



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

Hadassah Mativetsky, City Council President
Sarah Dinhofer, City Clerk

**BOARD OF ESTIMATE & APPORTIONMENT
MINUTES
City Council Chambers – Binghamton City Hall
Wednesday, May 8, 2024**

I. CALL TO ORDER

At 11:10 AM by Mayor Kraham

II. ROLL CALL

Present: Jared Kraham, Mayor; Joshua Paludi, Acting DPW Commissioner; Ron Lake, City Engineer; Sophie Bergman, Corporation Counsel; Chuck Shager, Comptroller
Also Present: Sarah Dinhofer, City Clerk

III. APPROVAL OF MINUTES

Request to approve the minutes from 5/1/2024

- a. Motion: Lake
- b. Second: Paludi
- c. Vote: 5-0-0-0

IV. NEW BUSINESS

Introductory Ordinance O24-31. An Ordinance to amend the 2019 and 2020 HUD admin & housing budget for consolidation of unused lines for spending on housing program

- a. Motion: Shager
- b. Second: Paludi
- c. Vote: 5-0-0-0

Introductory Ordinance O24-34. An Ordinance to amend the 2024 Budget to increase Professional Services for appraisal services by decreasing Contingency

- a. Motion to enter recess: Lake
 - 1. Second: Paludi
 - 2. Vote: 5-0-0-0
- b. Motion to exit recess: Shager
 - 1. Second: Paludi
 - 2. Vote: 5-0-0-0
- c. Motion: Shager
 - 1. Second: Paludi
 - 2. Vote: 5-0-0-0

Budget Transfer.



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

Hadassah Mativetsky, City Council President
Sarah Dinhofer, City Clerk

Transfer from:

\$10,000 A1640.54110 (Vehicle Parts)

Transfer To:

\$10,000 A1640.54102 (General Operating Supplies)

\$10,000

\$10,000

- a. Motion: Shager
- b. Second: Paludi
- c. Vote: 5-0-0-0

V. MOTION TO ADJOURN

- a. Motion: Shager
- b. Second: Paludi
- c. Vote: 5-0-0-0



Legislative

RL Number:	24-87
Date Submitted:	

Waiting on attachment

City Clerk, City Hall, Binghamton, NY 13905

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 <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



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.

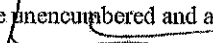
NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

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. 022-62


Permanent No. 022-62

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

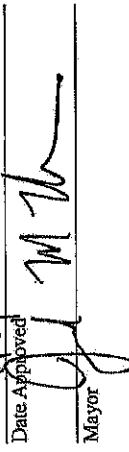
The within Ordinance was adopted by the Council of
the City of Binghamton.

Date 4/6/22


City Clerk

Date Presented to Mayor
4/7/22

Date Approved
4/7/22



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. 



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.

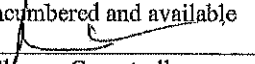
NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

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

[Signature]
City Clerk

2/10/22
Date Presented to Mayor

2/10/22
Date Approved

[Signature]
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. [Signature]



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 Comptroller. Signature: _____ Date: _____

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



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

Date: May 22, 2024

Sponsored by Council Members:
Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO MODIFY ORDINANCES
22-14 AND 22-62**

WHEREAS, on February 9, 2022 City Council adopted Permanent Ordinance O22-14 to amend the 2022 General Fund Budget to allocate American Rescue Plan Act (ARPA) funds for additional Coronavirus expenses and supplies; and

WHEREAS, on April 6, 2022 City Council adopted Permanent Ordinance O22-62 to account for lost revenue of \$964,943 per the ARPA guidelines; and

WHEREAS these ordinances resulted in remaining unused ARPA funds in accounts relating to those ordinances and the Comptroller has requested that City Council move back these unspent funds to be reallocated in the 2024 General Fund budget; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on May 22, 2024.

