
24 budget	$ (249,875)		$ 249,875	$ 249,875	0.00	$ -
Boscov's	$ (2,500,000)		$ 2,500,000	$ 2,500,000	0.00	$ -
unused			$ 641,137	$ -	0.00	$ 641,137.00
totals	$ 641,137	$13,959,095	$13,959,095	$10,641,539	**3,317,556.05**	**10,641,538.95**

2021	2022	2023	2024	Loss Revnue
R 21-165	O 22-02	O 23-30	O 24-15	21-85
O 21-67	O 22-09	O 23-31	O 24-16	22-62
O 21-68	O 22-14	O 23-103	O 24-19	23-73
O 21-71	O22-25	O 23-110		
O 21-79	O 22-44	O 23-116		
O 21-84	O 22-49	0 23-123		
O 21-88	O 22-50	O 23-180		
O 21-91	O 22-51	O 23-181		
O 21-120	O 22-52			
O 21-123	O 22-63			
O 21-126	O 22-74			
O 21-134	O 22-78			
O 21-165	O 22-80			
O 21-167	O 22-86			
	O 22-104			
	O 22-122			
	O 22-144			
	O 22-145			
	O 22-167			
	O 22-180			
	O 22-188			

Legal Counsel Approval _____

RL 22-13

Introductory No. O22-14

Permanent No. O22-14

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: February 9, 2022

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

Introduced by Committee: Finance

ORDINANCE
entitled
AN ORDINANCE TO AMEND THE 2022 GENERAL FUND BUDGET TO ALLOCATE AMERICAN RESCUE PLAN ACT FUNDS FOR ADDITIONAL CORONAVIRUS EXPENSES AND SUPPLIES

WHEREAS, the Mayor and Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 General Fund budget to allocate American Rescue Plan Act (ARPA) funds for additional Coronavirus expenses and supplies in the amount of $25,000; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on February 9, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 General Fund budget to allocate American Rescue Plan Act (ARPA) funds for additional Coronavirus expenses and supplies in the amount of $25,000 as follows:

(i) $25,000 increase revenue budget line A.44089.F0015 (Federal Aid-Other)
(ii) $25,000 increase expense budget line A1210.525900.F0015 (Mayor-Coronavirus Expense)

Section 2. That this ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds are unencumbered and available

Chuck Shager, Comptroller

Introductory No. O22-14

Permanent No. O22-14

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

AN ORDINANCE TO AMEND THE 2022 GENERAL FUND BUDGET TO ALLOCATE AMERICAN RESCUE PLAN ACT FUNDS FOR ADDITIONAL CORONAVIRUS EXPENSES AND SUPPLIES

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

2/9/22
Date

City Clerk

2/10/22
Date Presented to Mayor

2/10/22
Date Approved

Mayor

	Ayes	Nays	Abstain	Absent
Councilman Scaringi				✓
Councilwoman Resciniti	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Scanlon	✓			
Councilman Strawn	✓			
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 2/9/22. Approved by the Mayor on 2/10/22.

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: FINANCE

Department Head Signature:

Transfers

Transfer From *(Decrease)*				Transfer To *(Increase)*		
Amount	*Budget Line*	*Budget Line Title*		*Amount*	*Budget Line*	*Budget Line Title*
$ -				$ -		

Revenue & Fund Balance Amendments

Amount	*Increase/Decrease*	*Revenue/Expense / Fund Balance*	*Budget Line*	*Budget Line Title*
$ 12,408.00	Decrease	Expense	A1210.525900.F0015	CORONA VIRUS EXPENSES
$ 12,408.00	Decrease	Revenue	A.44089.F0015	FEDERAL AID-OTHER (ARPA)
$ 339,962.78	Decrease	Revenue	A.44089.F0015	FEDERAL AID-OTHER (ARPA) (LOSS REV)
$ 339,962.78	Decrease	Revenue	A.49999	FUND BALANCE (LOSS REVENUE)

Office Use Only for Transfers Under $10,000

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

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:

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

Ronald B. Lake City Engineer (607) 772-7(

(Print Name) *(Title)* *(Phone number)*

Signature: **Date:** 04/30/2024

To Be Completed By Applicant

Proposed Title: Resolution authorizing the Mayor to enter an agreement with NYSDOT for Route 11 Wall replacement project D265276 (PIN9043.54)

Executive Summary *(Explain why legislation is necessary)*: Replacing underground duct system including plastic conduit wire,grounding,pull boxes, handholds and drainage pockets. New highway light foundations 4 highway light standards and 4 arms with 4 LED lumin all other components necessary. All above will remain property of NYS. This agreement shall commence upon June 1st 2025 and expire May 31 205 Engineer's estimate is $65,700.00 for 25 years

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 ☐

AGREEMENT FOR INSTALLATION, MAINTENANCE, REPAIR AND ENERGIZING OF LIGHTING SYSTEM FOR STATE HIGHWAY IDENTIFIED AS

SH # C48-07
RTE 11 Retaining wall Replacement City of Binghamton, Broome County

Agreement No. _____

This Agreement, made this **1st Day of June 2025** between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and
the **City Council** of the **City of Binghamton** which is herein referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, pursuant to Highway Law §10 (23, 24 and/or 27) the Commissioner of Transportation (the "Commissioner"), may at the expense of the state, or using federal funds, and/or using local funds provide for the installation and or replacement of street lighting systems, provided the Commissioner deems it practicable to perform such work for such Municipality/Sponsor in connection with the performance of any work of construction, reconstruction or improvement under the Highway Law; and

WHEREAS, the COMMISSIONER proposes to **reconstruct** a State Highway pursuant to the New York State Highway Law, such highway being identified as **PIN 904354 Route 11 Retaining wall Replacement, City of Binghamton** in **Broome County** within the geographical jurisdiction of the MUNICIPALITY and geographical jurisdiction of **City of Binghamton** in **Broome County**; and

WHEREAS, the MUNICIPALITY desires to have lighting system **installed** on or along such highway within the geographical jurisdiction of the MUNICIPALITY; and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have lighting system **installed** on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY shall maintain, repair and energize such lighting system at its own expense; and

WHEREAS, the MUNICIPALITY by Resolution No._____ adopted at the **City Council of the MUNICIPALITY meeting held on _____ 2024,** approved the **installation, maintenance and energizing of said lighting and has provided such Resolution hereto**, and has further authorized the **Jared Kraham, The Mayor** to execute this Agreement on behalf of the MUNICIPALITY; and

WHEREAS, the **City of Binghamton** and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway lighting system;

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows:

ARTICLE 1: DOCUMENTS FORMING THIS AGREEMENT. The parties agree that the Agreement consists of the following:

a. Agreement: This document, entitled "Agreement for Installation, Maintenance, Repair and Energizing of Lighting System for State highway identified as" **PIN 904353 Route 11 Retaining Wall Replacement, City of Binghamton;**
b. Schedule "A" - Description of Project, funding and deposit requirements;
c. Appendix "A" - Standard Clauses for New York State Contracts;
d. Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
e. Municipal Resolution(s): duly adopted resolution authorizing this agreement and the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set forth herein.

ARTICLE 2: PROJECT RESPONSIBILITIES.

2.1 The COMMISSIONER shall provide for the furnishing and placing of the following items in connection with a lighting system on the above-mentioned highway and identified in the contract documents for this transportation project:

a. **Underground duct system, including plastic conduits, wire, grounding, pull boxes, handholds, and drainage pockets.**
b. **Four (4) New Highway Light Foundations.**
c. **Four (4) New Highway Light Standards and Four (4) arms with Four (4) LED Luminaries.**
d. **All other components necessary to complete the lighting system.**

All of the above-identified items shall be and continue to be the property of the State of New York.

2.2 Upon completion of construction of the above identified highway project, the MUNICIPALITY shall, at its own expense, maintain the lighting system installed under such highway project within the geographical jurisdiction of the MUNICIPALITY. Such maintenance shall include, but not be limited to:

a. Repair of equipment which may be damaged from any cause whatsoever.
b. Replacement of equipment which may be non-functioning or damaged from any cause whatsoever, such replacement material to be of equal character to the original equipment.
c. Payment for delivery and supply of the electric current for the lighting system during the customary night hours [dusk to dawn] of each day of the year, at no cost or obligation to the STATE.
d. Should MUNICIPALITY choose to install lighting attached to a utility pole(s) belonging to Utility Company, the STATE shall not be involved and MUNICIPALITY shall make appropriate Pole Attachment Agreement and payment arrangements with the respective Utility Company.

ARTICLE 3: TERM OF AGREEMENT.

3.1 This Agreement shall commence upon **June 1, 2025** and-shall expire upon **(25 years) May 31, 2050.** The MUNICIPALITY shall continue to maintain and energize the lighting system for the period of its useful life or until such time as the COMMISSIONER, at his/her discretion, in agreement with MUNICIPALITY, determines that such lighting and/or the maintenance of such lighting system is no longer warranted or desired for such **State Highway**, and sets forth action to remove such lighting system at the MUNICIPALITY's expense.

3.2 The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or its right, title, or interest therein, or its power to execute this Agreement to any person, company or corporation without COMMISIONER's written consent. MUNICIPALITY shall express their desire to change the terms of this Agreement in writing to the COMMISSIONER, except as herein provided by Municipal Resolution attached hereto.

