

PLEASE EXPEDITE

RL Number: 24-190

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

Billie J. Goodson

Business Manager

(607) 729-2975

(Name)

(Title)

(Phone number)

Additional Presenters:

### To Be Completed By Applicant

Proposed Title:

Ordinance to amend the BJCSB 2024 Budget to increase two (2) Plant Water Pump Repair lines for Water and Pump Repair

Executive Summary (Explain why legislation is necessary):

The Binghamton-Johnson City Joint Sewage Board requests the owners pass legislation to amend the 2024 Budget to increase Plant Water Pump Repair - Water ES8130.XXXXX by \$160,000.00 and Plant Water Pump Repair - Equip & Pump Repair ES8130.XXXXX by \$95,100.00 by decreasing various lines provide in attached Request for Transfer of Funds.

Effective Date (if applicable): 10/9/24

*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:

\$0.00

Funds available in Budget Line:

\$ 0.00

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 for an emergency repair to Plant Water Pump Station due to health concerns and the potential inability to meet the NYS-DEC SPDES permit requirements.

### For Internal Use Only

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



# 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: BICJSTP  
 Department Head Signature: Billie Goodson

Transfers						
Transfer From (Decrease)				Transfer To (Increase)		
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title
\$ 10,000.00	ES8130.54112	Gas/Diesel	➔	\$ 160,000.00	ES8130.XXXXX	Plant Water Pump Repair - Water
\$ 30,100.00	ES8130.54150	Chemicals	➔	\$ 95,100.00	ES8130.XXXXX	Plant Water Pump Repair - Eq & Pump
\$ 50,000.00	ES8130.54201	Gas Heat				
\$ 40,000.00	ES8130.54656	Maintenance Agreements				
\$ 30,000.00	ES8130.54804	Sludge and Waste Disposal	➔			
\$ 95,000.00	ES8130.55000	Contingency	➔			
\$ 255,100.00				\$ 255,100.00		

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

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

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

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton 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: \_\_\_\_\_

**(related Budget Modification motion approved separately)**

RESOLUTION DECLARING EMERGENCY

WHEREAS, between mid-July and September 18, 2024, employees of the Binghamton-Johnson City Joint Sewage Plant ("Plant") discovered unforeseen degradation of the pump shafts of all three Plant Water System Pumps supplying recycled process water to the on-site Plant Water System serving the Plant's influent Bar Screens and Fine Screens, Primary Settling Tanks, Secondary and Tertiary Treatment Processes, and Disinfection Process, which water requirement may not be able to be made-up through purchase and use of potable water from the Town of Vestal's public water supply given potential intermittent limitations associated with the Town's ongoing water main replacement project along Vestal Road/Old Vestal Road west of the Plant; and

WHEREAS, as a result, a significant portion of the Plant's sewage treatment operations are in jeopardy, which could lead to inability of the Plant to meet the requirements of the State Pollution Discharge Elimination System (SPDES) Permit issued by the New York State Department of Environmental Conservation (NYS-DEC); and

WHEREAS, the quality of the Plant's discharges into the Susquehanna River and Chesapeake Bay Watershed are in peril of being negatively impacted, which could negatively affect public and/or employee health, as well as the health of the local river environment; and

WHEREAS, the Binghamton-Johnson City Joint Sewage Board declares that the conditions discovered constitute an emergency and require immediate procurement and actions to repair/remedy so as to restore proper and productive operating conditions at the Plant as

promptly as possible, which procurement cannot await competitive bidding processes to be completed; now, therefore, be it

RESOLVED, that in accordance with the Board's procurement policy and New York State law, the Board waives compliance with Board policy and State law with regard to purchases of goods, procurement of public works and/or professional services contracts but said waiver is limited to purchases, public works, and/or professional services related to analysis and repair of the affected Plant Water pumping systems and related hardware/systems, as well as actions appropriate to maintain the Plant's discharges in compliance with State law and applicable permits; and be it further

RESOLVED, that in accordance with Section 1(C) of the Board's Procurement Policy, the Plant Superintendent and Board Chairman shall take prudent action to secure the least total cost method of making purchases, engaging in public works, and procuring associated professional services consistent with the nature of this emergency; and be it further

RESOLVED, that this resolution shall be effective through December 31, 2024.

## Plant Water Pump issue

Early in July one of our 25 hp plant water pumps failed and mechanics reached out to Siewert Equipment who were the suppliers for these pumps. The pumps were part of PC Construction Project under Pumping Equipment – General (11300) and Plant Water system pumps (11302).

As of 8/13/2024 we have had no response from Siewert after repeated phone calls by our Facilities Engineer and Head Mechanic.

Approximately 2 weeks ago a second plant water pump failed and we were unable to meet our water requirements for Coarse and fine screens, and other plant water uses, with the one remaining pump.

We use approximately 370,000 gallons of plant water per day. If we need to purchase this water from Vestal, based on our rate it would cost us an extra \$32,000.00/ Month.

I reached out to Scott Groats head of the water department to inform him of our possible need and he referred me to W20 a pump repair and replacement contractor out of Cortland NY.

We called them and they sent one of their principals out the next morning. He said he could do the project for \$3500.00 and offered to do the 3<sup>rd</sup> on for a total of \$4000.00. The project included removal and analysis of the failed pumps.

We scheduled Abbey Crane for \$2600.00 to work with W20 to lift the pumps through the roof of the building.

Two of the pumps required sawing of cardboard (Sono-Tube) and foam to be able to remove them from their pedestals.

The last pump they were unable to remove due to the Sono-Tube collapsing inward during the pouring of the pedestal concrete. The round shaped hole ending up looking somewhat Egg-shaped.

As of today two pumps are on the bench at W20 and the third is still on its pedestal. This pump sits over the top of the effluent channel and will require removal by a contractor and re-pouring.

Please see photos.



W2 Operator Training Group, LLC.  
 131 Port Watson Street  
 Cortland, NY 13045  
 607-753-1477  
 w2oaa@outlook.com

**ADDRESS**

Binghamton Johnson City Waste  
 Water Treatment Plant

**Estimate J3625**

**DATE 09/19/2024**

QUANTITY	ACTIVITY	RATE	AMOUNT
3	Repair of plant service water pump to include; - Blast and clean pump head as necessary - Repaint pump head - Replace hardware as necessary with stainless steel hardware <b>ONLY</b> - Replace stuffing box bearing - Replace mechanical seal - Replacement of bowl assembly, column piping and shafting with Hydroflo 9EC pump end to match critical dimensions of the existing pumps.  Repair of motor to include; - Blast and clean parts as necessary - Wash, bake and comparative surge test stator - Replace bearings with SKF bearings - Lubricate bearings with Mobil Polyrex EM grease - Clean & lubricate anti reverse mechanism - Repaint motor - No load run test motor.  *** Delivery is estimated at 10 to 12 Weeks ARO *** Price includes shipping	29,700.00	89,100.00
1	Field service call to install 3 rebuilt pumps, adjust bowl clearance, wire motors and perform start-up. Price includes all prevailing wage labor and materials to complete work outlined. Crane service by others.	6,000.00	6,000.00

Thank you for your business! We accept credit card payments and ACH payments. Checks can be sent to:  
 W2O, 131 Port Watson Street, Cortland, NY 13045

**SUBTOTAL** 95,100.00  
**TAX** 0.00

\*Any credit card payments over the amount of \$1,000 will be subject to a 3% service charge.