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 Acting City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2024 General Fund budget to reallocate funds unspent in O22-14 and O22-62 as follows:

- (i) \$12,592.49 decrease expense budget line A1210.525900.F0015 (CORONA VIRUS EXPENSES)
- (ii) \$12,592.49 decrease revenue budget line A.44089.F0015 (FEDERAL AID-OTHER ARPA)
- (iii) \$339,778.29 decrease revenue budget line A.44089.F0015 (FEDERAL AID-OTHER ARPA LOSS REV)
- (iv) \$339,778.29 decrease revenue budget line A.49999 (FUND BALANCE LOSS REVENUE)

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. O24-41

Permanent No. _____

Sponsored by City Council Members:

AN ORDINANCE TO MODIFY ORDINANCES 22-14 AND 22-62

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

Date

City Clerk

Date Presented to Mayor

Date Approved

Mayor

	Ayes	Nays	Abstain	Absent
Councilmember Porter				
Councilmember Middleton				
Councilmember Cavanaugh				
Councilmember Hotchkiss				
Councilmember Mativetsky				
Councilmember Kosty				
Councilmember Dundon				
Total				

Code of the City of Binghamton

Adopted Defeated

____ Ayes ____ Nays ____ Abstain ____ 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 _____. Approved by the Mayor on _____.



Legislative Branch

RL Number:
101
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

Jeff Kruger Water / Sewer Superintendent 607) 343 9027

(Print Name) MATT MARKO, Brown + Caldwell (Title) (Phone number)

Signature: _____ Date: _____

To Be Completed By Applicant

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with Brown and Caldwell Associates for water system improvements, regulatory and planning services in an amount not to exceed \$149,855.

Executive Summary (Explain why legislation is necessary): Professional services agreement to provide development of Electronic O&M Manual; Testing and Reporting Protocol Development; EPA Quarterly Reporting; Facility Inspection Plans; Preliminary Master Plan and other project management duties. Selection of firm follows public RFQ process. Budget line H8320.525105.F0015 — Water Plant Improvements

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 Brown and Caldwell Start/End Date _____

Total Cost \$149,855. Funds available in Budget Line H8320.525105.F0015 Title Water Plant Improvements

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

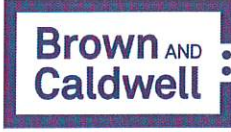
Additional information related to this RL attached? Yes No

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

247 West Fayette Street, Suite 206
Syracuse, NY 13202-1201

T: 315.345-1440

May 14, 2024



Honorable Jared Kraham
Mayor, City of Binghamton
Binghamton City Hall, Mayor's Office
38 Hawley Street, 4th Floor
Binghamton, NY 13901

Subject: Water Filtration Plant Process Improvement Project - Proposal

Dear Mayor Kraham,

Brown and Caldwell (BC) considers it a privilege to provide the City of Binghamton the attached proposal. Included is a detailed scope of work that we developed in coordination with Superintendent of Water and Sewer Jeff Kruger. The scope of work is intended to directly address the tasks outlined in EPA Administrative Order (Docket No. SDWA-02-2024-8036). BCA will work in collaboration with the City Water Department, under the leadership of Superintendent Kruger.

The goal of this project is to effectively and efficiently build on City efforts to bring the items in the Order to full resolution and set the Water Department up for success as a modern, future facing drinking water utility. BC will provide the additional resources necessary to reach compliance with EPA, New York State Department of Health, and Broome County Department of Environmental Health. In discussing with Mr. Kruger, some of the tasks require BC to do the work entirely, some require BC to add to efforts already underway by the City, and some require BC to provide only review of and advisory support to City efforts. Our scope reflects the current needs of the City.

The only item that is beyond the regulatory requirement, is to advance the Operations and Maintenance (O&M) Manual to a modern "electronic" or eO&M Manual, which will be a tool for regulatory compliance (required), but much more. The eO&M Manual will help in training new and existing staff, downloading institutional knowledge for succession planning, simplifying the use and updating of facility data, including video, image, and map formats, as well as maximizing accessibility through search functions.

The investment in this project not only addresses regulatory requirements, but at the same time provides a roadmap for continued safe and reliable drinking water while improving effectiveness and efficiency in department operations for the future.

If you should have any questions, do not hesitate to call me at the number above.

Respectfully,

Brown and Caldwell Associates

Handwritten signature of Matthew J. Marko in blue ink.

Matthew J. Marko, PE, BCEE, F.ASCE
Project Manager

Handwritten signature of Geoffrey M. Grant in blue ink.

