



# 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. 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

John Solok 609-722-8674  
 (Print Name) (Title) (Phone number)

PUBLIC SAFETY IS JOB ONE  
(Additional Presenters)

### To Be Completed By Applicant

Proposed Title:

Resolution To Amend CITY CHARTER To eliminate Mayor as Director of Public Safety

Executive Summary (Explain why legislation is necessary): And replacing with positions of Police Commissioner and Fire Commissioner APPOINTED BY City Council

Effective Date: (if applicable) ASAP

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:



# 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. 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

John Solyk (Print Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone number) 607-722-8676

STREAMLINE CITY HALL  
(Additional Presenters)

### To Be Completed By Applicant

Proposed Title:

Resolution to Amend City Charter as to Form of Government to a Manager-Council Form with

Executive Summary (Explain why legislation is necessary): City Council Appointing a city manager to replace Mayor by Jan 1, 2025

Effective Date: (if applicable) ASAP

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:



# Legislative Branch

RL Number: <b>24-145</b>
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

*Chuck Robinson*

*Comptroller*

607-772-7004

(Print Name)

(Title)

(Phone number)

Signature:

Date:

*7/18/24*

### To Be Completed By Applicant

**Proposed Title:** AMEND 2024 GENERAL FUND CODE BUDGET FOR PROFESSIONAL SERVICES PER R24-09

**Executive Summary (Explain why legislation is necessary):** AMEND GENERAL FUND BUDGET BY INCREASING A8664.54410 (PROFESSIONAL SERVICES) BY \$60,000 AND INCREASING A.42555 (BUILDING & ALTERATION PERMITS) BY \$60,000

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 R24-09, adoption date 02/07/2024

**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"/>



# 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: CODE Finance  
 Department Head Signature: [Signature]

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

Revenue & Fund Balance Amendments			
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line
\$ 60,000.00	Increase	Revenue	A-42555
\$ 60,000.00	Increase	Expense	A8664.54410
			BUILDING & ALTERATION PERMITS
			PROFESSIONAL SERVICES

*Office Use Only for Transfers Under \$10,000*

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

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

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

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

Signature: [Signature] Date: 7/17/24

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

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

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

Legal Counsel Approval                     

RL 24-16

Introductory No. R24-09

Permanent No. R24-01



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: February 7, 2024

Sponsored by Council Members: Hotchkiss, Dundon, Middleton

Introduced by Committee: Planning

RESOLUTION

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR,  
OR HIS DESIGNEE, TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT  
WITH LABELLA ASSOCIATES FOR CODE  
REVIEW OF LARGE SET PLANS

WHEREAS, the City of Binghamton wishes to enter into a Professional Services agreement with LaBella Associates to provide professional review of large plan sets for Building and Fire Code compliance for large projects on an as-needed basis; and

WHEREAS, the estimated cost for such services is not to exceed \$60,000; and

WHEREAS, a requisition for a purchase order must be submitted for requested work and the Department of Code Enforcement is to be notified prior to any work done; 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 for an additional year 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 LaBella Associates to provide professional plan and code review of large set plans for Building and Fire Code compliance for large projects on an as-needed basis at a total cost not to exceed \$60,000, a requisition for a purchase order must be submitted for requested work and the Department of Code Enforcement is to be notified prior to any work done, 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. R24-09

Permanent No. R24-09

Sponsored by City Council Members:  
Hotchkiss, Doudon, Middleton

A RESOLUTION AUTHORIZING THE MAYOR,  
OR HIS DESIGNEE, TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT WITH  
LABELLA ASSOCIATES FOR CODE REVIEW OF  
LARGE SET PLANS

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

Date 2/7/2024

City Clerk AAD

Date Presented to Mayor 2/8/2024

Date Approved 2/8/2024

Mayor [Signature]

	Ayes	Nays	Abstain	Absent
Councilmember Pogor	✓			
Councilmember Middleton	✓			
Councilmember Cavanaugh	✓			
Councilmember Hotchkiss	✓			
Councilmember Motivelsky	✓			
Councilmember Doudon	✓			✓
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 2/7/2024. Approved  
by the Mayor on 2/8/2024. 670



RL Number: 24-146

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

# Legislative Branch

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

## INTERNAL 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

CHUCK ROBINSON

COMPTROLLER

607-772-7011

(Name)

(Title)

(Phone number)

### Additional Presenters:

### To Be Completed By Applicant

#### Proposed Title:

see attached

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

AMEND BINGHAMTON JOHNSON CITY SEWAGE BOARD BUDGET BY INCREASING ES1994.54999 (DEPRECIATION) BY \$16,091,299.36 AND DECREASE ES.49999 (FUND BALANCE) BY \$8,833,877.36 AND DECREASE ES8130.54001.COB (DEBT SERV COB) BY 3,823,201 AND DECREASE ES8130.54001.VJC BY \$3,434,221

Effective Date (if applicable): 12/31/23

**Budget transfer or amendment:** RL Budget Transfer Worksheet must be attached w/ Department. 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:

This is related to FY2023 and needs to be entered into the books to finalize the audit.

Mayor:

For Internal Use Only

Comptroller:

Corp. Counsel:

**Proposed Title:**

**AMEND 2023 Binghamton Johnson City Sewage Board Budget to effectuate a 2023 transfer that is greater than 45 days after the end of the year pursuant to section G of the IMA.**





Binghamton-Johnson City  
JOINT SEWAGE BOARD



Chris Papastrat  
Edward Crumb  
Ronald Lake

Friday, May 17, 2024

George Kolba, Jr.  
Stephen Andrew  
Bruce King

Honorable Jared M. Kraham  
City of Binghamton  
38 Hawley Street  
Binghamton, NY 13901

&

Honorable Martin Meaney  
Village of Johnson City  
60 Lester Ave.  
Johnson City, NY 13790

Dear Mayor Kraham & Mayor Meaney,

Subject: Budget Adjustment for Depreciation – Contractual

I hope this letter finds you well. As part of the ongoing work with the auditors on the Annual Financial Report for the period of January 1, 2023, to December 31, 2023, it has come to our attention that we are required to budget for Depreciation - Contractual.