3.3 The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district to transfer the MUNICIPALITY's cost for repair, maintenance of the lighting system, and to ensure that payments are made to Utility Company for delivery and supply of energy.

ARTICLE 4. TERMINATION OF AGREEMENT.

4.1. Prior to the expiration of the Agreement, the MUNICIPALITY shall review the Agreement and determine whether it desires to continue maintaining said lighting system. If at any time after the useful life of the lighting system the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it shall notify the COMMISSIONER or his/her representative in writing.

4.2. During the duration of this Agreement, where the MUNICIPALITY has no desire to maintain the lighting system, and / or discontinues payment for the energizing of the lighting system covered in this Agreement, said fixtures will be removed by the STATE at the expense of the MUNICIPALITY, unless the STATE has funds available to maintain, repair and energize said lighting system, and the COMMISSIONER, in his/her discretion, determines that such lighting system is warranted or desired for such State Highway. Upon written notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall, within 90 days of the receipt of such written notification from the COMMISSIONER, reimburse the STATE the amount specified. The cost of removal includes but is not limited to review and upgrading of roadway delineation features, including pavement markings, and any and all penalties, fees and/or other costs for unamortized fixtures which the STATE is required to pay the Federal Government.

ARTICLE 5: REMEDIES

5.1. Should the MUNICIPALITY, within the term of this Agreement and without the prior written consent of the COMMISSIONER, discontinue the repairs and maintenance, and/or discontinue payment for energizing the lighting system covered in this Agreement, which results in the STATE being required to make payment to the Federal Government, as a penalty or otherwise, the MUNICIPALITY, upon written notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment within 90 days of the receipt of such written notification from the COMMISSIONER.

5.2. Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and

description resulting from the discontinuance of the repairs and maintenance, and/or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

5.3. The COMMISSIONER or his/her representative may periodically inspect the lighting system **installed** under the above-identified Construction Project to ascertain that the lighting system is being maintained and energized in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies. Within thirty (30) days of receipt of such notification by MUNICIPALITY, the COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNCIPALITY.

5.4. It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally aided and/or Federally reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally aided project shall be approved for the MUNICIPALITY until such time as the said lighting system is restored to the level and condition required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of State aid for other future municipal contracts.

ARTICLE 6: NOTICE REQUIREMENTS

6.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

i. Via certified or registered United States mail, return receipt requested;
ii. By personal delivery;
iii. By expedited delivery service; or
iv. By e-mail.

Such notices shall address as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation (NYSDOT)
Name: **Matthew Hart**
Title: **Regional Utility Engineer, Region 9**
Address: **44 Hawley Street, Binghamton, New York 13901**
Telephone Number: **607-721-8187 (office)** **607-422-1053 (cell)**
E-Mail Address: **matthew.hart@dot.ny.gov**

Municipality City of Binghamton
Name: Jared Kraham
Title: Mayor
Address: 38 Hawley Street, Binghamton, NY 13901
Telephone Number: 607-772-7001
E-Mail Address: jmkraham@cityofbinghamton.gov

6.2 Any such notice shall be deemed to have been given either at the time of delivery or, in the case of expedited delivery service or certified or registered US mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission by e-mail, upon request.

6.3 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

ARTICLE 7: PROCESSING OF BETTERMENT DEPOSITS AND PAYMENTS

7.1 NYSDOT will install, remove, relocate, replace and/or reconstruct the MUNICIPAL facilities in accordance with plans and specifications related thereto, as they may be amended or revised, and subject to such change orders as may be approved by NYSDOT in connection with its administration of the work and other work under the Construction Contract for or relating to the work under this Agreement.

7.2 For all Betterment work done by NYSDOT, the MUNICIPALITY shall, prior to the work being done, deposit in a project escrow account with the Office of State Comptroller the full amount of the MUNICIPAL share (if any) reflected in the itemized engineer's estimated cost of the work to be performed on MUNICIPAL facilities for payments by the Comptroller on account of Project costs. The excess amount of such deposit shall be reimbursed to the MUNICIPALITY after project close out, unless Fixed Price Lump Sum project share is established.

7.3 Payments to the Contractor for Betterment work shall be made using State Comptroller vouchers or requisitions approved by the COMMISSIONER.

7.4 When Betterment work performed on the MUNICIPAL facilities contemplated herein has been completed, and all payments have been made to the Contractor, the COMMISSIONER shall determine the additional costs thereof to be borne by the MUNICIPALITY. Any excess of the deposit shall be returned to the MUNICIPALITY on the warrant of the State Comptroller or using vouchers approved by the COMMISSIONER; and, in the event such costs exceed the amount of the deposit, the COMMISSIONER shall send a written notice to the MUNICIPALITY requesting such extra payment be deposited with the Office of State Comptroller in a project escrow account. The MUNICIPALITY shall, within 90 days of receipt of such written notice from the COMMISSIONER, pay the amount of such deficiency to the Office of State Comptroller, unless Fixed Price Lump Sum project share has been established.

IN WITNESS WHEREOF, the STATE has caused this instrument to be signed by the said COMMISSIONER of Transportation and the MUNICIPALITY has caused this instrument to be signed by its authorized officer.

Agreement No. _____

APPROVED:

_____
Municipal Attorney

MUNICIPALITY: **City of Binghamton**

By: _____
Jared Kraham
Mayor

STATE OF NEW YORK)
) **SS:**
COUNTY OF **Broome**)

On this _____ day of _____ **2024,** before me personally came **Jared Kraham.**, to me known, who being by me duly sworn did depose and say that **he** is the **Mayor** of the Municipal Corporation described herein, and which executed the above instrument; that **he** knows the seal of such Municipality; that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on _____ **2024,** and to which a certified copy is attached and made a part hereof; and that **he** signed **his** name thereto by like order.

_____
Notary Public

APPROVED FOR NYSDOT:

By: _____
For the Commissioner of Transportation Date

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

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

Rev. 12/18/19

AGREEMENT FOR INSTALLATION, MAINTENANCE, REPAIR AND ENERGIZING OF LIGHTING SYSTEM FOR STATE HIGHWAY IDENTIFIED AS

SH # C48-07
RTE 11 Retaining wall Replacement City of Binghamton, Broome County

Agreement No. _____

This Agreement, made this **1st Day of June 2025** between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and
the **City Council** of the **City of Binghamton** which is herein referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, pursuant to Highway Law §10 (23, 24 and/or 27) the Commissioner of Transportation (the "Commissioner"), may at the expense of the state, or using federal funds, and/or using local funds provide for the installation and or replacement of street lighting systems, provided the Commissioner deems it practicable to perform such work for such Municipality/Sponsor in connection with the performance of any work of construction, reconstruction or improvement under the Highway Law; and

WHEREAS, the COMMISSIONER proposes to **reconstruct** a State Highway pursuant to the New York State Highway Law, such highway being identified as **PIN 904354 Route 11 Retaining wall Replacement, City of Binghamton** in **Broome County** within the geographical jurisdiction of the MUNICIPALITY and geographical jurisdiction of **City of Binghamton** in **Broome County**; and

WHEREAS, the MUNICIPALITY desires to have lighting system **installed** on or along such highway within the geographical jurisdiction of the MUNICIPALITY; and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have lighting system **installed** on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY shall maintain, repair and energize such lighting system at its own expense; and

WHEREAS, the MUNICIPALITY by Resolution No._____ adopted at the **City Council of the MUNICIPALITY meeting held on _____ 2024,** approved the **installation, maintenance and energizing of said lighting and has provided such Resolution hereto**, and has further authorized the **Jared Kraham, The Mayor** to execute this Agreement on behalf of the MUNICIPALITY; and

WHEREAS, the **City of Binghamton** and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway lighting system;

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows:

ARTICLE 1: DOCUMENTS FORMING THIS AGREEMENT. The parties agree that the Agreement consists of the following:

a. Agreement: This document, entitled "Agreement for Installation, Maintenance, Repair and Energizing of Lighting System for State highway identified as" **PIN 904353 Route 11 Retaining Wall Replacement, City of Binghamton;**
b. Schedule "A" - Description of Project, funding and deposit requirements;
c. Appendix "A" - Standard Clauses for New York State Contracts;
d. Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
e. Municipal Resolution(s): duly adopted resolution authorizing this agreement and the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set forth herein.

ARTICLE 2: PROJECT RESPONSIBILITIES.

2.1 The COMMISSIONER shall provide for the furnishing and placing of the following items in connection with a lighting system on the above-mentioned highway and identified in the contract documents for this transportation project:

a. **Underground duct system, including plastic conduits, wire, grounding, pull boxes, handholds, and drainage pockets.**
b. **Four (4) New Highway Light Foundations.**
c. **Four (4) New Highway Light Standards and Four (4) arms with Four (4) LED Luminaries.**
d. **All other components necessary to complete the lighting system.**

All of the above-identified items shall be and continue to be the property of the State of New York.