Geoffrey M. Grant, PE
President

Cc: Lauren Fahnestock, Senior Technical Advisor
Katie Porter, Regulatory Compliance Advisor
Clayton Johnson, Planning and Design Services
Chris Somerlot, eO&M Manual Development

AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF BINGHAMTON, NEW YORK
AND BROWN AND CALDWELL ASSOCIATES
FOR WATER SYSTEM REGULATORY AND PLANNING SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 2024 by and between CITY OF BINGHAMTON, NEW YORK, hereinafter referred to as "Client," and Brown and Caldwell Associates, a Tennessee corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to provide water system regulatory and planning services;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated May 14, 2024. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "Scope of Work," dated May 14, 2024 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed

in accordance with Consultant's standard compensation terms at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and

Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 180 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications,

whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.

4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Matthew Marko	Name:
Project Manager	Title:
Brown and Caldwell Associates	Client's Name:
247 West Fayette Street, 4 th Floor	Address:
Syracuse, NY 13202	Fax:

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery

of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell Associates
Signature 

Printed Name: Geoffrey M. Grant

Title: President

Federal Tax ID number: 62-1450274

City of Binghamton, New York

Signature _____

Printed Name _____

Title _____

Exhibit A: Description of Project

Water System Improvements, City of Binghamton Public Water System (NY0301651)

The project is intended to address the tasks outlined in EPA Administrative Order (Docket No. SDWA-02-2024-8036). The goal of this project is to partner with City of Binghamton Water Department (City), under the leadership of Jeffrey Kruger, Superintendent of Water/Sewer, and provide the additional resources necessary to reach compliance with EPA, New York State Department of Health (NYSDOH), and Broome County Department of Environmental Health. Some of the project tasks require BC to do the work in the entirety, some require BC to add to efforts already underway by the City, and some require BC to provide only review and advisory support. The project will build effectively and efficiently on City efforts to bring the items in the Order to full resolution and set the Water Department up for success as a modern, future facing drinking water utility.

Exhibit B: Scope of Work

Water System Improvements, City of Binghamton Public Water System (NY0301651)

Task 1: Electronic O&M Manual Development

This Task includes the development of electronic O&M (eO&M) manual based on the City's current operation and maintenance activities.

- Review of the City's existing O&M manual(s), SOPs, operational documentation, SCADA descriptions, setpoints, vendor diagrams and documentation, and emergency procedures
- Prepare a gap assessment based on the City's current O&M manuals and alignment with best practices
- Prepare a sample chapter using the City's information
- Prepare level of effort (scope and fee) to close O&M information gaps and prepare eO&Ms
- Develop response to EPA Administrative Order – assist with/address Par. 51 of AO and Significant Deficiency No. 15 of Records Review/Inspection Report
- Develop a SharePoint architecture that provides structured content
- Configure and implement eO&M SharePoint site
- Populate content for these sections:
 - Plant History and Overview
 - Includes what City describes as "Facts and Figures" such as SCADA
 - Raw water pumping
 - Chemical Building
 - Basins
 - Filters
 - Clearwell
 - Waste water processing
 - Emergency Procedures (either as separate section or as part of sections above)
- Facilitate training sessions on eO&M SharePoint
 - One (1) in-person training workshop, recorded for future reference and use
 - Provide Administrators Guide and Users Guide
- Include tabs for Metering, Distribution, and Sewer Departments

Task Assumptions:

- BC will have access to the City's SharePoint per discussion with City IT Department and the City will host and maintain the eO&M SharePoint within the City IT environment
- BC will have access to existing paper and electronic content (will be on site for scanning)

Task 2: Testing and Reporting Protocol Development

This task includes the development of updated written testing and reporting protocols that are consistent with applicable mandates/rules, including:

- Revised Total Coliform Rule
 - EPA Administrative Order – assists with/addresses Par. 43 of Administrative Order (AO)
 - Chlorine Residual Monitoring Investigation
 - Olmstead Well monitoring plan updates to include source water monitoring with 24 hrs. of a total coliform positive result

- EPA Inspection Report: assists with/addresses Item No. 33
- Lead and Copper Rule
 - EPA Administrative Order – assists with/addresses Pars. 44-48 of AO
- Stage 1 and 2 Disinfectants and Disinfection Byproducts Rule
 - EPA Administrative Order – assists with/addresses Par. 49 of AO
- Surface Water Treatment Rule
 - EPA Administrative Order – assists with/addresses Pars. 50 and 51 of AO
 - Does not include work associated with the Olmstead Well Building as it is assumed that the City will complete this work
 - Chlorine Residual Monitoring Investigation
- Potential Areas of Non-Compliance (Records Review/Inspection Report)
 - EPA Inspection Report: assists with/addresses Item Nos. 10, 11, and 14
 - Chlorite and TOC
 - Distribution System Chlorine Residual
 - PFOA and PFOS
- Consumer Confidence Report (i.e. Annual Water Quality Report (AWQR)) and Public Notice
 - EPA Administrative Order – assists with/addresses Pars. 52 and 53 of AO
 - Assistance with preparation of the City's Annual Water Quality Report
 - Review required reporting related to inspection findings and administrative order
 - Communications with EPA (and NYDOH/County as needed) to confirm expectations, required language, and proposed alternatives
 - Draft alternative language
 - Review with City of Binghamton staff (1 round of refinements/editing)