**TOTAL \$95,100.00**

Accepted By

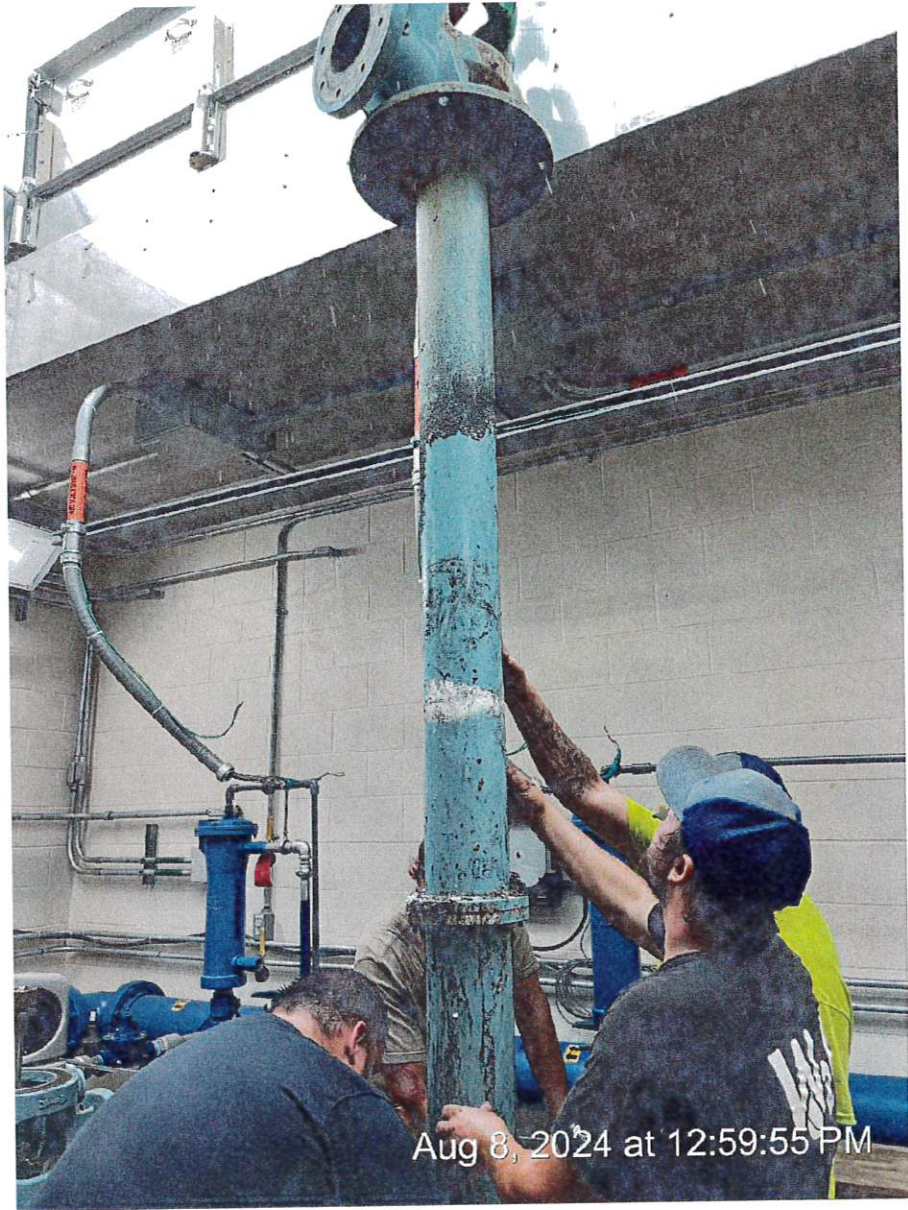
Accepted Date

Water Meters

Date	1543580048	1544216976	Total	cubic feet	100 cu.ft.	Gal Used	1543580048	1544216976	COST 2.91/1000	EXTRA H2o	EXTRA COST
1/2/2024	28,869,019	184,548,738	213,417,757	28,531,786	285,317.86	955,170	165,411	303,929			
1/8/2024	29,034,430	184,852,667	213,887,097	28,594,532	285,945.32	469,340	193,243	407,381	1365.78		
1/15/2024	29,227,673	185,260,048	214,487,721	28,674,829	286,748.29	600,624	192,829	386,852	1747.82		
1/22/2024	29,420,502	185,646,900	215,067,402	28,752,326	287,523.26	579,681	193,840	433,140	1686.87		
1/29/2024	29,614,342	186,080,040	215,694,382	28,836,147	288,361.47	626,980	194,431	402,490	1824.51		
2/5/2024	29,808,773	186,482,530	216,291,303	28,915,950	289,159.50	596,921	194,219	387,524	1737.04		
2/12/2024	30,002,992	186,870,054	216,873,046	28,993,723	289,937.23	581,743	221,673	401,916	1692.87		
2/20/2024	30,224,665	187,271,970	217,496,635	29,077,090	290,770.90	623,589	166,180	321,433	1814.64		
2/26/2024	30,390,845	187,593,403	217,984,248	29,142,279	291,422.79	487,613	194,375	413,455	1418.95		
3/4/2024	30,585,220	188,006,858	218,592,078	29,223,540	292,235.40	607,830	193,125	432,152	1768.79		
3/11/2024	30,778,345	188,439,010	219,217,355	29,307,133	293,071.33	625,277	194,467	395,745	1819.56		
3/18/2024	30,972,812	188,834,755	219,807,567	29,386,038	293,860.38	590,212	194,007	423,867	1717.52		
3/25/2024	31,166,819	189,258,622	220,425,441	29,468,642	294,686.42	617,874	194,556	391,374	1798.01		
4/1/2024	31,361,375	189,649,996	221,011,371	29,546,975	295,469.75	585,930	194,048	422,750	1705.06		
4/8/2024	31,555,423	190,072,746	221,628,169	29,629,434	296,294.34	616,798	193,837	438,312	1794.88		
4/15/2024	31,749,260	190,511,058	222,260,318	29,713,946	297,139.46	632,149	192,748	410,549	1839.55		
4/22/2024	31,942,008	190,921,607	222,863,615	29,794,601	297,946.01	603,297	193,639	407,371	1755.59		
4/29/2024	32,135,647	191,328,978	223,464,625	29,874,950	298,749.50	601,010	193,870	449,787	1748.94		
5/6/2024	32,329,517	191,778,765	224,108,282	29,961,000	299,610.00	643,657	194,103	539,640	1873.04		
5/13/2024	32,523,620	192,318,405	224,842,025	30,059,094	300,590.94	733,743	194,478	597,500	2135.19		
5/20/2024	32,718,098	192,915,905	225,634,003	30,164,974	301,649.74	791,978	193,793	556,699	2304.66		
5/27/2024	32,911,891	193,472,604	226,384,495	30,265,307	302,653.07	750,492	193,722	538,730	2183.93		
6/3/2024	33,105,613	194,011,334	227,116,947	30,363,228	303,632.28	732,452	166,311	637,757	2131.44		
6/11/2024	33,271,924	194,649,091	227,921,015	30,470,724	304,707.24	804,068	221,615	467,779	2339.84		
6/17/2024	33,493,539	195,116,870	228,610,409	30,562,889	305,628.89	689,394	195,177	636,782	2006.14		
6/24/2024	33,688,716	195,753,652	229,442,368	30,674,113	306,741.13	831,959	191,424	649,590	2421.00		
7/1/2024	33,880,140	196,403,242	230,283,382	30,786,548	307,865.48	841,014	194,494	616,934	2447.35		
7/8/2024	34,074,634	197,020,176	231,094,810	30,895,028	308,950.28	811,428	195,429	611,794	2361.26		
7/15/2024	34,270,063	197,631,970	231,902,033	31,002,946	310,029.46	807,223	196,573	593,064	2349.02		
7/22/2024	34,466,636	198,225,034	232,691,670	31,108,512	311,085.12	789,637	188,791	543,816	2297.84		
7/29/2024	34,655,426	198,768,850	233,424,276	31,206,454	312,064.54	732,607	194,841	562,599	2131.88		
8/5/2024	34,850,267	199,331,449	234,181,716	31,307,716	313,077.16	757,440	195,659	1,961,749	2204.15		
8/12/2024	35,045,926	201,293,198	236,339,124	31,596,140	315,961.40	2,157,408	190,006	2,419,544	6278.06	1,377,408	\$ 4,008.26
8/19/2024	35,235,932	203,712,742	238,948,674	31,945,010	319,450.10	2,609,550	193,819	2,350,837	7593.79	1,829,550	\$ 5,323.99
8/26/2024	35,429,751	206,063,579	241,493,330	32,285,205	322,852.05	2,544,656	194,947	2,377,810	7404.95	1,764,656	\$ 5,135.15
9/2/2024	35,624,698	208,441,389	244,066,087	32,629,156	326,291.56	2,572,757	193,969	2,332,595	7486.72	1,792,757	\$ 5,216.92
9/9/2024	35,818,667	210,773,984	246,592,651	32,966,932	329,669.32	2,526,564	199,062	2,423,066	7352.30	1,746,564	\$ 5,082.50
9/16/2024	36,017,729	213,197,050	249,214,779	33,317,484	333,174.84	2,622,128	191,116	2,445,495	7630.39	1,842,128	\$ 5,360.59
9/23/2024	36,208,845	215,642,545	251,851,390	33,669,972	336,699.72	2,636,611	-36,208,845	-215,642,545	7672.54	1,856,611	\$ 5,402.74
			0	0	0.00	-251,851,390	0	0	-732887.54		\$ 35,530.15