Per Section G of the Intermunicipal Agreement (IMA), "The Board may be permitted to make budget transfers during the year or within 45 days thereafter so long as such transfers do not increase the Joint Sewage Project budgeted expenses for the year under the following condition."

Given this stipulation, the Board is unable to approve the requested legislation directly. As such, it will be the responsibility of the Owners to seek approval and request the necessary legislation from their respective legislative bodies.

In accordance with this requirement, we are requesting legislation to move funds as follows:

- Increase ES1994.54999 Depreciation by \$16,091,299.36
- Decrease ES.49999 JS Fund Balance by \$8,833,877.36
- Decrease ES8130.54001.COB Debt Service COB by \$3,823,201.00
- Decrease ES8130.54001.VJC Debt Service VJC by \$3,434,221.00

We appreciate your understanding and cooperation in this matter. Please let us know if you require any additional information or if there are further steps, we need to take to facilitate this process.

Thank you for your attention to this important matter.

Sincerely,

Billie J. Goodson  
Business Manager  
Binghamton-Johnson City Sewage Treatment Plant  
607-729-2975 ext. 13

Cc: City of Binghamton Clerk  
Village of Johnson City Clerk  
City of Binghamton Council  
Village of Johnson City Trustee  
Binghamton-Johnson City Joint Sewage Board Members  
Binghamton-Johnson City Joint Sewage Treatment Facilities  
4480 Vestal Road, Vestal, New York 13850  
Phone: 607-729-2975 Fax: 607-729-3041  
Email: bjcwwtp@stny.rr.com



**Resolution 137 of 2024**

Approve the Binghamton-Johnson City Joint Sewage Board request that the owners pass legislation to amend the 2024 Budget to increase ES.42701 Refund of Prior Years Expense and increase ES8130.54701 Travel and Training. (See Attached Correspondence) was made by Trustee Jacyna and seconded by Trustee Brown.

Motion Carried – Vote:

Ayes – 4 (Jacyna, Brown, Walker, Meaney)                      Nays – 0                      Absent – 1 (Giblin)

**Resolution 138 of 2024**

A motion to authorize the Joint Sewage Board to effectuate a 2023 Budget amendment greater than forty-five (45) days after then end of the year pursuant to Section G of the IMA. Such transfers are to increase ES1994.54999 Depreciation by \$16,091,299.36; decrease ES.49999 JS Fund Balance by \$8,833,877.36; decrease ES8130.54001.COB Debt Service COB by \$3,823,201.00; decrease ES8130.54001.VJC Debt Service VJC by \$3,434,221.00 was made by Trustee Brown and seconded by Trustee Jacyna.

Motion Carried – Vote:

Ayes – 4 (Jacyna, Brown, Walker, Meaney)                      Nays – 0                      Absent – 1 (Giblin)

Mayor Meaney stated we have a YouTube channel and all of our meetings will be available to watch after they are posted.

Mayor Meaney stated we have two Clerk/Treasurers up here. We have our new Clerk/Treasurer Chuck Shager who were very fortunate to get from the City of Binghamton and our outgoing Clerk/Treasurer Jackson Bailey who has gotten the opportunity of a lifetime presented to him where he is going to be going to be the Administrator for Tioga County. We have been very fortunate to have him with us for this short period of time. He came in and we were all treading water and we had a little bit of a transition with the previous Clerk/Treasurer and he championed that we had to move from one facility to the next and had more hurdles than a 1,000-meter hurdle dash. He did it with ease and we are so very appreciative to all the hard work that he’s done. He brought this village forward and he has made it more efficient and Tioga County is really lucky to gain him and no disrespect Chuck but we are sad to see him go and we are glad you are here, but Jackson, thank you so much for all you have done for this Village and moving it forward and we wish you nothing but the best of luck.

Mayor Meaney thanked everyone for coming.

**ADJOURNMENT**

Mayor Meaney adjourned the meeting at 8:40 pm.

\_\_\_\_\_  
Jackson Bailey II  
Village Clerk/Treasurer

Recordings of the Village Board meetings and work sessions  
are available for review through the Village Clerk/Treasurer’s Office



RL Number: 24-147

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

# Legislative Branch

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

## INTERNAL 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

Megan J. Heiman  
(Name)

Deputy Mayor  
(Title)

(607) 772-7001  
(Phone number)

### Additional Presenters:

### To Be Completed By Applicant

#### Proposed Title:

An Ordinance authorizing the sale of 43.5 Clinton St. to First Ward Action Council for \$1

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

This legislation is needed to transfer title of 43.5 Clinton St. to First Ward Action Council for construction of a mixed-use affordable housing development at 41 and 43.5 Clinton St., part of the First Ward Gateway Revitalization project.

#### Effective Date (if applicable):

**Budget transfer or amendment:** RL Budget Transfer Worksheet must be attached w/ Department. Head signature.  
**RL related to a grant:** RL Grant Worksheet must be attached.

**RL related to previously adopted legislation:** Perm. Number: O24-35

Adoption Date: 7/10/24

**Contract:** Person/Company: First Ward Action Council

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:**

### For Internal Use Only

Mayor:

Comptroller:

Corp. Counsel:



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

Date: July 10, 2024

Sponsored by Council Members: Middleton, Hotchkiss, Kosty, Mativetsky

Introduced by Committee: Planning

**ORDINANCE**

*entitled*  
AN ORDINANCE AUTHORIZING THE SALE OF  
41 CLINTON STREET TO TROUT  
BROOK HOUSING DEVELOPMENT FUND  
CORPORATION FOR \$1

WHEREAS, the City of Binghamton is the owner of certain real property located at 41 Clinton Street, Binghamton NY, Tax Parcel No. 160.23-2-31 (the "Premises"); and

WHEREAS, the City received an Offer to Purchase the Premises from First Ward Action Council or its designee (the "Applicant") for mixed-use affordable housing; and

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

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

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on June 26, 2024.