Deliverable: One Technical Memorandum (TM) with a chapter on each of the lead bullets above (Revised Total Coliform Rule, Lead and Copper Rule, Stage 1 and 2 Disinfectants and Disinfection Byproducts Rule, Surface Water Treatment Rule, Potential Areas of Non-Compliance (as listed in EPA Inspection Report), and Guidance on AWQR). Two review cycles of the TM with City (initial and final draft).

Task 3: Progress Reporting - assists with/addresses Par. 54 of AO

This task includes the preparation of quarterly reports (including certification) detailing the status and progress of all milestones and other requirements set forth in Paragraphs 43-53 of the AO, including:

- Description of work performed in the previous quarter,
- Projection of the work to be performed during the following four-month period,
- Description of any known or anticipated delay which may affect compliance with any milestone, and
- Description of any non-compliance

Deliverable: One TM providing guidance on Progress Reporting, providing guidance on how to improve past reporting. This includes completion of one Quarterly Report jointly with the City, and the subsequent review of one Quarterly Report completed by the City.

Task 4: Facility Inspection Plans

This task includes:

A) Initial Phase: Gap Analysis

Water Storage Tanks

- a) Review of the City's records of past water storage tank inspections.
- b) Preparation of a water storage tank inspection cycle SOP so that all tanks are inspected on a 5-yr. Cycle.
 - a. EPA Inspection Report: assists with/addresses Item No. 16.

Pump Stations

- a) Review of cross connection and backflow prevention equipment at each pump station.
 - a. EPA Inspection Report: assists with/addresses Item No. 19.
- b) Investigation into VFD cabinet at Hotchkiss Pump Station (existing cabinets have fans , need to consider alternatives) due to overheating.
 - a. EPA Inspection Report: assists with/addresses Item No. 36
- c) Emergency/standby power – evaluate Ramboll Engineering Report and assess gaps
 - a. EPA Inspection Report: assists with/addresses Item No. 43

Water Filtration Plant

- a) Review of filter backwash system – surface wash sweeps, backwash flows, air release valves, etc.
- b) Emergency/Standby Power Investigation – determine what process loads are supported by generators (specifically filter backwash equipment); consider Ramboll engineering report/documents and assess gaps
 - a. EPA Inspection Report: assists with/addresses Item No. 36
- c) River Intake Evaluation (desktop) – evaluate location, depth, layout and velocities of existing intake
 - a. EPA Inspection Report: assists with/addresses Item No. 44
- d) Review of pipe labelling and correction.
 - a. EPA Inspection Report: assists with/addresses Item No. 45

Deliverable: One TM with a chapter on each of the sections above (Water Storage Tanks, Pump Stations, Water Filtration Plant). One Site Visit to each of the assets identified, followed by desktop analysis with recommendations on how to get into compliance with items identified in EPA Inspection Report. Two review cycles of the TM with City (initial and final draft).

B) Future Phase: Gap analysis above will enable scoping and budgeting of future work. This may include items shown below, which are presented for informational purposes and are not included in this scope of work.

Water Storage Tanks

- a) Water storage tank inspections at each of the City's tanks (see list of locations below). Inspections will be performed from the tank exterior and by remotely operated vehicle (ROV) for the tank interiors. The tanks will remain in service and not be drained during the inspections. Written inspection reports will be provided as part of this task. Written inspection reports will include the following information:
 - a. Tank foundation
 - b. Leaks - standing water around tank exteriors caused by runoff or tank leaks
 - c. Exterior corrosion

- d. Sanitary - overflow, manhole, and vents
- e. Safety – ladders, fall prevention, guardrails, and access manways
- f. Site security
- g. EPA Inspection Report: assists with/addresses Item Nos. 34, 35,
- b) Preparation of a water storage tank inspection cycle SOP so that all tanks are inspected on a 5-yr. Cycle.
 - a. EPA Inspection Report: assists with/addresses Item No. 16.