Aug 8, 2024 at 12:59:55 PM



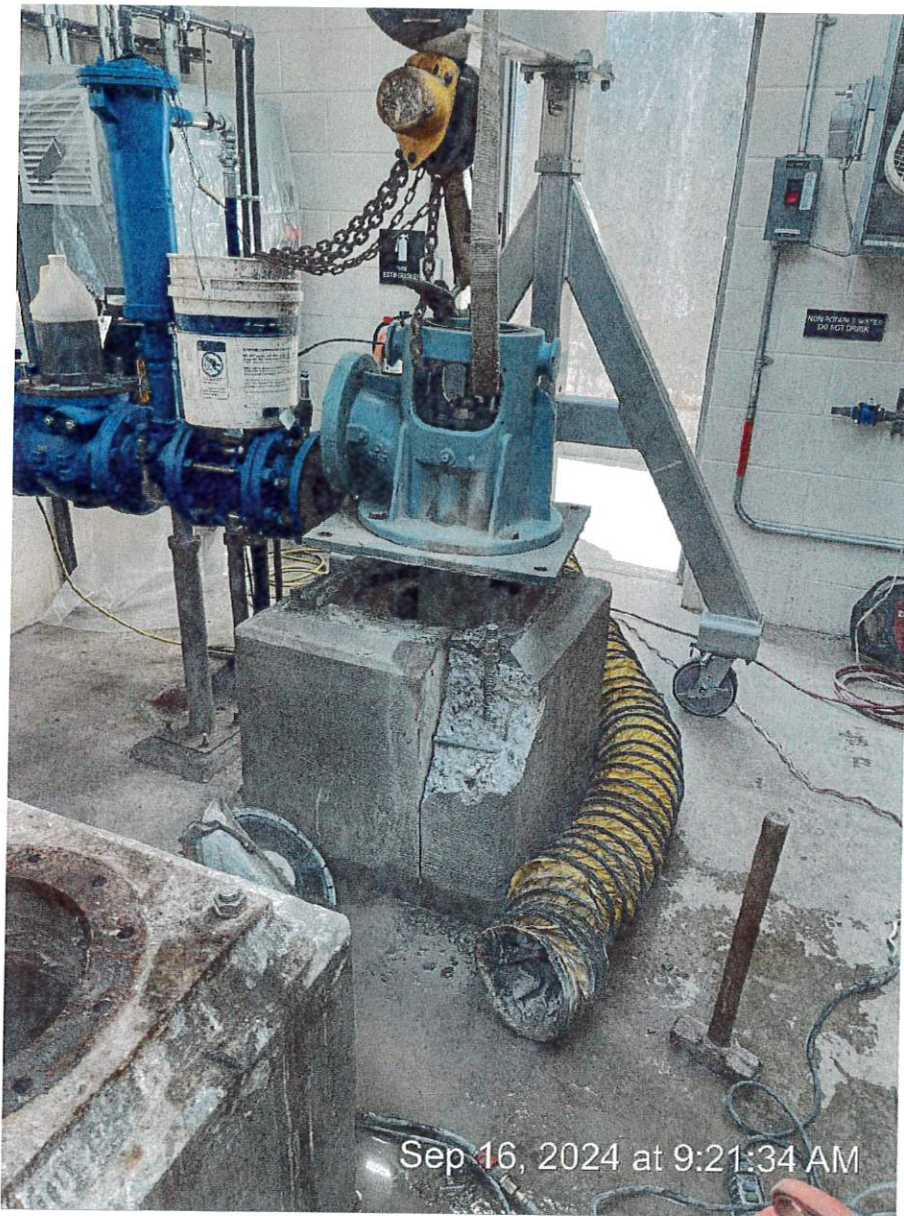




Aug 8, 2024 at 2:02:20 PM



Aug 9, 2024 at 8:17:50 AM



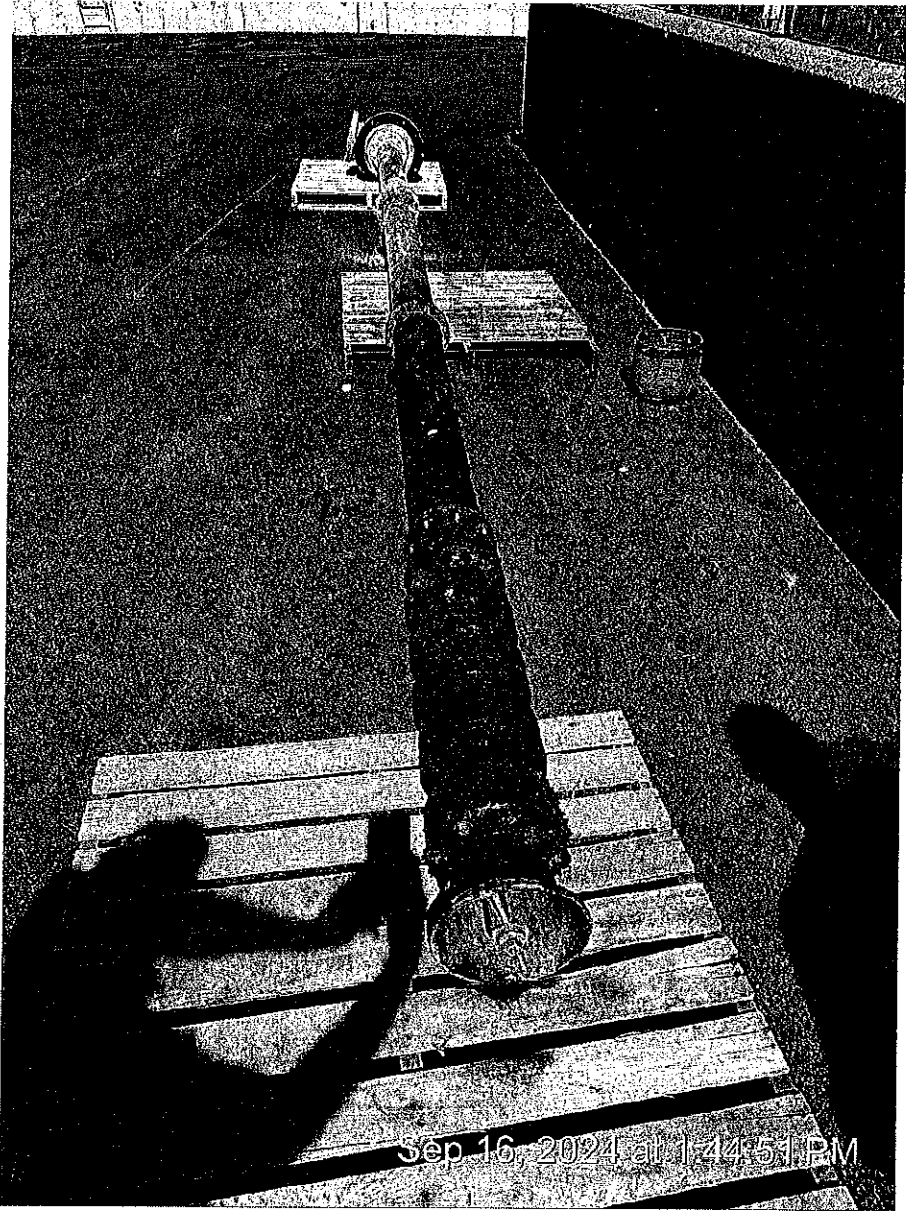




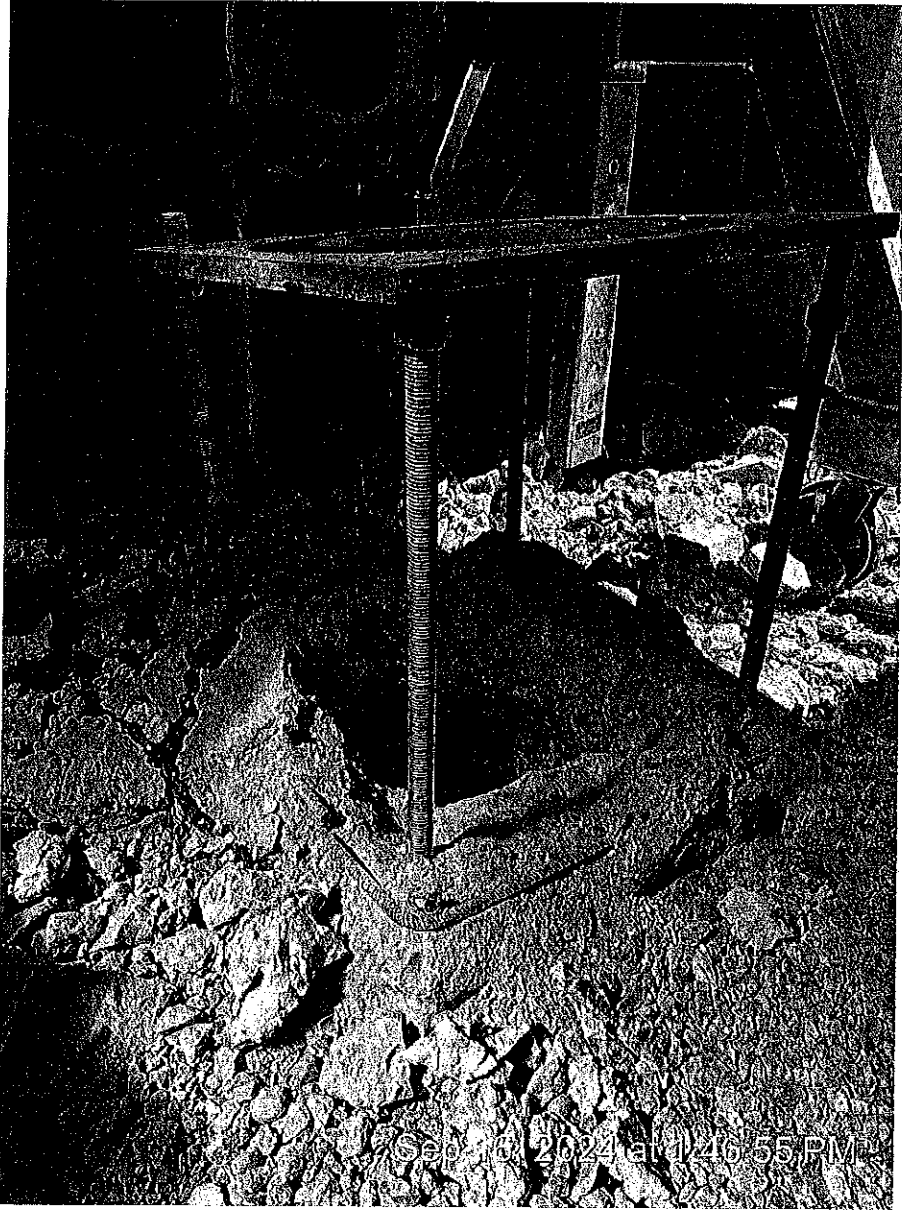


Sep 16, 2024 at 10:59:45 AM











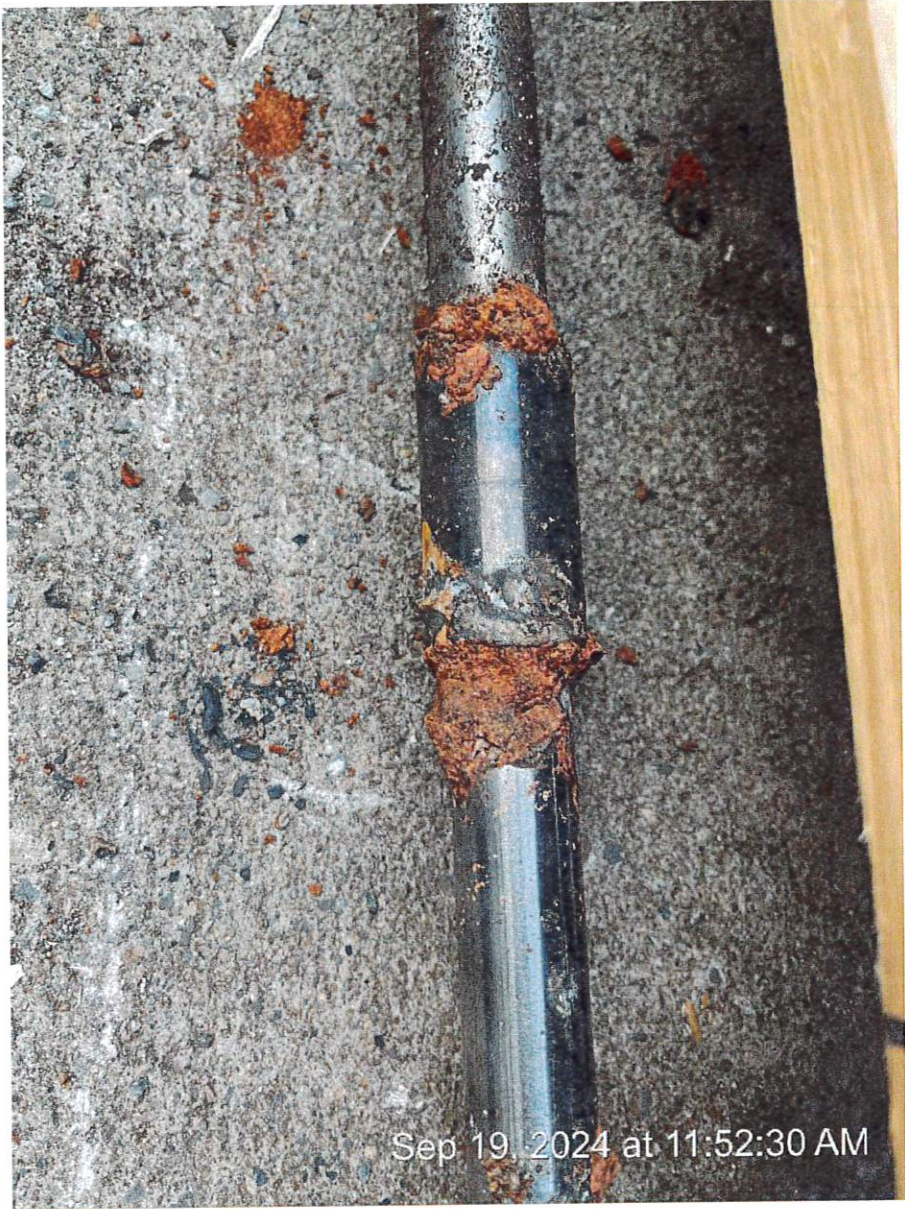


Sep 18, 2024 at 10:46:20 AM













Example of galvanic corrosion on a Boat Propeller and Nut.









W2 Operator Training Group, LLC.  
 131 Port Watson Street  
 Cortland, NY 13045  
 607-753-1477  
 w2oaa@outlook.com

**ADDRESS**

Binghamton Johnson City Waste  
 Water Treatment Plant

**Estimate J3634**

**DATE 09/26/2024**

QUANTITY	ACTIVITY	RATE	AMOUNT
3	New Hydroflo pump to produce 300gpm @ 87' TDH with fabricated head and column piping to match all critical dimensions of existing pumps and reuse customers motors and couplings.	43,400.00	130,200.00
1	Shipping	5,000.00	5,000.00
1	Field service call to install new pumps and existing motors. Price includes all prevailing wage labor and materials to complete work outlined. Crane service by others.	6,000.00	6,000.00

Thank you for your business! We accept credit card payments and ACH payments. Checks can be sent to:  
 W2O, 131 Port Watson Street, Cortland, NY 13045

<b>SUBTOTAL</b>	141,200.00
<b>TAX</b>	0.00

\*Any credit card payments over the amount of \$1,000 will be subject to a 3% service charge.

**TOTAL \$141,200.00**

Accepted By

Accepted Date





131 Port Watson Street, Cortland NY 13045 607-753-1477 [www.W2Pump.com](http://www.W2Pump.com)

W2O is New York's leading service provider for pump and process equipment in the water & wastewater industry, with over 30 years of combined experience in the business. Our partnerships with the industry's most prominent manufacturers enable us to provide our customers with turnkey solutions for all their equipment needs. These partnerships, along with our experienced and dedicated staff, have established W2O as the preferred choice for the highest quality customer service at a fair price.

### W2O Partner Companies



FAIRBANKS NIJHUIS





## Services We Offer

Pump Repair

Process Equipment Repair

Plant Piping Replacement & Repair

Actuator Valves

Preventative Maintenance Contracts

Crane Service (7,500lbs & Up To 30 Feet)

Vibration Analysis

Power Logging

Thermal Imaging

Certified Backflow Testing

Pipe Hot Tapping

Core Drilling

Field Service & Installation

Motor Sales & Repair

Valve Repair

Multistage Centrifugal Blowers

Confined Space Services

Equipment Failure Analysis

Laser Alignment

Media Blasting & Epoxy Coating

Motor Surge Testing

Chlorinator Sales & Service

Collection and Distribution System Repairs

Submersible Drone Inspections



*"To give real service you must add something which cannot be bought or measured with money, and that is sincerity and integrity."*

**-Douglas Adams**

Company: W2 Operator Training Group

Name:

Date: 8/9/2024



**Pump:**

Size: 9EC (3 stage)  
 Type: Vertical  
 Synch Speed: 1800 rpm  
 Curve: 122211  
 Specific Speeds:  
 Dimensions:  
 Vertical Turbine:  
 Speed: 1770 rpm  
 Dia: 7.7 in  
 Impeller: 9EH SS ENCL.  
 Ns: ---  
 Nss: ---  
 Suction: 6 in  
 Discharge: 6 in  
 Bowl Size: 9.5 in  
 Max Lateral: 0.75 in  
 Thrust K Factor: 4 lbf/ft

**Search Criteria:**

Flow: 300 US gpm Head: 187 ft

**Fluid:**

Water  
 Density: 62.32 lb/ft<sup>3</sup>  
 Viscosity: 0.9946 cP  
 NPSHa: ---  
 Temperature: 68 °F  
 Vapor Pressure: 0.3391 psi a  
 Atm Pressure: 14.7 psi a

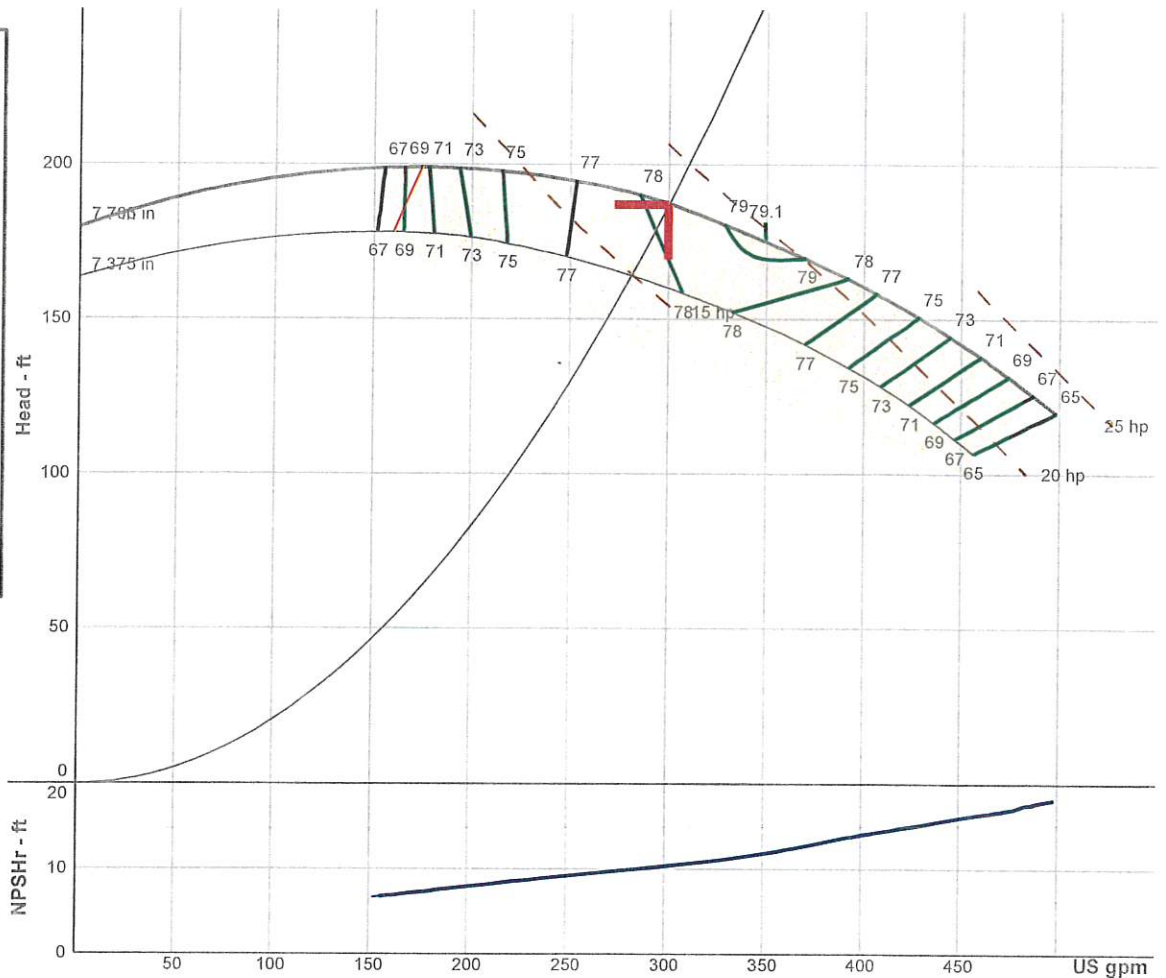
**Motor:**

Standard: NEMA  
 Enclosure: WP1  
 Sizing Criteria: Max Power on Design Curve  
 Size: 25 hp  
 Speed: 1800 rpm  
 Frame: 284T