2.2 Upon completion of construction of the above identified highway project, the MUNICIPALITY shall, at its own expense, maintain the lighting system installed under such highway project within the geographical jurisdiction of the MUNICIPALITY. Such maintenance shall include, but not be limited to:

a. Repair of equipment which may be damaged from any cause whatsoever.
b. Replacement of equipment which may be non-functioning or damaged from any cause whatsoever, such replacement material to be of equal character to the original equipment.
c. Payment for delivery and supply of the electric current for the lighting system during the customary night hours [dusk to dawn] of each day of the year, at no cost or obligation to the STATE.
d. Should MUNICIPALITY choose to install lighting attached to a utility pole(s) belonging to Utility Company, the STATE shall not be involved and MUNICIPALITY shall make appropriate Pole Attachment Agreement and payment arrangements with the respective Utility Company.

ARTICLE 3: TERM OF AGREEMENT.

3.1 This Agreement shall commence upon **June 1, 2025** and-shall expire upon **(25 years) May 31, 2050.** The MUNICIPALITY shall continue to maintain and energize the lighting system for the period of its useful life or until such time as the COMMISSIONER, at his/her discretion, in agreement with MUNICIPALITY, determines that such lighting and/or the maintenance of such lighting system is no longer warranted or desired for such **State Highway**, and sets forth action to remove such lighting system at the MUNICIPALITY's expense.

3.2 The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or its right, title, or interest therein, or its power to execute this Agreement to any person, company or corporation without COMMISIONER's written consent. MUNICIPALITY shall express their desire to change the terms of this Agreement in writing to the COMMISSIONER, except as herein provided by Municipal Resolution attached hereto.

3.3 The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district to transfer the MUNICIPALITY's cost for repair, maintenance of the lighting system, and to ensure that payments are made to Utility Company for delivery and supply of energy.

ARTICLE 4. TERMINATION OF AGREEMENT.

4.1. Prior to the expiration of the Agreement, the MUNICIPALITY shall review the Agreement and determine whether it desires to continue maintaining said lighting system. If at any time after the useful life of the lighting system the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it shall notify the COMMISSIONER or his/her representative in writing.

4.2. During the duration of this Agreement, where the MUNICIPALITY has no desire to maintain the lighting system, and / or discontinues payment for the energizing of the lighting system covered in this Agreement, said fixtures will be removed by the STATE at the expense of the MUNICIPALITY, unless the STATE has funds available to maintain, repair and energize said lighting system, and the COMMISSIONER, in his/her discretion, determines that such lighting system is warranted or desired for such State Highway. Upon written notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall, within 90 days of the receipt of such written notification from the COMMISSIONER, reimburse the STATE the amount specified. The cost of removal includes but is not limited to review and upgrading of roadway delineation features, including pavement markings, and any and all penalties, fees and/or other costs for unamortized fixtures which the STATE is required to pay the Federal Government.

ARTICLE 5: REMEDIES

5.1. Should the MUNICIPALITY, within the term of this Agreement and without the prior written consent of the COMMISSIONER, discontinue the repairs and maintenance, and/or discontinue payment for energizing the lighting system covered in this Agreement, which results in the STATE being required to make payment to the Federal Government, as a penalty or otherwise, the MUNICIPALITY, upon written notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment within 90 days of the receipt of such written notification from the COMMISSIONER.

5.2. Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and

description resulting from the discontinuance of the repairs and maintenance, and/or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

5.3. The COMMISSIONER or his/her representative may periodically inspect the lighting system **installed** under the above-identified Construction Project to ascertain that the lighting system is being maintained and energized in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies. Within thirty (30) days of receipt of such notification by MUNICIPALITY, the COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNCIPALITY.

5.4. It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally aided and/or Federally reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally aided project shall be approved for the MUNICIPALITY until such time as the said lighting system is restored to the level and condition required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of State aid for other future municipal contracts.

ARTICLE 6: NOTICE REQUIREMENTS

6.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

i. Via certified or registered United States mail, return receipt requested;
ii. By personal delivery;
iii. By expedited delivery service; or
iv. By e-mail.

Such notices shall address as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation (NYSDOT)
Name: **Matthew Hart**
Title: **Regional Utility Engineer, Region 9**
Address: **44 Hawley Street, Binghamton, New York 13901**
Telephone Number: **607-721-8187 (office)** **607-422-1053 (cell)**
E-Mail Address: **matthew.hart@dot.ny.gov**

Municipality City of Binghamton
Name: Jared Kraham
Title: Mayor
Address: 38 Hawley Street, Binghamton, NY 13901
Telephone Number: 607-772-7001
E-Mail Address: jmkraham@cityofbinghamton.gov

6.2 Any such notice shall be deemed to have been given either at the time of delivery or, in the case of expedited delivery service or certified or registered US mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission by e-mail, upon request.

6.3 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

ARTICLE 7: PROCESSING OF BETTERMENT DEPOSITS AND PAYMENTS

7.1 NYSDOT will install, remove, relocate, replace and/or reconstruct the MUNICIPAL facilities in accordance with plans and specifications related thereto, as they may be amended or revised, and subject to such change orders as may be approved by NYSDOT in connection with its administration of the work and other work under the Construction Contract for or relating to the work under this Agreement.

7.2 For all Betterment work done by NYSDOT, the MUNICIPALITY shall, prior to the work being done, deposit in a project escrow account with the Office of State Comptroller the full amount of the MUNICIPAL share (if any) reflected in the itemized engineer's estimated cost of the work to be performed on MUNICIPAL facilities for payments by the Comptroller on account of Project costs. The excess amount of such deposit shall be reimbursed to the MUNICIPALITY after project close out, unless Fixed Price Lump Sum project share is established.

7.3 Payments to the Contractor for Betterment work shall be made using State Comptroller vouchers or requisitions approved by the COMMISSIONER.

7.4 When Betterment work performed on the MUNICIPAL facilities contemplated herein has been completed, and all payments have been made to the Contractor, the COMMISSIONER shall determine the additional costs thereof to be borne by the MUNICIPALITY. Any excess of the deposit shall be returned to the MUNICIPALITY on the warrant of the State Comptroller or using vouchers approved by the COMMISSIONER; and, in the event such costs exceed the amount of the deposit, the COMMISSIONER shall send a written notice to the MUNICIPALITY requesting such extra payment be deposited with the Office of State Comptroller in a project escrow account. The MUNICIPALITY shall, within 90 days of receipt of such written notice from the COMMISSIONER, pay the amount of such deficiency to the Office of State Comptroller, unless Fixed Price Lump Sum project share has been established.

SCHEDULE A
DESCRIPTION OF PROJECT, FUNDING AND DEPOSIT REQUIREMENTS.

Is the project linked to a State project in the area? **YES**

If linked to a State project, describe the State project:

The State project Contract No. **D265276**, **Route 11 Retaining wall Replacement Project, City Of Binghamton**, in State Highway (S.H.) #' **C48-07** in **Broome** County.

Description of the work to be performed on local facilities:

The **City of Binghamton** by Resolution No. _____ adopted on the _____ day of _____ **2024,** requested and authorized the State Department of Transportation to proceed with the necessary arrangements to incorporate the construction of the lighting system located **along** Route number **11.**

The State in connection with our request has incorporated the local project with the work of **PIN 9043.54** as set forth in the plans and specifications for said project.

The MUNICIPALITY shall be responsible for energizing and maintenance of proposed lighting as described in the above document and the contract documents.

PIN 9013.39

Engineer's Estimate	**$44,400.**
Federal Aid Eligible	_____
State Share (in dollars)	**$44,400**
Federal Share (in dollars)	**$0.00**
Local Share (in dollars)	**$ 0.00**

RESOLUTION TO MAINTAIN HIGHWAY LIGHTING

P.I.N. 9043.54
Route 11 Retaining wall Replacement Project
City Of Binghamton, Brome County

Resolution Number_____

Resolution of the **City Council** of the MUNICIPALITY of **the City of Binghamton** Agreeing to Maintain, Repair and Energize a Highway Lighting System on or along State Highway within the geographical jurisdiction of the MUNICIPALITY, such highway identified **as Routes 11,** County of **Broome.**

WHEREAS, the State of New York Department of Transportation proposes to construct a State Highway identified as **P.I.N. 9043.54, Route 11 Retaining Wall Replacement, City of Binghamton,** County of **Broome** within the geographical jurisdiction of the MUNICIPALITY of **the City of Binghamton**, and

WHEREAS, the MUNICIPALITY of **the City of Binghamton** approves of such project and desires to have a highway lighting system on such highway within its geographical jurisdiction, and

WHEREAS, the State of New York has agreed to provide as part of the project the following items in connection with a street lighting system

a. **Underground duct system, including plastic conduits, wire, pull boxes and anything necessary to complete the Highway lighting system.**

b. **Five (4) New Highway Light Foundations.**

c. **Five (4) New Highway Light Standards and Five (4) arms with Five (5) LED Luminaries.**

d. **All other components necessary to complete the lighting system.**

All of the above-identified (a-d) items shall be and continue to be the property of the State of New York.

Provided that the MUNICIPALITY of the City of Binghamton agrees to maintain, repair, and energize such highway lighting system for a period of 25 years or until such time as the COMMISSIONER, in his discretion, determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such Highway/Arterial or Interstate.

SCHEDULE A
DESCRIPTION OF PROJECT, FUNDING AND DEPOSIT REQUIREMENTS.

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a. **Underground duct system, including plastic conduits, wire, pull boxes and anything necessary to complete the Highway lighting system.**

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Provided that the MUNICIPALITY of the City of Binghamton agrees to maintain, repair, and energize such highway lighting system for a period of 25 years or until such time as the COMMISSIONER, in his discretion, determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such Highway/Arterial or Interstate.