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 for 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 Trout Brook Housing Development Fund Corporation or its designee, by quitclaim deed for \$1, to be paid by cash, certified, or local bank check; and

Section 2. That this sale is subject to such conditions as may be determined by the Corporation Counsel, including, but not limited to, the City's right of access for maintenance, repair, or replacement of all existing utilities, if any, and a requirement that the Applicant develop the Premise as proposed and to be approved by the City of Binghamton Planning Department and that such construction be completed no later than as may be required by any grant or housing credit, and that failure to complete development as provided will subject the Applicant to re-payment of such grants or credits; and

Section 3. That this Ordinance shall take effect immediately.

Introductory No. 024-35

Permanent No. 024-35

Sponsored by City Council Members: Middleton,  
Hotchkiss, Kosy, Mativetsky

AN ORDINANCE AUTHORIZING THE SALE OF  
41 CLINTON STREET TO TROUT BROOK  
HOUSING DEVELOPMENT FUND  
CORPORATION FOR \$1

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

Date 7/10/24

City Clerk 

Date Presented to Mayor 7/11/24

Date Approved 7/11/24

Mayor 

	Ayes	Nays	Abstain	Absent
Councilmember Porter	✓			
Councilmember Middleton	✓			
Councilmember Cavanaugh	✓			
Councilmember Hotchkiss	✓			
Councilmember Mativetsky	✓			
Councilmember Kosy	✓			
Councilmember Dundon	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted  Defeated

7 Ayes 0 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 7/10/24. Approved by the Mayor on 7/12/24.



# OFFICE OF THE MAYOR • CITY OF BINGHAMTON

## OFFER TO PURCHASE

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

### PROPERTY INFORMATION

Street Address of Property: 41 Clinton Street and 43.5 Clinton Street Binghamton New York 13905

Tax Parcel Identification Number: 160.23-2-31 And 160.23-2-29

Current Use of Property:  Residential  Commercial  Mixed Use  Vacant Lot

Offered Purchase Price: \$1.00 Dollar

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

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

Residential and Commercial

### APPLICANT INFORMATION

Applicant Name: First Ward Action Council, Inc.

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

Mailing Address: 167 Clinton Street Binghamton, New York 13905

Telephone Number(s): 607-772-2850

Email Address: fwac@firstwardaction.org

Please list any other properties owned by the Applicant located within Broome County.

First Ward Action Council, Inc owns 63 properties including the following in Broome county: 305/309 Clinton Street, 165-169 Clinton Street, 171-177 Clinton Street, 119 Clinton Street, 81 Clinton Street, 144 Clinton Street, 47 North Street, 19 Columbus Street, 9 Frank Street, 19 Units on Front Street, 17-18 McDonald Ave, 8 Meadow Street, 175-177 Murray Street 182 Oak Street and 187 Oak Street, 20 Springforest Ave, 2030-2040 NYS RT. 26 Vestal, 10 Units on Crandall Street, 3 Units on Mather, 42-43 North Street, 10 Edwards Street and 95 Walnut Street.

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

Signature

Date

City Hall • 38 Hawley St., 4<sup>th</sup> Floor • Binghamton, NY 13901 • [www.cityofbinghamton.com](http://www.cityofbinghamton.com)  
Phone: (607) 772-7001 • Fax: (607) 772-7155



Parcel ID # 160.23-2-29

Owner: CITY OF BINGHAMTON  
 43.5 CLINTON ST, 13905 | 0.02 acres

[Parcel Details](#) [Tax Map](#) [Bird's Eye](#) [StreetView](#) [Email Info](#)

[Get Demographic Info](#) within a  Mile Radius

[Select Parcels](#) within  feet

City of Binghamton

Clinton St

Murray St





RL Number: 24-148

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

# Legislative Branch

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

## INTERNAL 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

Megan J. Heiman  
(Name)

Deputy Mayor  
(Title)

(607) 772-7001  
(Phone number)

### Additional Presenters:

### To Be Completed By Applicant

#### Proposed Title:

A Resolution authorizing the Mayor to enter into an extension agreement with BCSD for three school resource officers

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

This legislation is to extend the agreement between the City of Binghamton and the Binghamton City School District (BCSD) for three (3) school resource officers at the high school and middle schools for the 2024-2025 school year and to update the salaries accordingly.

#### Effective Date (if applicable):

**Budget transfer or amendment:** RL Budget Transfer Worksheet **must** be attached w/ Department. Head signature.  
**RL related to a grant:** RL Grant Worksheet **must** be attached.

**RL related to previously adopted legislation:** Perm. Number: R23-95

Adoption Date: 12/20/23

**Contract:** Person/Company: BCSD

Total Cost:

Funds available in Budget Line:

Title: Personal Services (Police)

**Public Hearing required?** Yes  Not Applicable

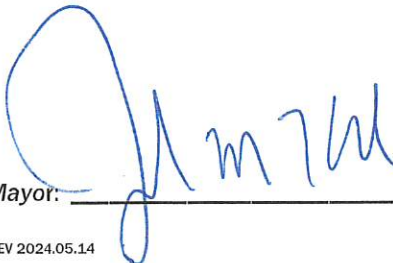
**SEORA required?** Yes  Not Applicable

**Additional Information related to this RL attached?** Yes  No

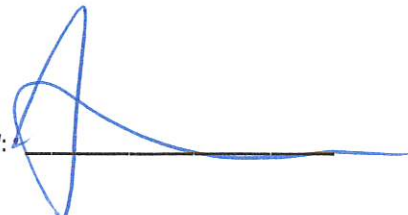
**Expedition requested for this RL?** Yes  No