**Pump Limits:**

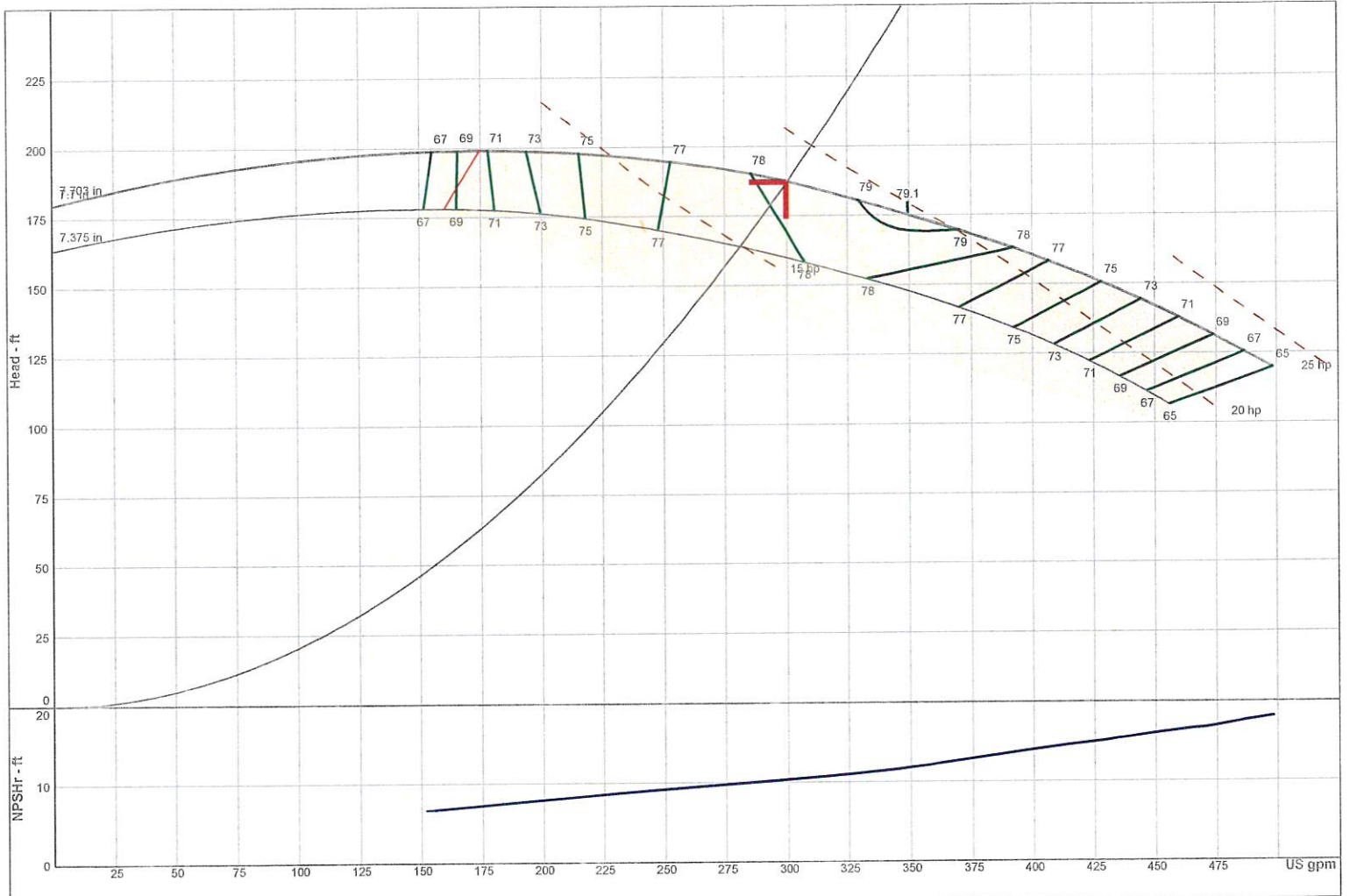
Temperature: 140 °F  
 Pressure: 278 psi g  
 Sphere Size: 0.531 in  
 Power: 200 hp  
 Eye Area: ---

---- Duty Point ----	
Flow:	300 US gpm
Head:	187 ft
Eff:	78.3%
Power:	18 hp
NPSHr:	10.4 ft
---- Design Curve ----	
Shutoff Head:	180 ft
Shutoff dP:	77.8 psi
Min Flow:	175 US gpm
BEP:	79.1% @ 350 US gpm
NOL Power:	23.2 hp @ 498 US gpm
-- Max Curve --	
Max Power:	23.2 hp @ 498 US gpm



**Performance Evaluation:**

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
360	1770	172	79.1	19.8	12.2
300	1770	187	78.3	18	10.4
240	1770	196	76.3	15.5	8.94
180	1770	199	71.3	12.7	7.38
120	1770	---	---	---	---



Company: W2 Operator Training Group  
 Name:  
 8/9/2024

Hydroflo Pumps USA, Inc.  
 Catalog: Hydroflo VS Pumps.60, Vers 18.3  
 Vertical - 1800 rpm  
 Design Point: 300 US gpm, 187 ft

Size: 9EC (3 stage)  
 Speed: 1770 rpm  
 Dia: 7.7 in  
 Curve: 122211  
 Impeller: 9EH SS ENCL.

**Hydroflo Pumps**  
 Fluid Solutions  
 A Taco Group Company

**CUSTOMER:** W2 Operator Training Group

**CONFIGURATION:** C-57060-w

**CALCULATION INFORMATION**

Impeller Weight: 8.00 lbs  
 K-Factor: 4 lbs/ft  
 Total Thrust Load: 824 lbs  
 Moment of Inertia: 0.0491 in<sup>4</sup>  
 Modulus of Elasticity: 29000000 lbs/in<sup>2</sup>

**PUMP ASSEMBLY**

GPM: 300  
 TDH: 187  
 Nominal Speed: 1770  
 Pump Model: 9EC  
 Stages: 3

**LINESHAFT ASSEMBLY**

Lineshaft Diameter: 1.00"  
 Lineshaft Material: 416SS  
 Lineshaft Weight: 0.2225 lbs/in  
 Bearing Material: RUBBER  
 Bearing Spacing: 120.00"

**CALCULATION METHODOLOGY**

$$N_c = \frac{30n}{l} \sqrt{\frac{g}{w}} \sqrt{EI \left( \frac{n\pi}{l} \right)^2 + T}$$

N = shaft RPM  
 n = critical speed number  
 l = length between supports  
 g = acceleration due to gravity  
 w = unit weight of shafting  
 E = modulus of elasticity  
 I = moment of inertia  
 T = total thrust load

**FINAL CALCULATIONS**

**FIRST CRITICAL**

442 RPM

**SECOND CRITICAL**

1432 RPM

**THIRD CRITICAL**

3062 RPM

**\*UNDER / OVER**

1416 RPM

2124 RPM

\* The Critical Speeds for the bearing system should be outside the UNDER / OVER RPM's listed above.

**NOTICE**

The above equation is based on "The Calculation of Natural Frequency Vibration and Critical Speeds of Shafts Carrying a Direct Tensile Load", by E.L. Thearle, with modifications to fit all basic vertical turbine pumps. The calculations contained herein are only based on the above information and do not account for the pump unit once installed. Critical Speeds and Critical Frequencies are ultimately based on the complete unit mounted in place. The foundation, piping, mounting surface, type of fastening and many other factors directly affect the final Critical Speeds and Critical Frequencies associated with the final operating pump unit in its final position. Per the Hydraulic Institute website: "in a field installation, the vibrating structure comprises, in addition to the pump, the foundation, the mounting, the piping and its supports, and may include the driver and flexible shafting. The natural frequency of the vibrating structure is determined by the stiffness of the total structure and by its equivalent mass. It may therefore differ significantly from the natural frequency of the pump alone."

\*\*TPL and Total Column Lengths +/- 1.5"  
All Dimensions In Inches

PROJECT SPECIFICATIONS

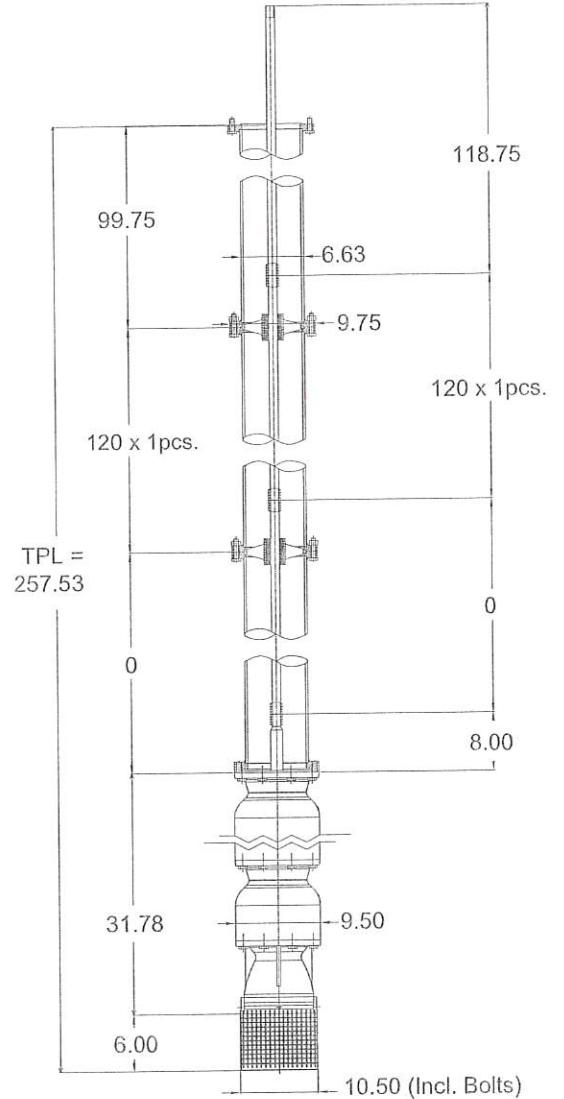
Date: 8/9/2024  
 Job:  
 Config #: C-57060-w  
 GPM: 300  
 Head FT: 187  
 Pump Model: 9EC - 3 Stage  
 Imp. Type: 9EH SS ENCL.  
 Pump Materials: Ductile Iron / 316SS  
 Bowl Bearings: Marine-Phenolic Backed  
 Bowl Shaft: 1.5000" 416SS  
 Strainer Type: 304SS Bolt-On Basket  
 Column: 6" x .280" wall  
 Lineshaft: 1.00" 416SS  
 Lineshaft Brgs: Rubber  
 Discharge Head: None  
 Discharge Flange: 6" 150# RF Discharge Flange  
 Seal Type: N/A  
 Head Shaft:  
 Foundation Plate: N/A

Minimum Submergence

Minimum Submergence from  
bottom of suction for vortex  
suppression: 20". \*This does  
NOT include NPSHr needs.

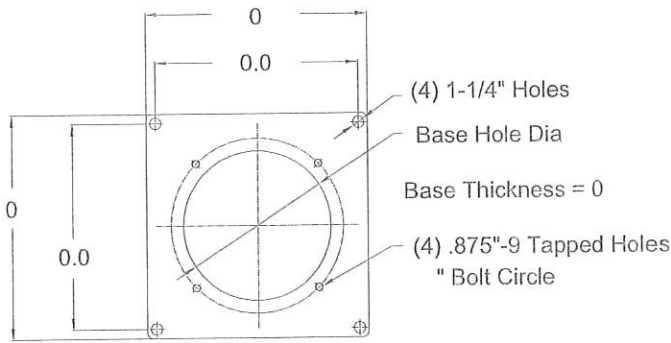
DRIVER INFORMATION

Mfr: Not Wanted  
 Enclosure: No Driver Wanted  
 HP: 25  
 RPM: 1800  
 Phase/Volt:  
 Frame:  
 Efficiency:  
 NRR or SRC:



Column Note

The column dimensions, on this side, do not include the bearing spiders.



FOUNDATION PLATE

Estimated Shipping Weight: 918 Lbs.

**NOT FOR CONSTRUCTION**

NOTICE

This drawing is the confidential property of Hydroflo Pumps USA, Inc., a Taco Group Company and is furnished for your information only and must not be made public or copied and must be returned on demand. Manufacture of parts per this drawing is expressly forbidden except by written authorization from Hydroflo Pumps USA, Inc., a Taco Group Company. All rights of design and invention are reserved and patents pending.