NOW, THEREFORE, **The City Council**, duly convened, does hereby

RESOLVE, the MUNICIPALITY of **the City of Binghamton** approves of the above subject project; and it is hereby further

RESOLVED, that the MUNICIPALITY of **the City of Binghamton** shall maintain, repair and energize such highway lighting system, and it is hereby further

RESOLVED, that the **City Council** of the MUNICIPALITY hereby authorizes the **Jared Kraham, Mayor**, of the MUNICIPALITY of **the City of Binghamton** to enter into and execute an Agreement with the State of New York and through the Commissioner of Transportation to commit the MUNICIPALITY of **the City of Binghamton** to maintain, at its own expense, the lighting system on the above-identified project, such agreement to provide that the maintenance shall include the repair and replacement of equipment and the furnishing of electric current for the lighting system, and

BE IT FURTHER RESOLVED: that the Clerk of this **City of Binghamton** is hereby directed to transmit **Five (5) certified copies** of the foregoing resolution to the State Department of Transportation to

Matthew Hart
Regional Utility Engineer, R-9
44 Hawley Street
Binghamton, New York 13901
Matthew.hart@dot.ny.gov

4/24/24

Jared Kraham, **Date**
Mayor,

STATE OF NEW YORK)
) **SS:**
COUNTY OF **Broome**)

On this_____day of _____, **2024** before me personally came **Jared Kraham** to me known, who, being by me duly sworn did depose and say that **he** is the **Mayor** of the Municipal Corporation described in and which executed the above instrument; that **he** knows the seal of such Municipality; that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the Legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on _____,**2024** and to which a certified copy is attached and made a part hereof; and that **he** signed **his** name thereto by like order.

_____
Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

TABLE OF CONTENTS

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the 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, 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, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor 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 Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 state agency 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 Contractor in default.

The state agency 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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

To: FOR THE RECORD

From: Matthew Hart, Region 9 Utility Engineer

Subject: Estimated Cost of Energy and Maintenance of Pedestrian Lights,
PIN 904354, RTE 11 Retaining Wall Replacement
City of Binghamton, Broome County

Date: April 15, 2024

Project Lighting Scope: PIN 9043.49 will place Four new Street lights on RTE 11 in City of Binghamton, Broome County as part of retaining wall project.

Lighting Agreement Duration: 25 years

Energy Cost

Number of Lights = 4
1 LED Luminaire costs per year to energize = $60.00
1 Electric meter charge costs per month = $60.00
1 Electric meter charge costs per year = $720.00

Energy cost = ((Number of Lights x energy cost per year of Luminaire) + Electric meter cost per year) x Lighting Agreement Duration =

= ((4 x 60) + 720) x 25 = $24,000.00

Maintenance Cost

LED replacement – Each luminaire replaced 1 time over 25year period at $800.00 per luminaire
2 full replacements within Lighting agreement duration @ $10,000.00 each
900 feet of rewiring during the life of the contract at $15 / per foot; plus, Miscellaneous cost of $5000.

Luminaires = 4 lights x 1 occurrences x $800.00 = $3,200.00.
2 Full replacements @ $10,000.00. = 10,000.00 x 2 = $20,000.00.
Wiring = 900 feet x $15 = $13,500.
Misc. = $5000.

Total Cost = 24,000.00 + 3,200.00 + 20,000.00 + 13,500.00 + 5,000.00 =
$65,700.00

Legislative Branch

RL Number: 24-85

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

Signature: Megan J. Heiman **Date:** 04/29/2024

To Be Completed By Applicant

Proposed Title: A Resolution to accept funding from the Office of the District Attorney's Traffic Diversion Program in an amount not to exceed $66,000 for the installation of cameras to enhance public safety

Executive Summary *(Explain why legislation is necessary)*: This funding will be used to support the installation of cameras to improve public safety in high-crime areas of the City of Binghamton, as identified by the Southern Tier Crime Analysis Center, and assist in local investigative efforts to solve crimes.

Effective Date: (if applicable) 04/19/2024

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 $66,000 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 ☐

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: Broome County Office of the District Attorney

Total project cost: $66,000

Total amount of grant: $66,000

Local match (if any): None

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?): Upfront

Grant Budget Line: H3120.533556.P0078

Grant project manager: Chief Joseph T. Zikuski

Anticipated date of project completion: April 2025

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.

Intro No. 25
Date 4/18/24
Reviewed by Co. Attorney CDS
Date 4/9/24

RESOLUTION

BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2024-167
Date Adopted 4/18/2024
Effective Date 4/19/24

Sponsored By: Finance Committee

Seconded by: Hon. Robert Weslar

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF BINGHAMTON POLICE DEPARTMENT FOR FUNDING FROM THE OFFICE OF THE DISTRICT ATTORNEY'S TRAFFIC DIVERSION PROGRAM FOR 2024-2025

WHEREAS, the District Attorney requests authorization for an agreement with the City of Binghamton Police Department to provide funding from the Office of the District Attorney's Traffic Diversion Program at a cost not to exceed $66,000 for the period April 19, 2024 through April 18, 2025, and

WHEREAS, said funding will be used for the installation of cameras to enhance public safety in high crime areas as identified by the Intelligence Center, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the City of Binghamton Police Department, 38 Hawley Street, Binghamton, New York 13901 for funding from the Office of the District Attorney's Traffic Diversion Program for the period April 19, 2024 through, April 18, 2025, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed $66,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 6004147.06030001.1010. (Other Program Expense), and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes the Director of the Office of Management and Budget to transfer the necessary funds from the Traffic Diversion Reserve to the operating budget to cover the services as described, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

RL Number: 88

Date Submitted:

Legislative Branch

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

Stephen Carson	HUD Manager	6077727028
(Print Name)	*(Title)*	*(Phone number)*

Signature: [signature] **Date:** 10/16/2023

To Be Completed By Applicant

Proposed Title: FY50 HUD ANNUAL ACTION PLAN PRESENTATION TO CITY COUNCIL AND THE MAYOR FROM CDAC

Executive Summary *(Explain why legislation is necessary)*: CDAC shall present to City Council and the Mayor's Office the FY50 approved and voted on CDAC budget. This budget is based on an estimate for the FY50 budget as final numbers have not been released.

No legislation is required.

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 $3,001,000 Funds available in Budget Line n/a Title n/a

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

Additional information related to this RL attached? Yes ☐ No ☑

OFFICE USE ONLY

Mayor: [signature]

Comptroller: [signature]

Corp. Counsel: [signature]

Finance ☐ Planning ☑ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐

City of Binghamton FY50 HUD CDAC Budget

CDBG Projects	Grant	Category	Amount	FY2020 - 2024 Con Plan 5-Year Goal	Project
Administration	CDBG	Admin & Planning	$175,231.11	x	Planning & Admin
Planning	CDBG	Admin & Planning	$29,103.19	x	Planning & Admin
Demolition and Blight Removal	CDBG	Blight	$450,000.00	Reduce Slums and Blight	Demolitions
Code Enforcement	CDBG	Code Enforcement	$214,716.94	Reduce Slums and Blight	Codes
Binghamton Local Development Corporation	CDBG	Economic Development	$38,738.63	Promote Economic Growth	Economic
First Ward Action Council Senior Housing Repair Program	CDBG	Housing	$85,000.00	Increase and Retain Quality Housing	Housing
Homebuyer Assistance and Repairs	CDBG	Housing	$375,000.00	Increase and Retain Quality Housing	Housing
Housing Admin	CDBG	Housing	$27,259.14	Increase and Retain Quality Housing	Housing
Metro Interfaith Binghamton Homeownership Academy	CDBG	Housing	$20,000.00	Increase and Retain Quality Housing	Housing
American Civic Association: Bathroom Rehab	CDBG	Public Facility	$50,000.00	Increased Accessibility	Capital
Association for Vision Rehabilitation and Employment: Façade Improvements	CDBG	Public Facility	$100,000.00	Improve Public Facilities	Capital
Discovery Center of the Southern Tier: Pirate Ship Playground	CDBG	Public Facility	$40,566.00	Improve Public Facilities	Capital
Greater Opportunities for Broome & Chenango: Capital Improvement	CDBG	Public Facility	$104,499.99	Improve Public Facilities	Capital
Mill and Pave: Hayes (Conklin to Webster)	CDBG	Public Facility	$130,000.00	Improve Infrastructure	Streets
ACHIEVE Summer Program	CDBG	Service	$20,000.00	Provide Needed Services	Services
Action for Older Persons Senior Health Insurance Program	CDBG	Service	$17,000.00	Health and Safety	Services
Binghamton Adult Education Out of School Youth Program	CDBG	Service	$12,000.00	Provide Needed Services	Services
Boys & Girls Club Membership Fees	CDBG	Service	$26,125.00	Provide Needed Services	Services
Boys & Girls Club Teen Center	CDBG	Service	$20,000.00	Provide Needed Services	Services
Boys & Girls Club Youth After Hours Program	CDBG	Service	$40,000.00	Provide Needed Services	Services
Broome County Urban League ATTAIN Tech Center	CDBG	Service	$8,760.00	Provide Needed Services	Services
Broome County Urban League Summer and After School Programs	CDBG	Service	$20,000.00	Provide Needed Services	Services
CARES Backpack Program	CDBG	Service	$15,000.00	Provide Needed Services	Services
City of Binghamton Park Ranger Program	CDBG	Service	$10,000.00	Health and Safety	Services
Fairview Recovery Services Opioid Addiction Program	CDBG	Service	$50,000.00	Health and Safety	Services
Mothers and Babies Perinatal Network PAL Center	CDBG	Service	$20,000.00	Provide Needed Services	Services
Safe Streets NoMa Community Center	CDBG	Service	$20,000.00	Provide Needed Services	Services
Triple Cities Makerspace: Welcome Program	CDBG	Service	$20,000.00	Provide Needed Services	Services
VINES Youth Employment Program	CDBG	Service	$20,000.00	Provide Needed Services	Services
		Total CDBG	$2,159,000.00		
		Entitlement	$1,784,000.00		
		Est CDBG Program Income	$375,000.00		