**Please explain why expedition is necessary:**

### For Internal Use Only

Mayor: 

Comptroller: 

Corp. Counsel: 

## **School Resource Officer Agreement**

This School Resource Officer Agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_, 2024, by and between the Binghamton City School District and the City of Binghamton as follows:

### **WITNESSETH:**

WHEREAS the City of Binghamton ("City") agrees to provide the Binghamton City School District ("District") with a School Resource Officer ("SRO") to be located at the High School and the District agrees to pay the City for providing the SRO; and

WHEREAS the District and the City desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the District;

### **NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Goals and Objectives** - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the SRO Program in the High School:
  - 1.1. Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies.
  - 1.2. Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at the District High School.
  - 1.3. Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.
  - 1.4. Provide law enforcement and police services to the High School, school grounds and areas adjacent to the High School. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
  - 1.5. Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
  - 1.6. Establish and maintain a close partnership with District High School administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist District High School administrators in emergency crisis planning and building security matters. Provide a course of training for High School personnel in handling crisis situations, which may arise at the school.

- 1.7. Build working relationships with the High School's staff as well as with student and parent groups.
- 1.8. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.9. Initiate interaction with students in the classroom and general areas of the High School building. Promote the profession of police officer and be a positive role model. The SRO shall be encouraged to be an active member of the High School community and participate in High School events.

## **2. Employment and Assignment of School Resource Officer**

- 2.1. The SRO shall be assigned by the City to the District to be utilized primarily at the High School reporting directly to the Principal of the High School with the Chief of the City Police Department (the "Chief") as the immediate supervisor.
- 2.2. The District agrees to pay to the City an amount equal to the salary of the SRO on a monthly basis, in the manner described herein.
- 2.3. The City agrees pay the SRO's salary and employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
- 2.4. The District agrees that the SRO will be the officer, which is assigned to each school. The District agrees that if either SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 11.3 of this Agreement. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline the SRO, or which gives the City the ability to dispute or deny the following: the performance of the SRO, alleged disabilities claim for workers' compensation, and claims for 207-c. The SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that the SRO will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as the SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
- 2.5. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City agrees to defend, hold harmless and indemnify the District from and against any and all claims, suits or causes of action arising out of SRO's employment by the City and the assignment of the SRO to the District; including, but not be limited to, allegations of unfair or unlawful employment practices brought by the SRO;

except where there is intentional misconduct or gross negligence by or on behalf of the District.

- 2.6. The SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the High School. The Chief will make all decisions regarding the selection of the SRO. The Chief may consult with the District prior to placement at the High School.
- 2.7. In the event the SRO is absent from work, the SRO shall notify both their supervisor in the City and the Principal of the High School.

### **3. Duty Hours**

- 3.1. The maximum number of hours that a SRO shall be on duty at the District in a work week shall be 40 hours. Specific SRO duty hours shall be set by mutual agreement between the District and the City.
- 3.2. The SRO shall be on duty at the District High School from fifteen minutes before the beginning of the student instructional day until fifteen minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.
- 3.3. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.
- 3.4. In the event of an emergency, the SRO is ordered by the City to leave the High School duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- 3.5. At the discretion of the District and the SRO, a SRO may also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.
- 3.6. Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:
  - 3.6.1. Shall be a commissioned officer and should have at least four years of law enforcement experience;
  - 3.6.2. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
  - 3.6.3. Shall be capable of conducting criminal investigations;

3.6.4. Shall possess even temperament and set a good example for students; and

3.6.5. Shall possess communication skills, which would enable the officer to function effectively within the school environment.

**4. Duties of School Resource Officer.** The duties of the SRO shall include the following:

- 4.1. To protect lives and property for the citizens and public-school students of the District;
- 4.2. The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
- 4.3. As may be requested by the District, the SRO shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
- 4.4. As may be requested by the District, the SRO shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
- 4.5. The SRO shall not act as a school disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the principal and appropriate school staff of the District shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/ or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with District administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of the Code of Conduct and expectations for behavior at the High School. The SRO shall become familiar with District and High School disciplinary codes and standards. The District will meet at least annually with the SRO for the purpose of reviewing applicable disciplinary standards.
- 4.6. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- 4.7. To investigate criminal activity committed on or adjacent to High School property.
- 4.8. To answer questions that students may have about New York State criminal or juvenile laws.
- 4.9. To assist other law enforcement officers with outside investigations concerning students attending the High School.
- 4.10. Shall participate in SRO training.

**5. Chain of Command**

- 5.1. As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.
- 5.2. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrests, when appropriate.

## **6. Training/Briefing**

- 6.1. The SRO shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the Chief.
- 6.2. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law and in-service firearm training. The District also may, at the District's sole cost and expense, provide training to the SRO on Board of Education Policies, regulations and procedures.
- 6.3. The SRO shall participate in District training provided by the District, at the District's sole cost and expense, as it relates to ensuring a physical and emotionally safe environment for learning.
- 6.4. Dress Code & Equipment - The SRO shall be required to wear a City Police Departmental issued uniform and carry City Police Departmental issued equipment including sidearm and radio. The SRO will not be provided a vehicle.
- 6.5. Investigation, Interrogation, Search and Arrest Procedures - school board policy of the District and the City Police Department Policies, Procedures and Manual shall apply.

## **7. Controlled Substances**

- 7.1. School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances at school or school activities.
- 7.2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 7.3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

## **8. Riots and Civil Disorders**

- 8.1. In the event a riot or civil disorder occurs at the District High School, the SRO shall act in accordance with the City Police Department Policies, Procedures and Manual.
- 8.2. To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.