REV	DATE	REVISION	CH
REFERENCE	HYDROFLO PUMPS INC. WORK ORDER NO.		
PUMP S.N.	NO. REQD:	Qty	
MATERIAL: NOTED			



HYDROFLO PUMPS USA, INC.  
 7118 LOBLOLLY PINE BLVD.  
 FAIRVIEW, TN 37062  
 PHONE: 615.799.9662  
 FAX: 615.799.5654

**W2 Operator Training Group  
 9EC - 3 Stage Product Lubricated  
 Vertical Turbine Pump System**

CUSTOMER P.O. NO.		General Arrangement Design Specifications	
DR BY: Config	DATE: 8/9/2024	DWG. NO.	SHT. REV.
CK BY:	DATE:		

**PAGE 2 DRAWING**

Bill Of Materials

ALL DIMENSIONS IN INCHES

ItemNo.	Qty.	Description	Material Grade
1	1	Bowl Shaft	416 Stainless Steel
16	3	Bowl	A-536 GR. 65-45-12
18	3	Bearing - Bowl	Micarta - Nitrile - Buna-N
19	3	Impeller Collet	316 Stainless Steel
20	3	Impeller	316 Stainless Steel
23	24	Bolt - Bowl	316 Stainless Steel
24	12	Bolt - Suction	316 Stainless Steel
25	1	Suction - Threaded	A-536 GR. 65-45-12
27	1	Sand Collar	316 Stainless Steel
28	1	Bearing - Suction	C93200 Bronze
29	1	Pipe Plug - Suction	316 Stainless Steel
31	1	Strainer - Bolt-On Basket	304 Stainless Steel

**ZOOM FOR DETAIL**

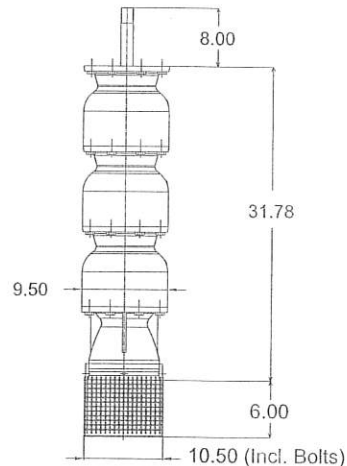
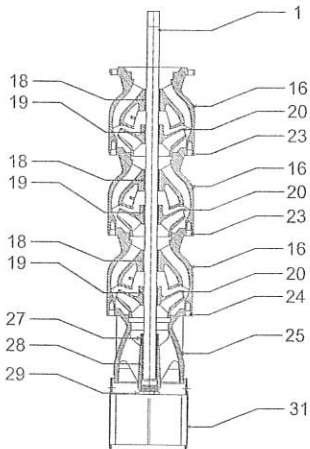
**NOT TO SCALE**

**PROJECT SPECIFICATIONS**

Date: 8/9/2024  
 Job:  
 Config #: C-57060-w  
 GPM: 300  
 Head FT: 187  
 Pump Model: 9EC - 3 Stage  
 Imp. Type: 9EH SS ENCL.  
 Pump Materials: Ductile Iron / 316SS  
 Bowl Shaft Dia: 1.5000

**DRIVER INFORMATION**

Mfr:  
 Enclosure: No Driver Wanted  
 HP: 25  
 RPM: 1800  
 Phase/Volt:



Estimated Bowl Assy  
 Weight: 261 Lbs.

**NOT FOR CONSTRUCTION**

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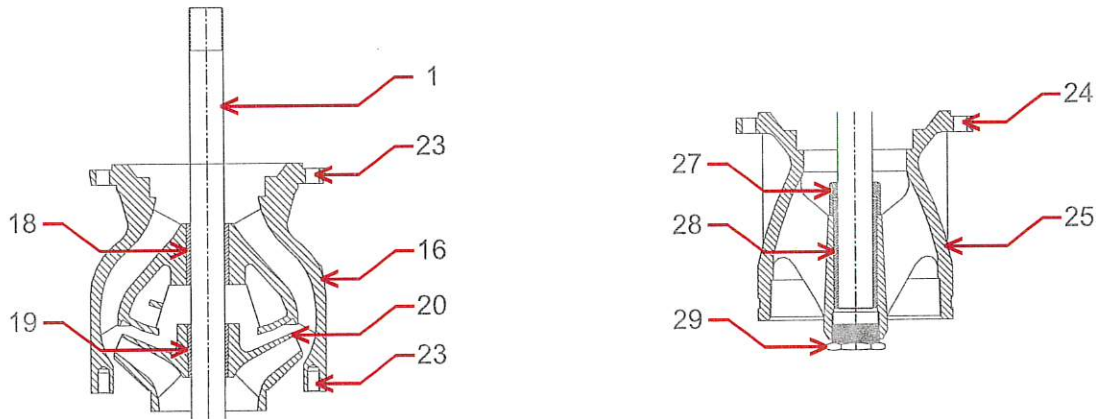
HYDROFLO PUMPS USA, INC.  
 7118 LOBLOLLY PINE BLVD.  
 FAIRVIEW, TN 37062  
 PHONE: 615.799.9662  
 FAX: 615.799.5654

**W2 Operator Training Group  
 9EC - 3 Stage Water Lube  
 Vertical Turbine Pump System**

REV	DATE	REVISION	CH

REFERENCE	HYDROFLO PUMPS INC. WORK ORDER NO.	CUSTOMER P.O. NO.	General Arrangement Design Specifications		
PUMP S.N.	NO. REQD: Qty	DR BY: Config DATE: 8/9/2024	DWG. NO.	SHT.	REV.
MATERIAL: NOTED		CK BY: DATE:			

ItemNo.	Qty.	Description	Material Grade
1	1	Bowl Shaft	416 Stainless Steel
16	3	Bowl	A-536 GR. 65-45-12
18	3	Bearing - Bowl	Micarta - Nitrile - Buna-N
19	3	Impeller Collet	316 Stainless Steel
20	3	Impeller	316 Stainless Steel
23	24	Bolt - Bowl	316 Stainless Steel
24	12	Bolt - Suction	316 Stainless Steel
25	1	Suction - Threaded	A-536 GR. 65-45-12
27	1	Sand Collar	316 Stainless Steel
28	1	Bearing - Suction	C93200 Bronze
29	1	Pipe Plug - Suction	316 Stainless Steel
31	1	Strainer - Bolt-On Basket	304 Stainless Steel



Pump Model: 9EC - 3 Stage

NOT FOR CONSTRUCTION

Config #: C-57060-w

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HYDROFLO PUMPS USA, INC.  
 7118 LOBLOLLY PINE BLVD.  
 FAIRVIEW, TN 37062  
 PHONE: 615.799.9662  
 FAX: 615.799.5654

**W2 Operator Training Group  
 9EC - 3 Stage Water Lube  
 Vertical Turbine Pump System**

REV	DATE	REVISION	CH

REFERENCE	HYDROFLO PUMPS INC. WORK ORDER NO.	CUSTOMER P.O. NO.	General Arrangement Design Specifications	
PUMP S.N.	NO. REQD: Qty	DR BY: Config DATE: 8/9/2024	DWG. NO.	SHT. REV.
MATERIAL: NOTED		CK BY: DATE:		





# EPOXOLINE SERIES 21

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Phenalkamine Epoxy

**COMMON USAGE** High solids, immersion-grade coating offering exceptional build per coat for long-term corrosion resistance. For use on the interior and exterior of steel or concrete tanks, reservoirs, pipes, valves, pumps, and equipment, as well as other steel and concrete substrates. Specially formulated to meet the latest requirements for use in potable water applications.

**COLORS** WH16 Off White, 35GR Black, 33GR Gray, 39BL Delft Blue, 1255 Beige. **Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur. **Important: Due to the product's curing agent chemistry, color variations can be pronounced. However, these changes in color are aesthetic only and will not affect performance or certifications. Contact your Tnemec representative for more information.**

**SPECIAL QUALIFICATIONS** Certified by NSF International in accordance with NSF/ANSI/CAN Std. 61 and the extraction requirements of NSF/ANSI/CAN 600. Series 21 is qualified for interior use on tanks and reservoirs, pipes, fittings, valves and pumps. Reference Tnemec's certified product listing at [www.nsf.org](http://www.nsf.org) for additional details. Conforms to AWWA D102 Inside Systems No. 1, 2, 5 and 6.

## COATING SYSTEM

**PRIMERS** **Steel:** Self-priming, Series 1, L69, L69F, N69, N69F, 91-H<sub>2</sub>O, 94-H<sub>2</sub>O, 98-H<sub>2</sub>O, L140, L140F, N140, N140F, 394  
**Concrete:** Self-priming, L69, L69F, N69, N69F, L140, L140F, N140, N140F, 215, 218.  
**CMU:** Self-priming or Series 215  
**Note:** The following maximum recoat times apply; itself, 30 days; Series 1, L69, N69, 91-H<sub>2</sub>O, 94-H<sub>2</sub>O, 98-H<sub>2</sub>O, L140 or N140, 9 months.

**TOPCOATS** Series 21, 72, 73, 406, 1094, 1095, 1096. **Note:** A 30 day maximum recoat time applies when topcoating with Series 72, 73, 406. A 9 month maximum recoat time applies when topcoating with Series 21, 1094, 1095, 1096.

## SURFACE PREPARATION

**PRIMED STEEL** **Immersion Service:** Scarify the Series L140, L140F, N140, N140F prime coat surface by brush-blasting with fine abrasive before topcoating if it has been exterior exposed for 30 days or longer and 21 is the specified topcoat.  
**Non-Potable, Immersion Service:** Scarify the Series L69, L69F, N69, N69F prime coat surface by brush-blasting with fine abrasive before topcoating if it has been exterior exposed for 30 days or longer and 21 is the specified topcoat.

**STEEL** **Immersion Service:** SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 2.0 mils.  
**Non-Immersion Service:** SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 2.0 mils. **Note:** Abrasive blast cleaning generally produces the best coating performance. If conditions will not permit this, Series 21 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces.

**CAST/DUCTILE IRON** All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAPF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).

**CONCRETE** Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

**ALL SURFACES** Must be clean, dry and free of oil, grease, chalk and other contaminants.

## TECHNICAL DATA

**VOLUME SOLIDS** 82% ± 2.0% (mixed) †

**RECOMMENDED DFT** 4.0 to 20.0 mils (100 to 510 microns). **Note:** Thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

**CURING TIME**

Temperature	To Handle	To Topcoat	Potable Water Immersion
90°F (32°C)	2 hours	4 hours	7 days
75°F (24°C)	3 hours	5 hours	7 days
65°F (18°C)	5 hours	9 hours	8 days
55°F (13°C)	12 hours	18 hours	9 days
45°F (7°C)	20 hours	24 hours	13 days
40°F (4°C)	22 hours	28 hours	18 days
35°F (2°C)	64 hours	72 hours	30 days

Curing time varies with surface temperature, air movement, humidity and film thickness. **Note:** Maximum recoat time with itself is 30 days.