HOME Projects	Grant	Category	Amount	Goal	Project
Housing Admin	HOME	Housing	$68,000.00	Increase and Retain Quality Housing	Housing
Homeowner Rehab Projects	HOME	Housing	$95,000.00	Increase and Retain Quality Housing	Housing
*Unknown Community Housing Development Project	HOME	Housing	$517,000.00	Increase and Retain Quality Housing	CHDO
		Total HOME	$680,000.00		
		Entitlement	$585,000.00		
		Est HOME Program Income	$95,000.00		

ESG Projects	Grant	Category	Amount	Goal	Project
Addiction Center of Broome UP Comfort Center Salaries	ESG	Homeless	$27,740.00	Reduce Homelessness	Homeless
Catholic Charities Teen Transitional Living Program Salaries	ESG	Homeless	$1,543.00	Reduce Homelessness	Homeless
City of Binghamton HMIS Fees	ESG	Homeless	$1,720.00	Reduce Homelessness	Homeless
Family Enrichment Network Homeless Prevention Program	ESG	Homeless	$63,080.00	Reduce Homelessness	Homeless
Outreach Minstries Showers of Hope Salaries	ESG	Homeless	$12,060.00	Reduce Homelessness	Homeless
Volunteers of America Men's Shelter Salaries	ESG	Homeless	$10,400.00	Reduce Homelessness	Homeless
YWCA of Binghamton Women's Shelter Salaries	ESG	Homeless	$11,960.00	Reduce Homelessness	Homeless
YWVA Southside Maon Salaries	ESG	Homeless	$17,897.00	Reduce Homelessness	Homeless
YWCA Street Outreach Salaries	ESG	Homeless	$15,600.00	Reduce Homelessness	Homeless
		Total ESG Entitlement	$162,000.00		

PROPOSED FY50 (CY2024-2025) BUDGET: CDBG, HOME & ESG

Instructions: Put numbers into the red outlined boxes only and everything will calculate. Use the additional worksheets to include specific programs and capital projects. Please be aware of minimums, maximums, and caps, and pay attention to the Notes for each item

CDBG BUDGET	DESCRIPTION	FY50 MINIMUM	FY50 MAXIMUM	Calendar 2023 Expenses	Unencumbered & Available 3/28/2024	FY49 FINAL BUDGET	FY50 BUDGET	NOTES
ADMINISTRATION	ADMINISTRATION & COMPLIANCE	$17,325.00	$175,231.11	$119,375.06	$29,030.63	$129,325.00	$175,231.11	*Includes $6,325 for CDAC stipend and $11,000 for audit. Noting recommended for Finance/IT without documentaion. The rest are salaries in the HUD Admin Dept*
	FAIR HOUSING			$0.00	$20,000.00	$0.00	$0.00	*testing for fair housing as well*
PLANNING	GENERAL PLANNING ACTIVITIES	$7,000.00	$29,103.19	$54,893.46	$145,721.38	$24,000.00	$29,103.19	*Includes $7,000 for GIS service.*
ADMIN & PLANNING TOTAL						$153,325.00	$204,334.30	
	ADMIN & PLANNING CAP						$431,800.00	*PLANNING AND ADMIN CAP = 20%*
ECO DEVELOPMENT	BLDC SUBRECIPIENT SALARIES AND PROJECTS		$38,738.63	$366,911.43	$162,895.65	$349,000.00	$38,738.63	*BLDC Staff salaries, HUD Mgr recommends $0 to utilize older obligated remaining funds*
HOUSING	PROJECT MGMT&COORDINATION		$27,259.14	$73,504.66	$56,671.78	$66,849.30	$27,259.14	*Salaries for Housing staff (partially paid from HOME funds below as well. Linked with HOME admin spending*
CODE ENFORCEMENT	INSPECTION&ENFORCEMENT SVCS		$214,716.94	$247,174.66	$287,422.82	$234,000.00	$214,716.94	*Salaries for Code Enforcement officers.*
PROGRAM DELIVERY TOTAL						$649,849.30	$280,714.71	
	HOME PURCHASE ASSISTANCE AND REPAIRS	$375,000.00		$138,827.20	$557,437.09	$320,000.00	$375,000.00	*All CDBG PI will automatically be applied to this line*
	LEAD & ASBESTOS RISK ASSESSMENT			$4,470.00	$5,000.00	$5,000.00	$0.00	*Housing Dept suggests $0*
	FWAC SENIOR HOUSING REPAIR PROGRAM			$127,598.00	$10,002.64	$85,000.00	$85,000.00	*Involves small repairs for LMI senior households: First Ward Action Council*
	DEMOLITION/BLIGHT REMOVAL			$467,495.65	$82,513.09	$300,000.00	$450,000.00	*May be used to demolish or rehabs to remove blight*
COMM. DEVELOPMENT PROGRAMMING	BINGHAMTON HOMEOWNERSHIP ACADEMY	$20,000.00	$20,000.00	$21,666.67	$0.00	$20,000.00	$20,000.00	*Run by Metro Interfaith, included housing program intake as well*
	PUBLIC INFRASTRUCTURE			$374,367.09	$250,000.00	$250,000.00		*Typically includes milling and paving but can include additional projects in LMI residential areas*
	PARK IMPROVEMENTS			$23,423.19	$231,600.00	$100,000.00		*Includes almost any improvement at LMI area parks and City run Senior Centers.*
	OTHER CAPITAL PROJECTS			$42,333.00	$199,513.28	$150,000.00		
						CAPITAL WORKSHEET	$425,065.99	*Edit the worksheet only*
SUBTOTAL - NON PUBLIC SERVICE ACTIVITIES						$1,230,000.00	$1,355,065.99	
PUBLIC SERVICE PROGRAMMING	HUMAN SERVICES			$238,384.78	$121,382.01	$300,982.70		
					CDBG SERVICES WORKSHEET		$318,885.00	*Edit the worksheet only*
SUBTOTAL - PUBLIC SERVICE ACTIVITIES							$318,885.00	
	PUBLIC SERVICES CAP						$323,850.00	*PUBLIC SERVICE CAP = 15%*
CDBG GRANT						$2,334,157.00	$2,159,000.00	*This includes a PI estimate of XXXX*
CDBG ALLOCATED							$2,159,000.00	
UNOBLIGATED							$0.00	*$300K is PI to be included in revenue*

HOME

HOME BUDGET	DESCRIPTION	FY50 MINIMUM	FY50 MAXIMUM	Calendar 2023 Expenses	Unencumbered & Available	FY49 FINAL BUDGET	FY50 BUDGET	NOTES
ADMINISTRATION	HOUSING ADMIN			$59,805.60	$65,150.70	$65,150.70	$68,000.00	*Salaries for Housing staff (partially paid from CDBG funds above as well). Ignore previous year Maximum for this line*
	ADMIN TOTAL					$65,150.70	$68,000.00	
	ADMIN CAP						$68,000.00	*ADMIN CAP = 10%*
HOME PROGRAMS	REHAB PROJECTS	$95,000.00		$185,508.00	$514,655.88	$175,000.00	$95,000.00	*Owner occupied home rehab funds, all HOME PI will automatically be assigned to this line.*
	TBRA PROGRAM	$0.00	$0.00	$39,383.30	$0.00	$0.00		*Already funded until 2025*
	CHDO SET ASIDE	$102,000.00		$0.00	$1,244,048.77	$411,356.30	$517,000.00	*entitlement and program income must be used for this. Request for 30% AMI targetting and proof of affrimatively targeting underserved population groups*
	PROGRAM TOTALS					$586,356.30	$612,000.00	
HOME GRANT						$651,507.00	$680,000.00	
HOME ALLOCATED							$680,000.00	
UNOBLIGATED							$0.00	*$65,000 is program income, to be included in revenue.*

ESG

ESG BUDGET	DESCRIPTION	FY50 MINIMUM	FY50 MAXIMUM	Calendar 2023 Expenses	Unencumbered & Available 3/28/2024	FY49 FINAL BUDGET	FY50 BUDGET	NOTES
	ADMIN CAP						$12,150.00	*ADMIN CAP = 7.5%*
EMERGENCY SHELTER/STREET OUTREACH PROGRAM	ESG SERVICES WORKSHEET					$96,463.20	$97,200.00	*Edit the worksheet only*
	SHELTER/OUTREACH CAP						$97,200.00	*SHELTER/OUTREACH CAP = 60%*
D REHOUSING/HOMELESS PREVENTION/HMIS PROGI	ESG SERVICES WORKSHEET					$64,308.80	$63,080.00	*Edit the worksheet only*
CITY OF BINGHAMTON HMIS USER FEES		$1,720.00	$1,720.00			$1,720.00	$1,720.00	*HMIS PARTICIPATION REQUIRED BY HUD (City USER FEE FOR FY 48 $1,720). You may put additional funds into this category to fund homeless agencies with HMIS.*
	PROGRAM TOTALS			$163,716.53	$79,202.19 X		$162,000.00	
ESG GRANT						$162,492.00	$162,000.00	
ESG ALLOCATED							$162,000.00	
REMAINING							$0.00	