- 8.3. The High School principal or their designee shall be prepared to respond to questions from the news media, parents and other: members of the public as soon as order is restored.
- 8.4. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 8.5. The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.
- 8.6. The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

**9. Access to Education Records**

- 9.1. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").

**10. Term of Agreement** - The term of this Agreement is one year commencing on July 1, 2024, through June 30, 2025. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

**11. Consideration**

- 11.1. For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for the SRO salaries pursuant to the Collective Bargaining Agreement for 2024 Police Officer, First Grade salary: \$88,134; 2025 Police Officer, First Grade salary: \$90,778 for the 2024-25 contract year. Such salaries shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.
- 11.2. The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office City of Binghamton  
38 Hawley Street, 2nd Floor  
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2024).

11.3. No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part, provided that, where the City received partial reimbursement, the District shall pay the difference between the amount the City is reimbursed for and the total amount paid by the City.

**12. Insurance and Indemnification**

12.1. The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).

12.2. The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence by or on behalf of the District.

12.3. The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).

12.4. The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence by the SRO.

**13. Evaluation** - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information to the City concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning the SRO.

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

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

\_\_\_\_\_  
Jared M. Kraham  
City of Binghamton, Mayor

\_\_\_\_\_  
Dr. Tonia Thompson  
Binghamton City School District  
Superintendent of Schools



## **School Resource Officer Agreement**

This School Resource Officer Agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Binghamton City School District and the City of Binghamton as follows:

### **WITNESSETH:**

WHEREAS the City of Binghamton ("City") agrees to provide the Binghamton City School District ("District") with two (2) School Resource Officers (each a "SRO" and together the "SROs") to be located at the Middle Schools of the District and the District agrees to pay the City for providing the SROs; and

WHEREAS the District and the City desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the District;

### **NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. Goals and Objectives** - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the School Resource Officer Program in the Middle Schools:
  - 1.1. Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies.
  - 1.2. Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at District Middle Schools.
  - 1.3. Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.
  - 1.4. Provide law enforcement and police services to the Middle Schools, school grounds and areas adjacent to the Middle Schools. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
  - 1.5. Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
  - 1.6. Establish and maintain a close partnership with District Middle School administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist Middle School administrators in emergency crisis planning and

building security matters. Provide a course of training for Middle School personnel in handling crisis situations, which may arise at the Middle schools.

- 1.7. Build working relationships with the District's Middle School staff as well as with student and parent groups.
- 1.8. Work with District guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.9. Initiate interaction with students in the classroom and general areas of the Middle School buildings. Promote the profession of police officer and be a positive role model. The SROs shall be encouraged to be an active members of the Middle School community and participate in Middle School events.

## **2. Employment and Assignment of School Resource Officer**

- 2.1. Each SRO shall be assigned by the City to the District to be utilized primarily at the Middle Schools reporting directly to the Principal of the Middle School to which such SRO is assigned with the Chief of the City Police Department (the "Chief") as the immediate supervisor.
- 2.2. The District agrees to pay to the City an amount equal to the salary of two (2) SROs on a monthly basis, in the manner described herein.
- 2.3. The City agrees pay the SROs' salaries and employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
- 2.4. The District agrees that each SRO will be the officer, which is assigned to each school. The District agrees that if either SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 11.3 of this Agreement. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline each SRO, or which gives the City the ability to dispute or deny the following: the performance of each SRO, alleged disabilities claim for workers' compensation, and claims for 207-c. Each SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that a SRO who is assigned to the District will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as a SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
- 2.5. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline each SRO. The City agrees to defend, hold harmless and indemnify the District

from and against any and all claims, suits or causes of action arising out of each SRO's employment by the City and the assignment of the SRO to the District; including, but not be limited to, allegations of unfair or unlawful employment practices brought by a SRO; except where there is intentional misconduct or gross negligence by or on behalf of the District.

- 2.6. Each SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the Middle Schools. The Chief will make all decisions regarding the selection of each SRO. The Chief may consult with the District prior to placement at the Middle School.
- 2.7. In the event a SRO is absent from work, the SRO shall notify both their supervisor in the City and the Principal of the Middle School to which the SRO is assigned.

### **3. Duty Hours**

- 3.1. The maximum number of hours that a SRO shall be on duty at the District in a work week shall be 40 hours. Specific SRO duty hours shall be set by mutual agreement between the District and the City.
- 3.2. The SROs shall be on duty at the District Middle Schools from fifteen minutes before the beginning of the student instructional day until fifteen minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.
- 3.3. It is understood and agreed that time spent by a SRO attending court juvenile and/or criminal cases arising from and/or out their employment as a SRO shall be considered as hours worked under this Agreement.
- 3.4. In the event of an emergency and a SRO is ordered by the City to leave a Middle School duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- 3.5. At the discretion of the District and each SRO, a SRO may also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.
- 3.6. Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:
  - 3.6.1 Shall be a commissioned officer and should have at least four years of law enforcement experience;

- 3.6.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
- 3.6.3 Shall be capable of conducting criminal investigations;
- 3.6.4 Shall possess even temperament and set a good example for students; and
- 3.6.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

**4. Duties of School Resource Officer.** The duties of the SROs shall include the following:

- 4.1. To protect lives and property for the citizens and public-school students of the District.
- 4.2. The SROs shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
- 4.3. As may be requested by the District, the SROs shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
- 4.4. As may be requested by the District, the SROs shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
- 4.5. The SROs shall not act as school disciplinarians, as disciplining students is a District responsibility. It is agreed and understood that the principals and appropriate school staff of the District shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/ or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SROs from sharing information with District administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SROs will be provided with copies of the Code of Conduct and expectations for behavior at each District Middle School. The SROs shall become familiar with District and Middle School disciplinary codes and standards. The District will meet at least annually with the SROs for the purpose of reviewing applicable disciplinary standards.
- 4.6. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- 4.7. To investigate criminal activity committed on or adjacent to District Middle School property.
- 4.8. To answer questions that students may have about New York State criminal or juvenile laws.