# EPOXOLINE | SERIES 21

<b>VOLATILE ORGANIC COMPOUNDS</b>	Unthinned: 1.20 lbs/gallon (144 grams/litre) Thinned 10% (No. 88 Thinner): 1.69 lbs/gallon (203 grams/litre) †												
<b>HAPS</b>	Unthinned: 1.14 lbs/gal solids Thinned 10% (No. 88 Thinner): 1.79 lbs/gal solids												
<b>THEORETICAL COVERAGE</b>	1,315 mil sq ft/gal (31.5 m <sup>2</sup> /L at 25 microns). See APPLICATION for coverage rates. †												
<b>NUMBER OF COMPONENTS</b>	Two: Part A (epoxy) and Part B (amine)												
<b>MIXING RATIO</b>	By volume: Two (Part A) to one (Part B)												
<b>PACKAGING</b>	<table border="1"> <thead> <tr> <th></th> <th>Part A (Partially Filled)</th> <th>Part B (Partially Filled)</th> <th>When Mixed</th> </tr> </thead> <tbody> <tr> <td>Large Kit</td> <td>1-6 gallon pail</td> <td>1-3 gallon pail</td> <td>5 gallons (18.9 L)</td> </tr> <tr> <td>Small Kit</td> <td>1-1 gallon can</td> <td>1-1 gallon can</td> <td>1 gallon (3.79 L)</td> </tr> </tbody> </table>		Part A (Partially Filled)	Part B (Partially Filled)	When Mixed	Large Kit	1-6 gallon pail	1-3 gallon pail	5 gallons (18.9 L)	Small Kit	1-1 gallon can	1-1 gallon can	1 gallon (3.79 L)
	Part A (Partially Filled)	Part B (Partially Filled)	When Mixed										
Large Kit	1-6 gallon pail	1-3 gallon pail	5 gallons (18.9 L)										
Small Kit	1-1 gallon can	1-1 gallon can	1 gallon (3.79 L)										
<b>NET WEIGHT PER GALLON</b>	12.91 ± 0.25 lbs (5.86 ± 0.11 kg) †												
<b>STORAGE TEMPERATURE</b>	Minimum 20°F (-7°C) Maximum 110°F (43°C) Prior to application, the material temperature should be above 60°F (16°C). It is suggested the material be stored at this temperature at least 48 hours prior to use.												
<b>TEMPERATURE RESISTANCE</b>	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)												
<b>SHelf LIFE</b>	12 months at recommended storage temperature.												
<b>FLASH POINT - SETA</b>	Part A: 85°F (29°C) Part B: 134°F (57°C)												
<b>HEALTH &amp; SAFETY</b>	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. <b>Keep out of the reach of children.</b>												

## APPLICATION

<b>COVERAGE RATES</b>	<table border="1"> <thead> <tr> <th></th> <th>Dry Mils (Microns)</th> <th>Wet Mils (Microns)</th> <th>Sq Ft/Gal (m<sup>2</sup>/Gal)</th> </tr> </thead> <tbody> <tr> <td>Minimum</td> <td>4.0 (100)</td> <td>5.0 (125)</td> <td>329 (30.5)</td> </tr> <tr> <td>Maximum</td> <td>20.0 (510)</td> <td>24.0 (610)</td> <td>66 (6.1)</td> </tr> </tbody> </table> <p><b>Note:</b> Maximum of 20.0 mils DFT in one coat. Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.</p>		Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)	Minimum	4.0 (100)	5.0 (125)	329 (30.5)	Maximum	20.0 (510)	24.0 (610)	66 (6.1)										
	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)																				
Minimum	4.0 (100)	5.0 (125)	329 (30.5)																				
Maximum	20.0 (510)	24.0 (610)	66 (6.1)																				
<b>MIXING</b>	Mix the entire contents of Part A and Part B separately. Scrape all of the Part B into the Part A pail by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within pot life limits after agitation. <b>Note:</b> Both components must be above 50°F (10°C) prior to mixing. For optimum application properties, the material temperature should be above 60°F (16°C). For applications to surfaces between 35°F to 50°F (2°C to 10°C) allow mixed material to stand 30 minutes and restir before use. <b>Note:</b> A large volume of material will set up quickly if not applied or lessened in mass. <b>Caution: Do not reseal mixed material. An explosion hazard may be created.</b>																						
<b>THINNING</b>	<b>Caution: Do not add thinner to Part A prior to mixing with Part B.</b> For air spray, airless spray, brush or roller, thin up to 10% or ¼ pint per gallon with No. 88 Thinner.																						
<b>POT LIFE</b>	2 hours at 77°F (21°C) 1 hour at 90°F (32°C)																						
<b>SPRAY LIFE</b>	1 hour at 77°F (21°C) 30 minutes at 90°F (32°C)																						
<b>APPLICATION EQUIPMENT</b>	<p><b>Air Spray</b></p> <table border="1"> <thead> <tr> <th>Gun</th> <th>Fluid Tip</th> <th>Air Cap</th> <th>Air Hose ID</th> <th>Mat'l Hose ID</th> <th>Atomizing Pressure</th> <th>Pot Pressure</th> </tr> </thead> <tbody> <tr> <td>DeVilbiss JGA</td> <td>E</td> <td>765 or 704</td> <td>5/16" or 3/8" (7.9 or 9.5 mm)</td> <td>3/8" or 1/2" (9.5 or 12.7 mm)</td> <td>75-100 psi (5.2-6.9 bar)</td> <td>10-20 psi (0.7-1.4 bar)</td> </tr> </tbody> </table> <p>Low temperatures or longer hoses require higher pot pressure.</p> <p><b>Airless Spray</b></p> <table border="1"> <thead> <tr> <th>Tip Orifice</th> <th>Atomizing Pressure</th> <th>Mat'l Hose ID</th> <th>Manifold Filter</th> </tr> </thead> <tbody> <tr> <td>0.015"-0.025" (380-635 microns)</td> <td>3000-4500 psi (207-310 bar)</td> <td>1/4" or 3/8" (6.4 or 9.5 mm)</td> <td>60 mesh (250 microns)</td> </tr> </tbody> </table> <p>Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions. <b>Roller:</b> Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers. <b>Brush:</b> Recommended for small areas only. Use high quality natural or synthetic bristle brushes.</p>	Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure	DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	10-20 psi (0.7-1.4 bar)	Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter	0.015"-0.025" (380-635 microns)	3000-4500 psi (207-310 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)
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0.015"-0.025" (380-635 microns)	3000-4500 psi (207-310 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)																				
<b>SURFACE TEMPERATURE</b>	Minimum 35°F (2°C) Maximum 135°F (57°C) The surface should be dry and at least 5°F (3°C) above the dew point. <b>Note:</b> For Series 21 cure capabilities below 35°F (2°C), contact Tnemec Technical Services.																						
<b>CLEANUP</b>	Flush and clean all equipment immediately after use with the recommended thinner or MEK.  † Values may vary with color.																						

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com

# Quote for Seal Assembly ONLY



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## Service Department:

Buffalo | Rochester | Albany

P - 585-224-7937

F - 585-224-7968

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

Serving New York Municipalities  
and Industry since 1949.

**Laser Alignment Specialists**

### EMAIL / FAX TRANSMITTAL FORM

Date: Wednesday, July 19, 2023  
To: Binghamton Johnson City  
Attention: Jim Ross  
Fax/Email: [jross@bjcwtp.onmicrosoft.com](mailto:jross@bjcwtp.onmicrosoft.com) Phone: 607-206-6809  
From: Michel Stam  
Title: Service Coordinator

### COMMENTS

Subject/Job: Service Proposal  
Make/Model: Peerless Vertical - 9LA  
Serial Number:  
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Nick Brown

Total Number of Pages Including Cover:

4

7/19/2023 4:06 PM



# Service Proposal

Service Department  
Buffalo | Rochester | Albany

Voice: P - 585-224-7937  
Fax: F - 585-224-7968

Date: July 19, 2023  
Make/Model: Peerless Vertical - 9LA

Serial #:   
Proposal #: 72337  
PO #:

To: Binghamton Johnson City  
4480 Vestal Road  
Vestal, NY. 13850  
Attn: Jim Ross  
Job: Service Proposal

## Work/Solution Proposed

Customer requests pump pickup and repair assessment, with a preliminary estimate for repair. The repair estimate is based on our experience with similar pumps and subject to actual findings after receipt of pump for disassembly and inspection. Proposed scope of services include:

### PHASE 1: Removal & Transport

- Arrange for third party crane truck company to pick-up pump at customer site and transport to Siewert service center. Siewert Service technician will be on-site to assist with motor and pump removal.

**\*\* Customer to perform LOTO and Confirm Pump & System are in a Zero Energy State. \*\***

### Phaser 2: DCI & Repair Assessment

- Disassembly, clean, and inspection to determine parts & services needed to restore OEM hydraulic performance & reliability.  
- Upon completion of work, a repair assessment report with detailed inspection findings & repair recommendations will be provided.

### PHASE 3: "Preliminary Repair Estimate":

Upon approval to proceed, provide labor and material to repair the unit:

- Internal surfaces will be cleaned to remove all surface scale.
- External surfaces to be cleaned, and painted (where applicable).
- Genuine OEM replacement parts will be provided as noted on attached parts list.
- Pump to be repaired and reassembled in accordance with OEM tolerances.

**\*\*\* Repair Pricing Shown for Labor and Mechanical Seal Only, any additional parts required for repair will be presented to the customer for approval and an amended PO will be required prior to ordering additional parts / added labor to install or repair. \*\*\***

### PHASE 4: Delivery, Installation Supervision & Startup:

After the repaired pump is brought back to the customer site, Siewert Equipment will arrange reinstallation with third Party Crane Service and one (1) Siewert Equipment technician to:

- Re-install the pump and motor
- Verify correct rotation
- Set impeller lift, couple motor and verify operation
- Start up of the repaired pump (1 full day).
- Technicians will require sufficient access to equipment; and provision for rigging, guard removal(s), and safety lockout/tagout

Work Terms

- 2.) Siewert Equipment is fully authorized for Service & Repair by Grundfos Pump Company.
- 3.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
- 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 5.) Payment terms are Net 30 days. A 4% processing surcharge applies to all credit card orders. Price quoted does not apply to credit card payments. Please request a revised quote if you need the option to pay by credit card. Merchant name on credit card statement will be Cummins-Wagner. This proposal is valid for the next 30 Days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above. If other work is required, a new estimate sheet will be sent to the customer for approval.

Phase Pricing

<b>PHASE 1: Removal &amp; Transport:</b> Lead Time:	<b>\$6,256</b>	1-2 Weeks
<b>Phase 2: DCI &amp; Repair Assessment</b> Lead Time:	<b>\$3,480</b>	1-2 Weeks
<b>PHASE 2: Preliminary Repair Estimate:</b> Lead Time:	<b>\$6,497</b>	4-6 Weeks
<b>Labor &amp; Mechanical Seal Only - Additional Parts / Labor Extra</b>		
<b>PHASE 3: Delivery / Installation / Startup:</b> Lead Time:	<b>\$6,256</b>	1-2 Weeks
<b>Total Price - Repair (estimate):</b> ~ Repair Lead Time:	<b>\$22,489</b>	7-12 Weeks

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (1) year manufacturer's warranty.

**\*\* PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW \*\***

Proceed with Repair  Discard Unit   
Return Unit (Un-Repaired)

This proposal is hereby accepted and SECO is authorized to proceed with the work; subject to credit approval by Siewert Equipment Co., Inc.

Tax Exempt: No  Yes  \* Fax copy of tax exempt cert. if applicable

Purchase Order Number:

Credit Card: (✓ one) MasterCard  Visa  American Express

Card #  Expiration  Security Code

\*Credit Card: A 4% processing surcharge applies to all credit card orders. Merchant name on statement is Cummins-Wagner.\*

**Binghamton Johnson City**

**Siewert Equipment Co. Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: **Michel Stam**  
Title: **Service Coordinator**  
Date: **7/19/2023**



# Parts List

**Service Department**  
Buffalo | Rochester | Albany

Voice: P - 585-224-7937  
Fax: F - 585-224-7968

Date: July 19, 2023  
Make/Model: Peerless Vertical - 9LA

Serial #: 0  
Proposal #: 72337  
PO #: 0

To: Binghamton Johnson City  
4480 Vestal Road  
Vestal, NY. 13850  
Attn: Jim Ross  
Job:

<u>Material List</u>	
Quantity	Description
1	SEAL ASSEMBLY, CARTRIDGE FOR



"A 100% Employee Owned Company"



EESCO Pump & Valve



## TERMS AND CONDITIONS

- 1. PRODUCTS:** Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.
- 2. SELECTION AND END USE:** Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.
- 3. QUOTATIONS:** Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.
- 4. PURCHASE ORDERS AND ACCEPTANCE:** Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.
- 5. SUBMITTAL:** If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Seller's Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.
- 6. TIME OF SHIPMENT:** Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.
- 7. DELIVERY AND FREIGHT:** Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.
- 8. STORAGE:** A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.
- 9. PAYMENT:** Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1 1/2% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoice(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 4% fee.
- 10. TAXES:** Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.
- 11. CREDIT AND DEFAULT:** If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.
- 12. WARRANTIES:** There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.
- 13. SELLER'S LIABILITY:** Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.
- 14. RETURNS:** Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.
- 15. SERVICE:** Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.
- 16. CHANGE, MODIFICATION, CANCELLATION:** This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.
- 17. JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Maryland.



RL Number: 24-194

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

Ronald B. Lake P.E.  
(Name)

City Engineer  
(Title)

(607) 772-7007  
(Phone number)

Additional Presenters:

### To Be Completed By Applicant

Proposed Title:

Proposal for Parking Consulting and Structural Engineering Services

Executive Summary (Explain why legislation is necessary):

Review the implications of the two Value Engineering (VE) items: The structurally framed pedestrian walkway will now be enclosed with a wire mesh that is approximately 90% open. The added area will be incorporated into the resultant wind loads for structural analysis. The thickness of the glass roofing will be reduced by 50%. The reduced weight will be factored into the analysis, specifically the considerations for uplift in the connections to the existing structure. +

Effective Date (if applicable): 10/10/24

**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: David W. McLaren, P.E. - McLaren Engineering Group Total Cost: \$3,800.00

Funds available in Budget Line: H5650-525272-10823

Title: WATER ST PARKING GARAGE

Public Hearing required? Yes  Not Applicable

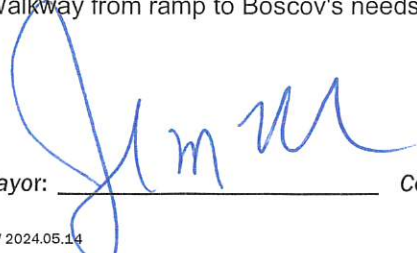
SEQRA required? Yes  Not Applicable

Additional information related to this RL attached? Yes  No

Expedition requested for this RL? Yes  No

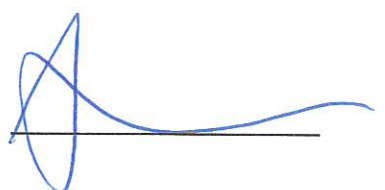
Please explain why expedition is necessary:

Walkway from ramp to Boscov's needs to be opened by November.