Includes all street, parks, and construction projects
Add streets, parks, and additional projects in the blank spaces below

Agency	Project	Location	Budget	Request	CDAC Note
American Civic Association	Bathroom Rehab	131 Front St	$50,000.00	$50,000.00	
Association for Vision Rehabilitation and Employment	AVRE Façade Improvements	174 Court St	$100,000.00	$175,000.00	
Discovery Center of the Southern Tier	Pirate Ship Playground	60 Morgan Rd	$40,566.00	$40,566.00	
Greater Opportunities for Broome & Chenango	Capital Improvement	5 West State St	$104,499.99	$106,400.00	
Trinity Amez Community Development	Housing Renovation	3 Lydia St		$50,000.00	Housing Dept Would Like to do as CHDO Instead
Trinity Amez Community Development	Open Space Project	203 Oak St		$50,000.00	Housing Dept Would Like to do Part as CHDO Instead
City of Binghamton	Park Upgrades				
City of Binghamton	Park Upgrades				
City of Binghamton	Park Upgrades				
City of Binghamton	Street Rehab: Hayes-Conklin to Webster		$130,000.00		
City of Binghamton	Street Rehab				
City of Binghamton	Street Rehab				
City of Binghamton	Other Capital Projects				
		Total	$425,065.99		
			0		

Includes all CDBG service programs
Add additional services in the blanks below

		Services CAP>	$323,850.00	14.8%	
		Total Services >	$318,885.00	$479,406.00	
Agency	Project	FY49 Final Budget	FY50 Budget	FY50 Agency Request	Notes
ACHIEVE	Summer Rec Program	$10,000.00	$20,000.00	$20,000.00	
Action for Older Persons	Senior Health Insurance Counseling	$15,000.00	$17,000.00	$21,500.00	
American Civic Association	Multilingual Case Management	$10,000.00	n/a	n/a	Did not apply this year
Binghamton Adult Education	Out of School Youth	$12,000.00	$12,000.00	$20,000.00	
Binghamton Housing Authority	Summer and Afterschool Program	$15,000.00	n/a	n/a	Did not apply this year
Boys & Girls Club of Binghamton	After Hours Teen Program	$50,000.00	$40,000.00	$50,000.00	
Boys & Girls Club of Binghamton	Teen Center	$20,000.00	$20,000.00	$20,000.00	
Boys & Girls Club of Binghamton	Summer Program Fee	$19,975.00	$26,125.00	$26,125.00	
Broome County Urban League	ATTAIN Technology Center	$8,760.00	$8,760.00	$19,960.00	
Broome County Urban League	Afterschool and Summer Program	$15,000.00	$20,000.00	$30,000.00	
CARES	Backpacks	$15,000.00	$15,000.00	n/a	Did not apply this year
Catholic Charities of Broome County	TTLP (using CDBG funding)	n/a		$58,240.00	
City of Binghamton	Park Rangers	$10,247.70	$10,000.00	?	
City of Binghamton	Community Policing	$0.00		?	
Fairview Recovery	Opioid Case Manager	$55,000.00	$50,000.00	n/a	Did not apply this year
Literacy Volunteers of Broome-Tioga	Adult Literacy Education	n/a	$0.00	$40,000.00	
Mothers and Babies Perinatal Network	PAL Family Resource Center	$15,000.00	$20,000.00	$20,000.00	
Safe Streets/NoMa Community Center	NoMa Community Center	$15,000.00	$20,000.00	$90,581.00	
Triple Cities Makerspace	Welcome to the Makerspace	n/a	$20,000.00	$30,000.00	
VINES	Grow Binghamton	$15,000.00	$20,000.00	$33,000.00	

FY50 ESG Funding

STREET OUTREACH/EMERGENCY SHELTER			Non HP/RR Max =	$97,200.00					
Agency	Program	Type	Request	Base Salary	FY49 Final Budget	FY50 COC Rec	Budget	COC Notes	Steve Other Notes
Addiction Center of Broome	UP Comfort Center	ES	$39,618.00	$20,800.00	n/a	$19,800.00	$27,740.00	just base salary	
Catholic Charities	TTLP	ES	$127,598.00	$82,182.00	$30,311.00	$11,543.00	$1,543.00	just base salary	CDAC has further concerns
Outreach Ministries of Southern T	OM/Showers of Hope	SO	$70,000.00	$12,060.00	n/a	$10,000.00	$12,060.00	just base salary	
Volunteer of America	Men's Shelter	ES	$24,800.00	$10,400.00	$6,330.35	$10,400.00	$10,400.00	just base salary	
YWCA	Emergency Housing Prograr	ES	$131,204.00	$92,241.00	$45,578.55	$11,960.00	$11,960.00	just base salary	
YWCA	Southside Manor	ES	$111,802.00	$79,785.00	n/a	$17,897.00	$17,897.00	just base salary	
YWCA	Street Outreach	SO	$31,581.00	$15,600.00	$14,243.30	$15,600.00	$15,600.00	just base salary	
					Total		$97,200.00	< Maximum is $97,200	

RAPID REHOUSING/HOMELESS PREVENTION/HMIS								
Agency	Program	Type	Request	Base Salary	FY49 Final Budget	FY50 COC Rec	Budget	COC Notes
City of Binghamton	HMIS Fees	HMIS	$1,720.00	n/a	$1,720.00	$1,720.00	$1,720.00	
Family Enrichment Network	Caring Homes	HP	$60,425.00	n/a	$64,308.80	$63,080.00	$63,080.00	fully funded with additional funding to go to Client Asst only

Total ESG Available	$162,000.00
Amount Remaining	$0.00

FY50 PI Estimate

FY	CDBG PI	HOME PI
2020	$378,156.20	$30,235.25
2021	$423,028.27	$113,865.66
2022	$324,085.66	$143,818.65
FY50 Estimate	$375,000.00	$95,000.00

RL Number: 24-89

Date Submitted: _____

Legislative Branch

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. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

Sophie Bergman	Corp Counsel	(607) 772 - 7013
(Print Name)	*(Title)*	*(Phone number)*

(Additional Presenters)

To Be Completed By Applicant

Proposed Title:

Rescind a portion of permanent ordinance O6-46

Executive Summary *(Explain why legislation is necessary)*:

To facilitate proposed property transfer and remove unnecessary property conversion requirement (paragraph 2).

Effective Date: (if applicable) 05/08/2024

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.

RL related to previously adopted legislation: Perm. number O06-46, adoption date ~~05/01/2024~~ 10/1/2006

Contract: Person/Company _____

Total Cost _____ Funds available in Budget Line _____ Title _____

Public Hearing required? Yes ☐ Not Applicable ☑ **SEQRA required?** Yes ☐ Not Applicable ☑

Additional information related to this RL attached? Yes ☑ No ☐

Expedition requested for this RL? Yes ☑ No ☐

Please explain why expedition is necessary:

To complete proposed transactions

Ord. 06-51

Legal Counsel Approval

R.L 06-213

Intro. No. ~~Reso 06-124~~

Perm. No. Ord. 06-46

IN

THE COUNCIL OF THE CITY OF BINGHAMTON

STATE OF NEW YORK

Dated: October 2, 2006

Sponsored by Councilmember(s): Papastrat, Russo, Gerchman, Massar, Weslar, Kramer, Rennia, Cordisco

Introduced by Committee(s) on: Finance

ORDINANCE

entitled

AN ORDINANCE AUTHORIZING THE SALE OF 154 MURRAY STREET TO BETTY AND VICTOR SALCEDO FOR $15,000.

WHEREAS, the City acquired title to certain real property located at 154 Murray Street tax map no. 02-0006-054 (the "Premises") pursuant to an In Rem tax foreclosure proceeding; and

WHEREAS, on August 22, 2006, Victor Salcedo, on behalf of Betty and Victor Salcedo, submitted an Offer to Purchase the Premises for $15,000; and

WHEREAS, the offer proposes to convert the Premises from a two family dwelling to a single family dwelling and to make certain improvements to the Premises, all as described by the attached letter from Victor Salcedo dated August 22, 2006; and

WHEREAS, the Board of Estimate and Apportionment reviewed this purchase offer and suggested that the proposed sale be approved subject to the conditions set forth in the August 22 letter and further that a performance guaranty in a form acceptable to the Corporation Counsel, be submitted by the purchasers; and

WHEREAS, based on the foregoing, the Assessor of the City of Binghamton determined the proposed price to be fair and equitable; and

WHEREAS, the Council has determined that the sale is in the best interest of the City.

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

Section 1. The Council hereby authorizes the Mayor to enter into a contract of sale and to execute all necessary and appropriate documents to sell 154 Murray Street, tax map no. 02-0006-054, to Betty and Victor Salcedo pursuant to an Offer to Purchase dated August 22, 2006, for $15,000, to be paid by certified or bank check.