Pump Stations

- a) To be determined.

Water Filtration Plant

- a) To be determined.

Task 5: Preliminary Master Plan Development

A) Initial Phase: Identify system improvements for the City’s water system to meet EPA, NYSDEC, and NYSDOH regulations and mandates. Task includes the identification of system improvements based on current and future regulations as well as best practices. The initial phase includes a review of the City’s existing records (paper and electronic), and systems followed by a gaps analysis to determine next steps.

- a) Hydraulic Model – assess tools needed such as hydraulic and water age calculations and how to develop in the future
 - a. Contact Time (CT) Evaluation
 - i. EPA Inspection Report: assists with/addresses Item No. 31
- b) GIS Mapping of Water System – assess plan needed to develop comprehensive GIS data
- c) Computerized Maintenance Management System (CMMS) Investigation
 - a. City currently has Cartegraph, formerly had Maximo
 - b. Assess effectiveness of current system to meet City’s needs
- d) SCADA Investigation – parameter (chlorine residual, turbidity, pH) alarm setpoints, PRV and pressure readings
 - a. EPA Inspection Report: assists with/addresses Item No. 17
- e) Disinfectant Use – chlorine and chlorine dioxide
- f) Water Filtration Plant Residuals Treatment and Disposal
 - a. EPA Inspection Report: assists with/addresses Item No. 30

Deliverable: One TM with a chapter on each of the sections identified above (Hydraulic Modeling, GIS Mapping, CMMS, SCADA, Disinfectant Use, Water Filtration Plant Residuals Treatment and Disposal). Each chapter to provide an assessment of current status, benchmark to industry best practices, and recommendations on future actions by the City. Two review cycles of the TM with City (initial and final draft).

B) Future Phase: Gap analysis above will provide the scope framework for the future phase.

Task 6: ~~Grant/Funding Opportunity Identification~~

This task includes identification of Federal and State funding programs that may be appropriate for funding City of Binghamton Department of Water initiatives, both required by AO and beyond. Programs include but are not limited to:

- Federal
 - Bipartisan Infrastructure Law (BIL) provides the EPA with funds that can be awarded to states to support clean water infrastructure, infusing NYSEFC's SRF financing programs with additional funding annually for five years (starting in 2022), allowing the Clean Water and Drinking Water State Revolving Fund programs to support more water quality and infrastructure improvement projects throughout NY (including PFAS and Lead Line Replacement)
 - EPA has specific programs that could be applicable: WIFIA, Green Bank, WIIN Medium/Large Water Resiliency Grants, Emerging Contaminants in Small and Underserved Communities, Environmental and Climate Justice Change Grants, and others
 - FEMA (BRIC, HMGP, and Flood Mitigation)
 - National Oceanic and Atmospheric Administration (NOAA), Coastal Resilience Fund
 - Army Corps of Engineers sometimes have funding for water infrastructure with a resource benefit or for levees and flood protection
 - Department of Homeland Security: cybersecurity
- NY State
 - NYSEFC Green Resiliency Grants: Grants to flood-prone communities to support green infrastructure projects
 - NYSEFC Water Infrastructure Improvement (WIIA) & Intermunicipal Grant (IMG): funding Water Infrastructure Improvement & Intermunicipal Grants
 - NYSEFC Drinking Water State Revolving Fund: short and long-term financing to accommodate communities of all population sizes with varying financial needs; interest-free financing and grants may be available to qualifying communities with demonstrated financial hardship (linked to BIL funding above)
 - NYSDEC Water Quality Improvement Project (WQIP) Program: Grants with matching funds for source water protection
 - For example: Pierce Creek may be a target for stream restoration work that could improve water quality (lower turbidity) at City Water Intakes ultimately saving City money

A) Initial Phase: Based on the investigation conducted through tasks above, BC will conduct a high-level assessment of water system needs and link those to appropriate funding programs. A recommended strategy and approach for applying for funding programs will be determined.

Deliverable: One TM at the 30 day mark from Notice to Proceed with initial recommendations on funding programs for the City to consider applying to for the 2024-25 funding cycle (application assistance available under Future Phases identified below). Subsequent recommendations to be made direct to Water Superintendent by email as identified.