Mayor: 

For Internal Use Only

Comptroller: 

Corp. Counsel: 





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

Ronald B. Lake P.E.  
(Name)

City Engineer  
(Title)

(607) 772-7007  
(Phone number)

### Additional Presenters:

### To Be Completed By Applicant

#### Proposed Title:

Proposal for Parking Consulting and Structural Engineering Services

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

Review the implications of the two Value Engineering (VE) items: The structurally framed pedestrian walkway will now be enclosed with a wire mesh that is approximately 90% open. The added area will be incorporated into the resultant wind loads for structural analysis. The thickness of the glass roofing will be reduced by 50%. The reduced weight will be factored into the analysis, specifically the considerations for uplift in the connections to the existing structure.

Effective Date (if applicable): 10/10/24

**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: Jonathan Claeys, A.I.A. / CJS Architects

Total Cost: \$3,800.00

Funds available in Budget Line: H5650-525272-10823

Title: WATER ST PARKING GARAGE

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:

Walkway from ramp to Boscov's needs to be opened by November.

### For Internal Use Only

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



Structural | Civil + Site | Marine + Coastal  
Bridge, Highway + Rail | Entertainment | Geotechnical  
Facade + Building Envelope | Construction Engineering  
Forensic Investigation | Surveying + Mapping

September 3, 2024

CJS Architects  
755 Seneca Street  
Buffalo, NY 14210

Attn: Robert E. Stark

Email: [rstark@cjsarchitects.com](mailto:rstark@cjsarchitects.com)

Re: Proposal for Parking Consulting and Structural Engineering Services  
183 Water Street  
Binghamton, NY

PROPOSAL NO. 210779 REV00 PHASE 8

## INTRODUCTION

M.G. McLaren Engineering and Land Surveying, P.C. (McLaren) is pleased to provide CJS Architects (CJS) this proposal for additional parking consultant and structural engineering services, as described below.

## PROFESSIONAL SERVICES

Professional services shall include the following:

### PHASE 8 – WALKWAY VE REVISIONS

At your request we will review the implications of the two Value Engineering (VE) items listed below:

1. The structurally framed pedestrian walkway will now be enclosed with a wire mesh that is approximately 90% open. The added area will be incorporated into the resultant wind loads for structural analysis.
2. The thickness of the glass roofing will be reduced by 50%. The reduced weight will be factored into the analysis, specifically the considerations for uplift in the connections to the existing structure.

The design modifications to the above will be incorporated into the drawing set, if required, and a subsequent Addendum will be issued.

**FEE**

McLaren proposes to provide the above Scope of Services for the Lump Sum Fee indicated below, plus reimbursable expenses. Project shall be invoiced monthly according to percent complete.

Phase 8 – Walkway VE Revisions \$ 3,800

This proposal is subject to the terms and conditions which are attached to Proposal No. 210779 Rev05, dated February 16, 2022, and shall remain valid 30 days from the date of issuance of this proposal unless it is accepted as an Addendum to the Contract.

Should you find this proposal acceptable, kindly sign and return one (1) copy to serve as our contract. Work shall commence upon receipt of signed contract.

Very truly yours,

The Office of  
M.G. McLaren Engineering and Land Surveying, P.C.



David W. McLaren, P.E.  
Vice President - Structures

DWM/TMM/SJR/cmc

cc: DWM, GBK, WJM – Internal  
McLaren File No. 210779 REV00 Phase 8

ACCEPTED:

---

For	CJS Architects	Title	Date
	Authorized Person		

\\Nycdata01\Projects\Proj210\210779\1\_Proposal Tech Info\Working Documents\Prop05-Rev00-210779.00 P8 -183 Water St - CJS Architects 2024-09-03.Docx



RL Number: 24-195

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

Ronald B. Lake P.E.  
(Name)

City Engineer  
(Title)

(607) 772-7007  
(Phone number)


### Additional Presenters:

### To Be Completed By Applicant

#### Proposed Title:

Professional Services For Combined Sewer Overflow Post Construction Compliance Monitoring.

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

John LaGorga formally of GHD was the original provider for our CSO sampling while at GHD. He has moved to MRB, and we feel his expertise is still required to complete the sampling project. John did the mercury sampling and no one at GHD knows the location and we would like him to do that one more time. John is also the author of the reports to DEC. We feel that it is necessary for him to review and comment on the final report as he understands and has been the DEC contact. 

Effective Date (if applicable): 10/10/24

**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: R24-26

Adoption Date: 4/30/24

Contract: Person/Company: John LaGorga MRB Group

Total Cost: \$6,700.00

Funds available in Budget Line: H8120-590011-F0015

Title: SEWER PUMP STATION IMP.

Public Hearing required? Yes  Not Applicable

SEQRA required? Yes  Not Applicable

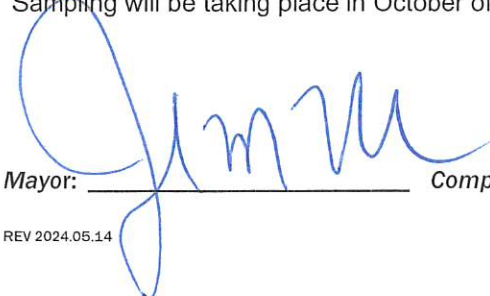
Additional Information related to this RL attached? Yes  No

Expedition requested for this RL? Yes  No

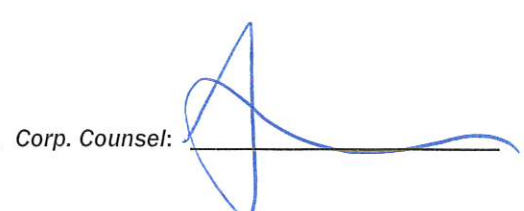
#### Please explain why expedition is necessary:

Sampling will be taking place in October of 2024.

#### For Internal Use Only

Mayor: 

Comptroller: 

Corp. Counsel: 



September 19, 2024

Ronald Lake, PE  
City of Binghamton  
Binghamton City Hall  
38 Hawley St.  
Binghamton NY 13901

**Re: Proposal for Professional Services  
Combined Sewer Overflow Post Construction Compliance Monitoring**

Dear Mr. Lake,

MRB Group is pleased to provide you with this proposal for Professional Services.

**I. Background/Understanding**

The City of Binghamton and the Village of Johnson City are served by combined sewer systems that convey both sanitary sewage and stormwater flows to the Binghamton–Johnson City Sewage Treatment Plant. During some wet weather events, the City’s and Village’s systems discharge a portion of the combined sewage directly into the Susquehanna River.

The City and Village fulfilled their Combined Sewer Overflow (CSO) Long-Term Control Plan obligations by characterizing their collection system, increasing the capacity of the sewage treatment plant, and constructing screening facilities at their overflow locations. They continue to meet their CSO obligations by completing Post-Construction Compliance Monitoring to confirm, through sampling, that they are capturing and treating 85 percent of their combined sewage volume (for an average year) and that water quality standards are being met in the Susquehanna River.

Sampling was completed in 2010, 2020, and now in 2024. Samples were collected upstream and downstream of the City and Village’s CSO outfalls, in addition to major tributaries. These samples were collected during the spring, summer, and autumn months, during both dry and wet weather events, to represent typical weather conditions. Many water quality parameters were measured in 2010 and 2020, but in 2024 only the parameters that exceeded (or nearly exceeded) water quality standards are being sampled, namely fecal coliform, mercury, and iron. Iron levels in this area of the

**220 Salina Meadows Pkwy #180, Syracuse, NY 13212 • (315) 457-0537**

**MRBGroup.com**

Susquehanna River are naturally high because of the watershed geology. Mercury is from atmospheric deposition and stormwater, while fecal coliforms are from both human and animal sources, as verified through fecal coliform DNA sampling performed by Cornell University.

While at GHD, John LaGorga developed the 2024 sampling plan, performed river sampling and mercury sampling in the collection system, and performed preliminary data interpretation. Mercury sampling in the collection system needs to be completed one more time during the month of October 2024. John LaGorga, now at MRB Group, is the only person who has sampled at these locations and, for cost-effectiveness reasons, should collect the samples instead of training others to do so for this single day of sampling in October. Further, fecal coliform densities are higher than expected in some stretches of the Susquehanna River, and therefore John LaGorga, with almost 20 years of experience with the City and Village’s CSOs, is best qualified to review the sampling results and final report before submittal to NYSDEC.

**II. Scope of Services and Compensation**

**A. Mercury Collection System Sampling**

1. Coordinate with GHD about the sampling day and for sampling supplies.
2. Coordinate with the City and Village prior to sampling.
3. Perform sampling with the City and Village in their respective sewer systems. The sampling will be completed in the same manner as in April and June 2024.

---

**Subtotal of A, Items 1-3 ..... \$1,200.00**

**B. Review of Sampling Results and Final Draft Report**

1. Review the sampling results. GHD, City, or Village is to provide an Excel file with raw data and result statistics.
2. Conduct one meeting with GHD, City, and Village to discuss the sampling results and interpretation of results. GHD is to provide this information one week prior to the meeting. The purpose of this meeting is to develop how the data and results will be presented in the final report.
3. Review the final draft report and provide comments on the report before it is submitted to the NYSDEC. GHD, City, or Village is to provide the final draft report.

---

**Subtotal of B, Items 1-3 ..... \$5,000.00**

C. Meeting with NYSDEC (if needed)

1. Participate in a meeting with NYSDEC to present the findings and discuss next steps (if needed). This task would only be billed if used.

---

**Subtotal of C, Items 1 ..... \$500.00**

**Total Compensation ..... \$6,700.00**

*The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Rates are subject to adjustment.*

### III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Sampling other than mercury sampling.
- B. Development and production of the report.
- C. Additional sampling, and study, design, bidding, or construction phase services.
- D. Grant administration.

### IV. Commencement of Work

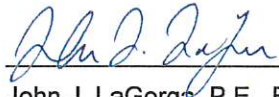
Upon receipt of the signed proposal, MRB Group will begin work on the project.

### V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's Standard Terms and Conditions.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to continuing to work with you on this very important project.

Sincerely,



John J. LaGorga, P.E., BCEE  
Senior Project Manager



James J. Oberst, P.E., LEED AP  
Executive Vice President/COO

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Binghamton, City of/2024 Combined Dewer Overflow Post Construction Compliance Monitoring/Letter Proposal City Binghamton CSO.docx>

Proposal Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**MRB GROUP, ENGINEERING, ARCHITECTURE,  
SURVEYING, D.P.C. AGREEMENT FOR  
PROFESSIONAL SERVICES**

**STANDARD TERMS AND CONDITIONS**

**A. TERMINATION**

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

**B. OWNERSHIP OF DOCUMENTS**

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

**C. ESTIMATES**

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

**D. INSURANCE**

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

**E. INDEPENDENT CONTRACTOR**

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

#### **F. SUCCESSORS AND ASSIGNS**

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

#### **G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS**

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

#### **H. INVOICES AND PAYMENT**

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

#### **I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

#### **J. P.S.O. NOT AN EMPLOYEE**

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

#### **K. INDEMNITY**

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.



RL Number: 24-196

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

Sarah Glose  
(Name)

Director of Economic Development  
(Title)

607-772-7161  
(Phone number)

### Additional Presenters:

### To Be Completed By Applicant

#### Proposed Title:

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A \$2,500 GRANT FROM BROOME COUNTY

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

A resolution authorizing the Mayor to accept a \$2,500 grant from Broome County for the purchase and installation of interpretive signage along the 434 Greenway near MacArthur Park and the newly donated Tower Viewer.