Section 2. That such sale will be subject to the following conditions: (1) to convert the Premises from a two family dwelling to a single family dwelling and to make certain

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

Dated: October 2, 2006

Sponsored by Councilmember(s): Papastrat, Russo, Gerchman, Massar, Weslar, Kramer, Rennia

improvements to the Premises, all as described by the attached letter from Victor Salcedo dated August 22, 2006; and (2) a performance guaranty in a form acceptable to the Corporation Counsel, be submitted by the purchasers.

Section 3. That this ordinance shall take effect immediately.

BROOME COUNTY – STATE OF NEW YORK
RICHARD R. BLYTHE, COUNTY CLERK
60 HAWLEY STREET, P.O. BOX 2062
BINGHAMTON, NY 13902

COUNTY CLERK'S RECORDING PAGE
*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****

BOOK/PAGE: D2507 / 465
INSTRUMENT #: 201600027288

Receipt#: 20160817976
Clerk: DW
Rec Date: 11/02/2016 02:06:19 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4
Rec'd Frm: POPE & SCHRADER & POPE LLP

Party1: SALCEDO VICTOR
Party2: ROUNDS ELIZABETH A
Town: CITY OF BINGHAMTON

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
Sub Total:	195.00
Transfer Tax	
Transfer Tax - State	74.00
Transfer Tax - County	18.50
Sub Total:	92.50
Total:	287.50

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: TT001476
Transfer Tax
Consideration: 18500.00

Transfer Tax - State	74.00
Transfer Tax - County	18.50
Total:	92.50

WARNING***

This sheet constitutes the clerks endorsement, required by Section 316-A (5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH.

Richard R. Blythe
Broome County Clerk

Record and Return To:

ELIZABETH & BLAIR ROUNDS
3495 SADDLEMIRE RD
BINGHAMTON, NY 13903

This Indenture, *made the* 22nd *day of* September *, 2016*

Between

VICTOR SALCEDO, of 144 Murray Street, Binghamton, New York 13905,
BETTY SALCEDO, of 152 Murray Street, Binghamton, New York 13905,

grantor,

And

ELIZABETH A. ROUNDS AND BLAIR K. ROUNDS, of 3495 Saddlemire Road, Binghamton, New York 13903, as joint tenants with right of survivorship,

grantee,

Witnesseth *that the grantor, in consideration of One Dollar, lawful money of the United States and other good and valuable consideration, paid by the grantee, does hereby grant and release unto the grantee, the survivor of them and the heirs, executors and assigns of the survivor of them forever,*

All *that tract or parcel of land,* situate in the City of Binghamton, County of Broome and State of New York being more particularly described on Schedule "A" attached hereto and made a part hereof.

Being the same premises conveyed to Victor Salcedo and Betty Salcedo by Quitclaim Deed of the City of Binghamton, dated November 8, 2006 and recorded on November 14, 2006 in the Broome County Clerk's Office in Book 2169 of Deeds at page 543.

The above described premises are conveyed subject to all easements, covenants and restrictions of record, to the extent that they are presently in force and effect.

Together *with the appurtenances and all the estate and rights of the grantor in and to said premises,*

To have and to hold *the premises herein granted unto the grantee, the survivor of them and the heirs, executors and assigns of the survivor of them forever.*

And *said grantor covenants as follows:*

First *That the grantee shall quietly enjoy the said premises;*

Second *That said grantor will forever* ***warrant*** *the title to said premises.*

This conveyance is subject to the trust fund provisions of Section Thirteen of the Lien Law.

***In Witness Whereof**, the undersigned has hereunto signed on the day and year first above written.*

In Presence of:

VICTOR SALCEDO

BETTY SALCEDO

STATE OF NEW YORK)
) ss:
COUNTY OF BROOME)

On the 22nd day of September in the year 2016, before me, the undersigned, personally appeared **VICTOR SALCEDO**, 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

JESSICA GUTIERREZ
NOTARY PUBLIC STATE OF NEW YORK
No. 01GU6335611
QUALIFIED IN TIOGA COUNTY
MY COMMISSION EXPIRES 01/19/2020

STATE OF NEW YORK)
) ss:
COUNTY OF BROOME)

On the 28th day of October in the year 2016, before me, the undersigned, personally appeared **BETTY SALCEDO**, 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

JESSICA GUTIERREZ
NOTARY PUBLIC STATE OF NEW YORK
No. 01GU6335611
QUALIFIED IN TIOGA COUNTY
MY COMMISSION EXPIRES 01/19/2020

RECORD AND RETURN TO:
Name: ELIZABETH AND BLAIR ROUNDS

Address: 3475 SADDLEMIRE RD
BINGHAMTON, NY 13903

R:\ABrassard\Sellers Package\Salcedo-161510-JG-072016.wpd

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situated in the City of Binghamton, County of Broome and State of New York, lying on the west side of the Chenango River and on the east side of Murray Street and known as Lot Number Thirty-nine (39) in Murray Place, so called according to a map of the survey and subdivision of said place made by William Wentz, December 1, 1853, recorded in Broome County Clerk's Office in Book of Deeds No. 41, page 204, to which reference is made for a more particular description. Said lot is fifty (50) feet front and rear and one hundred forty-seven (147) feet deep, be the same more of less.

Said parcel is known and identified on the Broome County Tax Rolls as 154 Murray Street, Binghamton, New York, Tax Map Number 02-0006-054.

SUBJECT TO the following conditions: (i) the party of the second part will convert said parcel from a two family dwelling to a single family dwelling within one year from the date hereof and it may only be used as a single family dwelling thereafter; and (ii) if said parcel is not converted within the year, the City of Binghamton will have a right of reverter and may enforce this condition in a court of appropriate jurisdiction.

Legislative Branch

RL Number: 24-90

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. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

Sophie Bergman	Corp Counsel	(607) 772 - 7013
(Print Name)	*(Title)*	*(Phone number)*

(Additional Presenters)

To Be Completed By Applicant

Proposed Title:

Rescind a portion of permanent ordinance O23-155

Executive Summary *(Explain why legislation is necessary)*:

To facilitate proposed property transfer and remove unnecessary property merger requirement (paragraph 2(ii)).

Effective Date: (if applicable) 05/08/2024

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.

RL related to previously adopted legislation: Perm. number O23-155, adoption date 12/6/2023

Contract: Person/Company_____

Total Cost _____ Funds available in Budget Line _____ Title_____

Public Hearing required? Yes ☐ Not Applicable ☑ **SEQRA required?** Yes ☐ Not Applicable ☑

Additional information related to this RL attached? Yes ☑ No ☐

Expedition requested for this RL? Yes ☑ No ☐

Please explain why expedition is necessary:

To complete proposed transactions

Legal Counsel Approval

RL 23-245

Introductory No. O23-156

Permanent No. O23-156

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: December 6, 2023

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

Introduced by Committee: Finance

ORDINANCE
entitled
AN ORDINANCE AUTHORIZING THE SALE OF
22 CHARLES STREET TO THE BINGHAMTON
LOCAL DEVELOPMENT CORPORATION

WHEREAS, the City of Binghamton is the owner of certain real property located at 22 Charles Street, Binghamton, New York, Tax Parcel No. 144.78-2-1 (the "Premises"); and

WHEREAS, the City received an Offer to Purchase the Premises from the Binghamton Local Development Corporation (BLDC) (the "Applicant") for $1 in support of the development of the Charles Street Business Park; and

WHEREAS, the City has no public use for the Premises; and

WHEREAS, the Assessor of the City of Binghamton has determined that the sale price to be fair and equitable; and

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on December 6, 2023.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain by at least a three-fourths vote as follows:

Section 1. That the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into a contract of sale and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to transfer the Premises to the BLDC by Quitclaim Deed for $1 to be paid by cash, certified check, or local bank check.

Section 2. This transfer is subject to the following conditions (i) the Premises may only be used for purposes designated by the BLDC and (ii) the Premises must be merged with the Applicants' adjacent property located at 30 Charles Street, Binghamton, New York, Tax Parcel No. 144.70-1-31.1, within two years of the date of this legislation.

Section 3. That this Ordinance shall take effect immediately.

Introductory No. O23-156

Permanent No. 023-156

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

AN ORDINANCE AUTHORIZING THE SALE OF 22 CHARLES STREET TO THE BINGHAMTON LOCAL DEVELOPMENT CORPORATION

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

12/6/23
Date

City Clerk

12/7/23
Date Presented to Mayor

12/7/23
Date Approved

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 12/6/23. Approved by the Mayor on 12/7/23

State Environmental Quality Review Act

NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number: None

Date: December 6, 2023

This Notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Binghamton City Council as lead agency has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Sale of City-owned real property at 22 Charles St.

SEQRA Status: Type 1 ☐
Unlisted ☑

Conditioned Negative Declaration: Yes ☐
No ☑

Description of Action:

Sale of 22 Charles St to the Binghamton Local Development Corp. (BLDC) to facilitate marketing of property as part of adjacent Charles St Business Park.

Location: 22 Charles St, Binghamton, Broome County, New York

Reasons Supporting This Determination:

The proposed action is the sale of vacant real property to the BLDC.