4.9. To assist other law enforcement officers with outside investigations concerning students attending the District Middle Schools.

4.10. Shall participate in SRO training.

## **5. Chain of Command**

5.1. As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.

5.2. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrests, when appropriate.

## **6. Training/Briefing**

6.1. The SROs shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the Chief.

6.2. Training Sessions will be conducted to provide the SRO with appropriate in-service training, such as up-dates in the law and in-service firearm training. The District also may, at the District's sole cost and expense, provide training to the SROs on Board of Education Policies, regulations and procedures.

6.3. The SROs shall participate in District training provided by the District, at the District's sole cost and expense, as it relates to ensuring a physical and emotionally safe environment for learning.

6.4. Dress Code & Equipment - Each SRO shall be required to wear a City Police Departmental issued uniform and carry City Police Departmental issued equipment including sidearm and radio. Neither SRO will be provided a vehicle.

6.5. Investigation, Interrogation, Search and Arrest Procedures - school board policy of the District and the City Police Department Policies, Procedures and Manual shall apply.

## **7. Controlled Substances**

7.1. School officials shall notify the SROs in all cases involving the possession, sale, or distribution of controlled substances at school or school activities.

7.2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SROs for proper identification and eventual destruction.

7.3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SROs shall be notified, and the SROs should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SROs.

## **8. Riots and Civil Disorders**

- 8.1. In the event a riot or civil disorder occurs at a District Middle School, the SROs shall act in accordance with the City Police Department Policies, Procedures and Manual.
- 8.2. To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
- 8.3. The Middle School principal or their designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 8.4. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 8.5. The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.
- 8.6. The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

## **9. Access to Education Records**

- 9.1. School officials shall allow a SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").

**10. Term of Agreement** - The term of this Agreement is one year commencing on July 1, 2024, through June 30, 2025. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

## **11. Consideration**

- 11.1. For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for two (2) SRO salaries pursuant to the Collective Bargaining Agreement for 2024 Police Officer, First Grade salary: \$88,134; 2025 Police Officer, First Grade salary: \$90,778 for the 2024-25 contract year. Such salaries shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.
- 11.2. The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office City of Binghamton  
38 Hawley Street, 2nd Floor  
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2024).

- 11.3. No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part, provided that, where the City received partial reimbursement, the District shall pay the difference between the amount the City is reimbursed for and the total amount paid by the City.

**12. Insurance and Indemnification**

- 12.1. The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).

- 12.2. The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence by or on behalf of the District.

- 12.3. The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).

- 12.4. The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence by the SRO.

- 13. Evaluation** - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information to the City concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning each SRO.

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

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

\_\_\_\_\_  
Jared M. Kraham  
City of Binghamton, Mayor

\_\_\_\_\_  
Dr. Tonia Thompson  
Binghamton City School District

Superintendent of Schools





RL Number: \_\_\_\_\_

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

# Legislative Branch

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

## PUBLIC 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

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone number) \_\_\_\_\_

**Additional Presenters:**

### To Be Completed By Applicant

**Proposed Title:**

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

**Effective Date** *(if applicable):*

**Expedition requested for this RL?** Yes  No

**Please explain why expedition is necessary:**



RL Number: \_\_\_\_\_

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

# Legislative Branch

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

## INTERNAL 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

Robert Cavanaugh II

Council Member - 3rd District

(Name)

(Title)

(Phone number)

### Additional Presenters:

N/A

### To Be Completed By Applicant

#### Proposed Title:

AN ORDINANCE AMENDING CHAPTER 410 OF THE BINGHAMTON CITY CODE TO ALTER TOWNHOUSE DENSITY

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

This legislation aims to update zoning code to allow for more efficient use of available parcels in the City by modifying the definitions and requirements for Townhouse style construction.

#### Effective Date (if applicable):

**Budget transfer or amendment:** RL Budget Transfer Worksheet **must** be attached w/ Department. 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:

### For Internal Use Only

Mayor: \_\_\_\_\_ Comptroller: \_\_\_\_\_ Corp. Counsel: \_\_\_\_\_

**CITY OF BINGHAMTON TOWNHOUSE ZONING UPDATE**

**WORKING DRAFT: 8/1/24**

**TO BE REFERRED TO CITY COUNCIL PLANNING COMMITTEE**

TITLE:

AN ORDINANCE AMENDING CHAPTER 410 OF THE BINGHAMTON CITY CODE TO ALTER TOWNHOUSE DENSITY, UPDATE THE DEFINITIONS OF TOWNHOUSE, CONDOMINIUM AND COOPERATIVE OWNERSHIP, AND MODIFY PARKING REQUIREMENTS

WHEREAS, the City of Binghamton desires to promote new avenues of development within the City that fulfill a wider range of housing needs; and

WHEREAS, the City Council recognizes the benefits of townhouse style housing units; and

WHEREAS, the City Council believes that facilitating the development of condominiums and cooperatives can offer additional ownership options for residents seeking single-family dwelling experiences at attainable costs;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Binghamton, New York, as follows:

Section 1. Amendment to Chapter 410. Chapter 410 of the Binghamton City Code, entitled "Zoning," is hereby amended as follows:

(a) Townhouse Density:

The number of Townhouses permitted per lot shall be based on the lot coverage and parking requirements only for the zoning district in which the lot is located. No other bulk requirements shall apply. Multiple townhouses are permitted on one lot.

(b) Condominium and Cooperative Ownership:

- In all Residential Districts (R1, R2, R3), developments designed as townhouses may be owned by a single entity holding title to the entire development, provided such entity is a condominium or cooperative association established in accordance with New York State law. This ownership structure is intended to facilitate the creation of independent single-family dwelling experiences within a townhouse development.