B) Future Phases: Scope and fee for applying to funding programs will be determined on a case-by-case basis based on the needs of that program application process and will be authorized in future phases.

Task 7: Project Management and Quality Control

This task includes attending routine project meetings with client, project accounting and invoicing, scheduling, and other internal management tasks related to routine project delivery.

A total of six (6) Monthly Project Meetings conducted virtually with agenda, minutes, and update on deliverables to be scheduled on routine as jointly selected with Water Superintendent (such as, first Tuesday of each month).

SCHEDULE: The project as identified in the scope above will be completed by December 15, 2024.

Assumptions:

- 1) Scope of work does not include "Potential Areas of Non-Compliance" as identified in the EPA's Records Review/Inspection Report.
- 2) Distribution system consists of the following water storage tanks:
 - Lagrange (2 tanks)
 - Espial (2 tanks)
 - Fellows (2 tanks)
 - Mtn View (1 tank)
 - Harding (1 tank)
 - Gillen (1 tank)
 - South Mtn (1 tank, empty out of service)
 - Ely Park (1 tank)
- 3) Distribution system consists of the following Pump Stations:
 - Lagrange pumps to Ely Tank
 - Espial pumps to Mtn View Tank
 - Fellows pumps to Upper Fairview Avenue
 - Mtn View Booster station
 - Gillen drive Booster station
 - Decatur Fills Harding Tank
 - Whiting Pressure booster Fellows Ave areas
- 4) Daily output from Olmstead Well is approximately 750,000 gallons per day. The Olmstead Well is an emergency supply for the City that is operated 4 hours per week.
- 5) Ramboll Engineering Report on Emergency Power will be made available to BC.
- 6) Current CMMS system data (Cartegraph) and any available historical information (Maximo) will be made available to BC.

Exhibit C: Compensation

Water System Improvements, City of Binghamton Public Water System (NY0301651)

The project will be completed on a lump sum basis, invoiced monthly based on percentage complete.

The total project fee is based on the estimated task fee table below:

Task 1: Electronic O&M Manual Development	\$	49,580
Task 2: Testing and Reporting Protocol Development	\$	9,970
Task 3: Progress Reporting	\$	9,290
Task 4: Facility Inspection Plans	\$	21,750
Task 5: Preliminary Master Plan Development	\$	24,590
Task 6: Grant/Funding Opportunity Identification	\$	4,935
Task 7: Project Management and Quality Control	\$	29,740
TOTAL LUMP SUM FEE	\$	149,855



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

Date: May 22, 2024

Sponsored by Council Members:

Introduced by Committee: Public Works and Parks

RESOLUTION

entitled

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
BROWN AND CALDWELL ASSOCIATES**

WHEREAS, the City of Binghamton wishes to enter into a Professional Services agreement with Brown and Caldwell Associates to provide Electronic O&M Manual, Testing and Reporting Protocol Development, EPA Quarterly Reporting, Facility Inspection Plans, Preliminary Master Plan and other project management duties; and

WHEREAS, the estimated cost for such services is not to exceed \$149,855; and

WHEREAS, funding for such services must be drawn from applicable budget lines in the 2024 budget and confirmed by the Board of Contract and Supply and the Comptroller; and

WHEREAS, this term agreement can be renewed yearly for up to three (3) years total at the City's discretion.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into a Professional Services agreement, approved as to form and content by the Office of Corporation Counsel, with Brown and Caldwell Associates to provide Electronic O&M Manual, Testing and Reporting Protocol Development, EPA Quarterly Reporting, Facility Inspection Plans, Preliminary Master Plan and other project management duties not to exceed \$149,855, and funding for such services must be drawn from applicable budget lines in the 2024 budget and confirmed by the Board of Contract and Supply and the Comptroller.

Introductory No. R24-41

Permanent No. _____

Sponsored by City Council Members:

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
BROWN AND CALDWELL ASSOCIATES

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

Date

City Clerk

Date Presented to Mayor

Date Approved

Mayor

	Ayes	Nays	Abstain	Absent
Councilmember Porter				
Councilmember Middleton				
Councilmember Cavanaugh				
Councilmember Hotchkiss				
Councilmember Mativetsky				
Councilmember Kosty				
Councilmember Dundon				
Total				

Code of the City of Binghamton

Adopted Defeated

____ Ayes ____ Nays ____ Abstain ____ 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 _____. Approved by the Mayor on _____.