The lead agency has reviewed an Environmental Assessment Form and the criteria contained in 6 NYCRR 617.7 (c) to identify the relevant areas of environmental concern, thoroughly analyzed the identified relevant areas of environmental concern, and determined that the action will not have a significant adverse impact on the environment for the following reasons:

- The proposed sale will not conflict with an adopted land use plan or zoning regulations.
- The proposed sale will not impair the character or quality of the existing community.
- The proposed sale will not have an impact on a Critical Environmental Area.
- The proposed sale will not impact traffic or infrastructure, energy use, or water and sewer infrastructure.
- The proposed sale will not negatively impact important historic resources.
- The proposed sale will not result in an adverse impact to natural resources, erosion and flooding, or human health.

For Further Information

Contact Person: Giovanni Scaringi, President
City of Binghamton City Council

Address: City Hall
38 Hawley Street
Binghamton, NY 13901

Telephone Number: 607-772-7005 (City Clerk's Office)

RL Number:
24-93

Date Submitted:
_____

Legislative Branch

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. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

Nate Hotchkiss	4th District Councilmember	607-772-7236
(Print Name)	*(Title)*	*(Phone number)*

(Additional Presenters)

To Be Completed By Applicant

Proposed Title:

Pushcart Additional Regulations Amendment

Executive Summary *(Explain why legislation is necessary)*:

Amend Charter §307-35. Additional regulations. F to read "Vending shall be permitted only between the hours of 6:00 a.m. and 1:00 a.m the following day."

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.

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

Contract: Person/Company_____

Total Cost _____ Funds available in Budget Line _____ Title_____

Public Hearing required? Yes ☐ Not Applicable ☑ **SEQRA required?** Yes ☐ Not Applicable ☑

Additional information related to this RL attached? Yes ☑ No ☐

Expedition requested for this RL? Yes ☐ No ☑

Please explain why expedition is necessary:

when fund-raising activities by nonprofit organizations take place (duly licensed under this Code) which involve the selling of food and refreshment items. It shall be the duty of the Director of Recreation to notify all permit holders when such events are scheduled to take place.

(2) Downtown Binghamton areas. The following rectangular spaces shall be marked and numbered by painting the number of the space on the sidewalk by the Public Works Department. The Department of Public Works will work with the Planning Department and make reasonable efforts not to locate these spaces within 100 feet of a business dealing in the same type of goods. [Amended 4-4-2005 by Ord. No. 05-17]

(a) Space 1: on the south side of Court Street at the Chenango River along the River Promenade behind No. 2 Court Street.

(b) Space 2: along the north side of Main Street between Front Street and Oak Street.

(c) Space 3: on the northeast corner of the intersection of Washington Street and Court Street.

(d) Space 4: on Collier Street between Court Street and Hawley Street.

(e) Space 5: on the east side of Exchange Street between Court Street and Hawley Street.

(f) Space 6: on the west side of State Street between Henry Street and Lewis Street.

(3) After the determination of the six vendors to be granted stationary pushcart licenses pursuant to § 307-33, the determination as to which vendor shall have the use of each of the six designated spaces set forth in Subsection B(2) shall also be determined by lottery. [Amended 4-4-2005 by Ord. No. 05-17]

§ 307-35. Additional regulations. [Amended 4-4-2005 by Ord. No. 05-17]

In addition to those regulations generally applicable to peddler's licenses as set forth at Article II of this chapter which are not in conflict with the specific provisions of this article, the following regulations are applicable:

A. All permits issued hereunder shall be valid for a period of one year, expiring at 12:00 midnight of the second Monday of March.

B. All inventory shall be kept within the cart and out of the public view.

C. The area surrounding the carts shall be kept clear of trash, debris, snow and ice and the vendor shall provide a garbage can for the use of his or her customers and shall properly dispose of all trash collected in that receptacle. Proper disposal of all trash so collected shall not include disposal of the trash by placing it in the public trash receptacles provided by the City of Binghamton.

D. No animals shall be kept by the vendor near the stand.

E. Parking meters, utility poles, sign poles or property other than the cart operated by the permit holder shall not be used by the permit holder for any purpose, including advertising.

F. Vending shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m.

G. Carts shall be removed at the end of each business day.

H. Carts shall not obstruct free public passage on sidewalks or malls.

CITY OF CORTLAND | OFFICE OF THE CITY CLERK

CITY HALL • 25 COURT ST. • CORTLAND NY 13045 | PHONE (607) 756-6521

ANDREW T. JEWETT
CITY CLERK

Resolution No. 51 **Request to New York State Senator Lea Webb and Assembly Member Anna Kelles for Introduction of Home Rule Legislation to Amend Tax Law to Authorize the Collection of an Occupancy Tax in the City of Cortland**

WHEREAS, Section 1202 of the New York State Tax Law allows municipalities to adopt and amend local laws imposing a tax upon persons occupying hotel or motel rooms, bed and breakfast, and other tourist rental stay facilities; AND

WHEREAS, the City of Cortland had prior authorization under New York State Tax Law 1202-gg which expired and was repealed on September 1, 2023; AND

WHEREAS, the home rule authority granted by that legislation (A09816/S07778; Signed as Chapter 361 of 2020) was not implemented; AND

WHEREAS, the City is now prepared and budgeted to implement this occupancy tax and seeks the support of the City's elected representatives in the New York State Senate and Assembly as previously requested and communicated in meetings and through a January 24, 2024 letter to Senator Webb and Assembly Member Kelles after discussion and acknowledgment by the Common Council; AND

WHEREAS, upon the introduction of legislation, the City of Cortland will take further action to submit a home rule request pursuant to Article IX of the Constitution in support of legislation to authorize the City to implement a hotel and motel tax rate of up to three percent (3%) of the per-diem rental rate for each room; NOW, THEREFORE, BE IT

RESOLVED, that the City of Cortland Common Council finds that the implementation of a hotel and motel tax rate would benefit the City by providing additional revenues for the promotion of tourism, cultural programs, parks and recreation, and the critical infrastructure and capital improvements necessary to support those items; AND BE IT FURTHER

RESOLVED, that the Common Council hereby requests that New York State Senator Lea Webb and Assembly Member Anna Kelles, as elected representatives of the City of Cortland introduce legislation to authorize the City to adopt a local law to renew the authority to implement the hotel and motel tax rate at a rate up to three percent (3%) of the per-diem rental rate for each room; AND BE IT FUTHER

RESOLVED, that the Common Council requests the bill be drafted and introduced consistent with Chapter 361 of 2020, and to include additional language clarifying that for the purposes of the particular section of law, definition of the terms "hotel" or "motel" are to mean and include any facility providing lodging on an overnight basis and shall include those facilities designated and commonly known as "bed and breakfast" and "tourist" facilities; AND BE IT FURTHER

RESOLVED, that the Common Council requests the bill include additional language for the purpose as to enable authorized local law(s) enacted by the City to provide that any tax imposed shall be paid by the person liable therefor to the owner of the hotel or motel room occupied or to the person entitled to be paid the rent or charge for the hotel or motel room occupied for and on account of the City of Cortland imposing the tax and that such owner or person entitled to be paid the rent or charge shall be liable for the collection and payment of the tax; AND BE IT FURTHER

RESOLVED, that the Common Council requests the bill include additional language relating to the deposit of revenues resulting from the imposition of the tax be added with the purpose as to authorize the City to retain the necessary revenue, in an amount not to exceed four percent of the total revenue, to defer the expense of the city in administering such tax and the balance of such revenues shall be allocated to the promotion of tourism, cultural programs, parks and recreation, and the critical infrastructure and capital improvements necessary to support those activities, including all financial costs and obligations incurred by the city related to the creation of such events and activities as so determined by the City of Cortland Common Council; AND BE IT FURTHER

RESOVLED, that the City Clerk is hereby directed to forward certified copies of this resolution to New York State Senator Lea Webb and Assembly Member Anna Kelles.

Motioned by: Council Member Lane

Seconded by: Council Member Schutt

Approved: Ayes – 5 [Schutt, Silliman, Pennello, Lane, Beckwith]
Nays – 0

I, ANDREW T. JEWETT, CITY CLERK OF THE CITY OF CORTLAND, HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE, AND ACCURATE COPY OF A RESOLUTION ADOPTED BY THE CITY OF CORTLAND COMMON COUNCIL AT A MEETING HELD ON APRIL 16, 2024, AT WHICH A QUORUM WAS PRESENT THROUGHOUT, AND THE REQUIRED MAJORITY VOTED IN FAVOR OF.

Andrew T. Jewett

ANDREW T. JEWETT, CITY CLERK **DATE: APRIL 18, 2024**

Broome County 5% Occupancy Tax Revenue	2019	2020	2021	2022	2023
HOLIDAY INN ARENA/ARENA HOTEL CORPORATION	$ 190,251	$ 60,251	$ 148,848	$ 211,470	$ 222,301
BHCC II, LLC - DOUBLE TREE BY HILTON - BINGHAMTON	$ 365,673	$ 165,248	$ 255,794	$ 324,956	$ 396,678
TOTAL	**$ 555,924**	**$ 225,499**	**$ 404,642**	**$ 536,425**	**$ 618,979**

Stadium Expenses, Annually, Estimated

Bond Payments	$ 690,000
BURA / Maintenance	$ 45,000
TOTAL	**$ 735,000**