(c) Redefinition of Townhouse:

- The definition of "Townhouse" within Chapter 410, Article II, Section 410-5 of the Binghamton City Code is amended as follows:

Townhouse: A single-family dwelling attached to one or more similar units by a common wall. A townhouse may be located on a single lot or multiple townhouses may be located on a single lot. Townhouses may be held by a condominium or cooperative association.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance shall be held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 3. Effective Date. This Ordinance shall take effect thirty (30) days after its passage and publication as provided by law.

Legal Counsel Approval



RL 23-167

Introductory No. R23-62

Permanent No. R23-58



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

Date: July 26, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

**A RESOLUTION AUTHORIZING THE SALARY  
INCREASES OF THE CITY CLERK AND  
DEPUTY CITY CLERK IN THE 2024 BUDGET**

WHEREAS, pursuant to the Code of the City of Binghamton § 124-40.C, *Salary Increases*, it is necessary for the Council of the City of Binghamton to authorize any increases for the City Clerk and Deputy City Clerk; and

WHEREAS, the Employees Committee of City Council has recommended a 2% increase with an additional 1% increase for the responsibility adjustment of overseeing the Vital Records department, for a total of a 3% salary increase effective January 1, 2024 for the City Clerk and Deputy City Clerk.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as may be necessary for a 3% salary increase for the City Clerk and Deputy City Clerk to be reflected in the 2024 budget.

Introductory No. R23-62

Permanent No. R23-58

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

A RESOLUTION AUTHORIZING THE SALARY  
INCREASES OF THE CITY CLERK AND DEPUTY  
CITY CLERK IN THE 2024 BUDGET

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

Date 7/26/23

Josie Faulkner  
City Clerk

Date Presented to Mayor 7/27/23

Date Approved 7/27/23

Mayor J. M. [Signature]

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

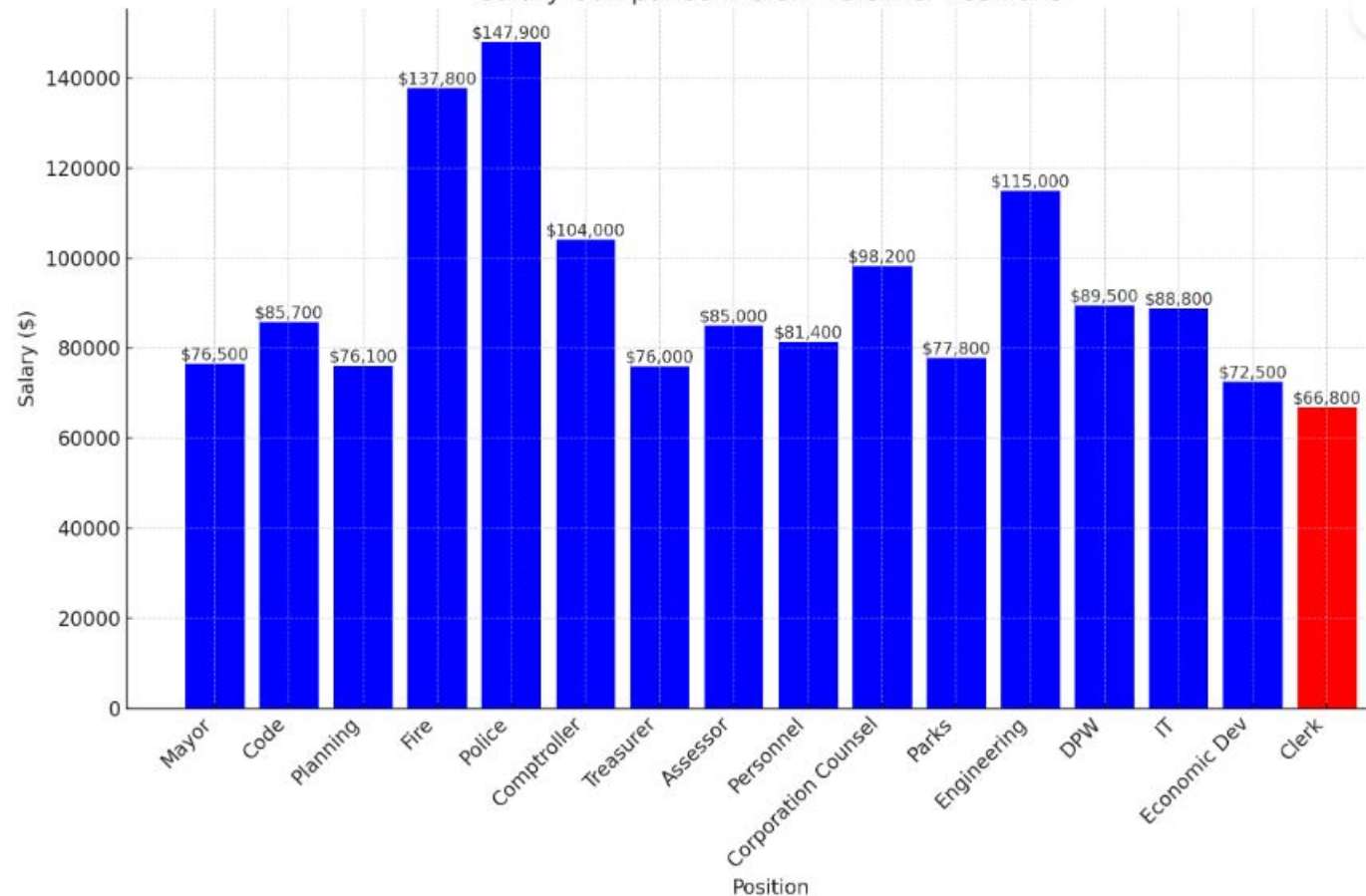
Code of the City of Binghamton

Adopted  Defeated

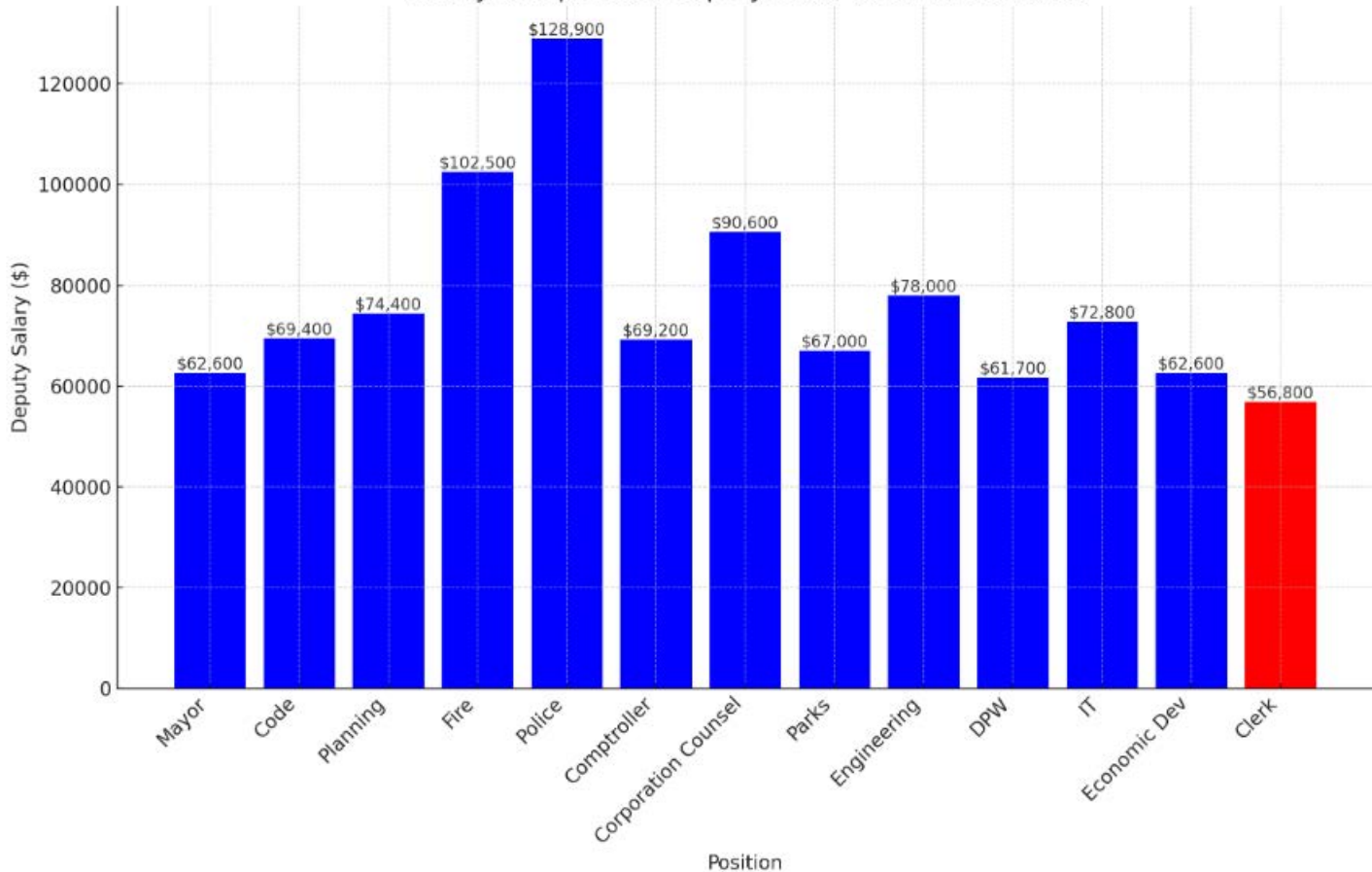
4 Ayes 0 Nays 0 Abstain 3 Absent

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 7/26/23 Approved by the Mayor on 7/27/23 (JK)

### Salary Comparison: Clerk vs Other Positions



### Salary Comparison: Deputy Clerk vs Other Positions





Department	Department Head Salary	COLA Adjustment	Deputy Salary	COLA Adjustment
Mayor	\$ 76,500.00	\$ 78,948.00	\$ 62,600.00	\$ 64,603.20
Code	\$ 85,700.00	\$ 88,442.40	\$ 69,400.00	\$ 71,620.80
Planning	\$ 76,100.00	\$ 78,535.20	\$ 74,400.00	\$ 76,780.80
Fire	\$ 137,800.00	\$ 142,209.60	\$ 102,500.00	\$ 105,780.00
Police	\$ 147,900.00	\$ 152,632.80	\$ 128,900.00	\$ 133,024.80
Comptroller	\$ 104,000.00	\$ 107,328.00	\$ 69,200.00	\$ 71,414.40
Treasurer	\$ 76,000.00	\$ 78,432.00		\$ -
Assessor	\$ 85,000.00	\$ 87,720.00		\$ -
Personnel	\$ 81,400.00	\$ 84,004.80		\$ -
Corporation Counsel	\$ 98,200.00	\$ 101,342.40	\$ 90,600.00	\$ 93,499.20
Parks	\$ 77,800.00	\$ 80,289.60	\$ 67,000.00	\$ 69,144.00
Engineering	\$ 115,000.00	\$ 118,680.00	\$ 78,000.00	\$ 80,496.00
DPW	\$ 89,500.00	\$ 92,364.00	\$ 61,700.00	\$ 63,674.40
IT	\$ 88,800.00	\$ 91,641.60	\$ 72,800.00	\$ 75,129.60
Economic Dev	\$ 72,500.00	\$ 74,820.00	\$ 62,600.00	\$ 64,603.20
Clerk	\$ 66,800.00	\$ 68,937.60	\$ 56,800.00	\$ 58,617.60