#### 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: R24-66

Adoption Date: 8/29/24

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes  Not Applicable

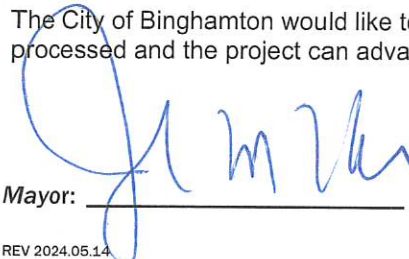
SEQRA required? Yes  Not Applicable

Additional information related to this RL attached? Yes  No

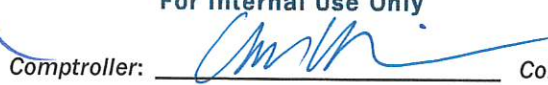
Expedition requested for this RL? Yes  No

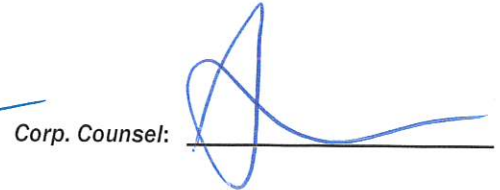
#### Please explain why expedition is necessary:

The City of Binghamton would like to return the acceptance of funds back to Broome County ASAP so a contract can be processed and the project can advance.

Mayor: 

For Internal Use Only

Comptroller: 

Corp. Counsel: 



# Legislative Branch

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

## GRANT APPLICATION WORKSHEET

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

Agency providing the grant: Broome County

Total project cost: ~\$9,115

Total amount of grant: \$2,500

Local match (if any): \$500

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

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

Parks' Personnel ~20 hrs at ~\$25/hr

Disbursement of grant (upfront, reimbursable?): reimbursable

Grant Budget Line: A6989.54742 Promotions/Marketing

Grant project manager: Sarah Glose

Anticipated date of project completion: End of year 2024, weather permitting. Spring 2025 if needed

Special project completion requirements (if any): Submission of payment request

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

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

See attached application. Additional match requested from EMC. Total project costs will be reduced if additional funds not secured.

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

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## Community Beautification & Environmental Stewardship Grant Program Award

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From Smith, Debra A. <Debra.Smith@broomecountyny.gov>

Date Mon 9/30/2024 9:07 AM

To Glose, Sarah <saglose@cityofbinghamton.gov>

Cc Sloan, Gillian S. <Gillian.Sloan@broomecountyny.gov>

Good morning,

Congratulations! You have been awarded funding for your project submitted through the Community Beautification & Environmental Stewardship Grant Program as outlined below. In the coming weeks you will be contacted by the Broome County Law Department regarding the finalization of your contract for the grant funds. Please make sure to review, sign and return your contract in a timely manner. We are unable to make any payment without a signed contract in place. Also, please see the information below regarding payment request submittals. This information is also available at

[https://link.edgepilot.com/s/51a12dc6/u5\\_SmJpy6UuIMh62PPSQEA?  
u=http://www.gbroomecounty.com/planning/communitygrants.](https://link.edgepilot.com/s/51a12dc6/u5_SmJpy6UuIMh62PPSQEA?u=http://www.gbroomecounty.com/planning/communitygrants)

**Grant Award Details-** *\*Funding has been shifted from your former project The State Street Stormwater Gardens to the 434 Greenway Project submitted on 8/22/24.*

**Grant Amount:** \$2500

**Organization:** City of Binghamton

**Project:** 434 Greenway near MacArthur Park

**Grant term:** 9/13/2024-9/12/2025

**Contact Name:** Sarah Glose

**Contact Email:** [saglose@cityofbinghamton.gov](mailto:saglose@cityofbinghamton.gov)

Thank you for your participation in our Community Beautification & Environmental Stewardship Grant Program. We look forward to working together toward the implementation of these great community projects.

### Payment Requests

Projects awarded will be pending official approval by the Legislature or Board of Acquisition and Contract (as applicable). Payment will not be made until a contract is fully executed via the Broome County Law Department (or other approvals as applicable). Payment will NOT automatically be sent upon execution of an award but must be requested through submission of the following documentation.

Any payment request must include the following:

- Community Improvement Grant Payment Request Form in an amount not to exceed the contracted grant amount.
  - [Beautification and Stewardship Payment Request Form](#)
- Current **W-9 Tax Form** (unless already established as a vendor with Broome County)
- Backup documentation showing the costs that have been/will be paid with the grant. This can consist of invoices from a contractor/supplier you are working with, final scope/fee for services, or some other official documentation outlining costs. In the event that the awardee has already expended funds, documentation of payment should be included. Since this may vary with each project, you may contact us with any questions.

Sincerely,

Debra Smith, Director of Solid Waste Management

Broome County Div. of Solid Waste Management

[60 Hawley St., Binghamton, NY 13902](http://60HawleySt.,Binghamton,NY13902)

607-778-2397

Email: [Debra.Smith@BroomeCountyny.gov](mailto:Debra.Smith@BroomeCountyny.gov)

Visit our website at [https://link.edgepilot.com/s/e21391c3/f\\_zuDU0v9Eulb0mzz9-Z1A?](https://link.edgepilot.com/s/e21391c3/f_zuDU0v9Eulb0mzz9-Z1A?u=http://www.gobroomecounty.com/solidwaste)

[u=http://www.gobroomecounty.com/solidwaste](http://www.gobroomecounty.com/solidwaste)



**Caution:** This email originated from outside the organization. BE SUSPICIOUS of any links in the email. If this email is asking for something unusual, do not reply to the email. Contact the sender through another method, or contact the City IT department for help.



State of New York  
County of Broome Government Offices

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Office of the Broome County Executive  
Jason T. Garnar, County Executive

October 1, 2024

City of Binghamton  
38 Hawley St.  
Binghamton, NY 13901

Re: Dept. of Solid Waste - CA 1732-634

Dear Contractor:

The Broome County Division of Purchasing, on 10/1/24, has authorized the undersigned to forward to you this letter agreement. Broome County accepts your proposal, a copy of which is annexed hereto and incorporated herein as Exhibit "A", for funding, but only on the following terms and conditions.

The County of Broome (hereinafter "County") agrees to provide funding in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to the City of Binghamton (hereinafter "Recipient") to support Route 434 Greenway Interpretive Signage, in accordance with the Recipient's proposal and any plans and directions as set forth by the Department of Solid Waste.

The term of this agreement shall be from 9/13/24-9/12/25.

The County reserves the right to terminate this agreement at any time upon thirty (30) days written notice to the other party.

It is understood and agreed by the parties that this Agreement shall be deemed executory only to the extent of money made available to the County through budgetary appropriations, and subject to budgetary limitations to carry out the purposes of this Agreement.

It is mutually understood and agreed that the Recipient shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation without the express, previous, written consent of Broome County.

Recipient agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex, national origin, familial

status, domestic violence victim status or military status and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

In consideration of this agreement Recipient agrees to indemnify, defend and hold harmless the County of Broome from and against any and all claims, suits, damages, costs, lawsuits, and expenses in any manner resulting from, arising out of or connected with the said work done or goods furnished by said Recipient.

Additionally, Contractor shall provide the County with a certificate of insurance evidencing coverages outlined in the specifications, attached hereto and incorporated herein as Exhibit "B". All insurance coverages shall be maintained in full force and effect during the entire term of this agreement.

If you are in agreement with the terms of this letter, please execute where indicated, in the lower left-hand corner of the letter, and return the original to the **BROOME COUNTY ATTORNEY'S OFFICE**, Edwin L. Crawford County Office Building, Government Plaza, Binghamton, New York, 13901. An extra copy is enclosed herewith for your records.

Enc.

Very truly yours,

ACCEPTED:  
CITY OF BINGHAMTON

MICHAEL A. PONTICIELLO  
Deputy County Executive

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## Risk Management & Insurance Specifications

<b>Project Description or Contract Number</b>	The award of funds will go to various community groups that apply as part of the Community Beautification and Environmental Stewardship grant program. \$2,500 each award. 9/13/2024 – 12/31/2024	
<b>Date Issued</b>	September 30, 2024	
<b>Vendor name</b>	TBD-Various Awards	
<b>County Department</b>	DPW-DSWM	Debra Smith x2397

**Please read these specifications very carefully.** These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

### **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract,
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off), OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall

EXHIBIT B

be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

10. Neither Party shall permit a subcontractor to enter upon or continue the performance of the Agreement unless such subcontractor is and remains insured in accordance with the requirements listed hereunder. Any such subcontracting Party shall indemnify the other Party for any loss suffered by the non-subcontracting Party for the failure of any subcontractor to so insure. The indemnity shall survive expiration or termination of the Agreement.

## **Part II. Required Insurance – Minimum coverage types and amounts.**

<b>Coverage Type</b>	<b>Minimum Limits</b>
<b><u>Commercial General Liability (CGL) including:</u></b> <ul style="list-style-type: none"><li>➤ Products &amp; completed operations shall not be excluded.</li><li>➤ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.</li><li>➤ <b>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</b></li></ul>	<b>\$1,000,000 / \$2,000,000</b> Per occurrence / minimum annual aggregate limit

### **1. The certificate face shall:**

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated, or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions,
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation.

### **2. The Additional Insured & Certificate Holder should read:**

County of Broome  
**Attn:** Office of Risk & Insurance Management  
PO Box 1766  
Binghamton, NY 13902-1766

### **Part III Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

### **Part IV Safety**

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health, or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

# COMMUNITY IMPROVEMENT GRANTS COMMUNITY BEAUTIFICATION & ENVIRONMENTAL STEWARDSHIP GRANT

This fund supports small projects to enhance community beautification and environmental stewardship projects located in Broome County. Full program guidelines are available at [www.gobroomecounty.com/planning/communitygrants](http://www.gobroomecounty.com/planning/communitygrants)

## ORGANIZATION AND CONTACT INFORMATION

1. Type of Applicant

- Municipality  
 Non-Profit Organization  
 School District

2. Organization Name: City of Binghamton

3. Organization Address: 38 Hawley Street

Binghamton, NY 13901

4. Contact Name: Sarah Glose

5. Email Address: saglose@cityofbinghamton.gov

6. Phone Number: 607-772-7161

## PROJECT INFORMATION

7. Project Name: 434 Greenway Interpretive Signage

8. Amount Requested: \$ 2,500

9. Project Location: 434 Greenway near MacArthur Park

10. Project Timeline: List the date(s) or your event or timeframe for your project.  
After funding approval, implementation will take 2-3 months

## 11. Project Description:

Describe the project, the specific location and/or service area, what agency or organization is going to be responsible for carrying the project out, and a list of key personnel.

In coordination with Cornell Cooperative Extension, and Broome County Naturalist Club, and the Broome County Environmental Management Council, the City of Binghamton would like to request \$2,500 from an original request for Stormwater Gardens on State Street be reallocated to a 434 Greenway Interpretive Signage and Nature Viewer Project.

The project involves the purchase and installation of a tower viewer and associated interpretive signage along the 434 Greenway. The City of Binghamton Parks and Recreation Department identified a location along the greenway where a tower viewer can be installed to enable users to view an eagle's nest located on an island in the Susquehanna River, as well as other flora and fauna in and along the river.

The project also involves the installation of at least two 4 ft x 3 ft interpretive signs related to conversation and environmental stewardship (drafts attached) and 12 smaller signs focused on individual species that can be seen in and around the river.

### Key personnel:

Nick Ballard, Acting Commissioner of Parks and Recreation, City of Binghamton

Sarah Glose, Director of Economic Development, City of Binghamton

Cam Winzinger, Nature Educator/RootED Education, Cornell Cooperative Extension

Ryan Andrew, Broome County Naturalist Club

Gillian Sloane, Planner, Broome County

## PROJECT GOALS

12. Which of the goals will your project address (check all that apply):

- Improving streetscapes, community parks
- Efforts in support and improvement of waste reduction
- Developing composting initiatives and programs
- Improving recycling efforts and outreach
- Promoting and implementing reuse within the community
- Efforts and initiatives to reduce litter in the community
- Other efforts to improve environmental stewardship in the community

13. Explain how your project will address these goals?

The project is located at MacArthur Park, a City of Binghamton park, and the 434 Greenway, maintained and operated by the City of Binghamton. By adding additional amenities to the park and Greenway, we seek to encourage new visitors, provide a new experience for existing visitors, and overall enhance the amenities available to visitors to the park and Greenway.

The signage is designed with information related to environmental stewardship and conservation efforts and educate visitors about the flora and fauna that can be experienced in the area, as well as their role as users of the park and Greenway to be stewards of the natural assets of our area.

The tower viewer provides a tactile and visual experience allowing visitors to get more "up close and personal" with nature than they may be able to do on their own. Those without binoculars or zoom cameras can visit the viewer and view natural areas without needing to invest in expensive equipment. The tactile experience of using and moving the viewer is designed to be engaging for children, adding another family-friendly activity in our park.

Overall, this project is designed to bring attention to our natural areas, educate users of the park and Greenway on conservation and the environment, and provide a new experience that enhances our park and Greenway.

**14. Explain how your project will provide a community benefit and impact:**

The project will result in a community asset that can be used without payment, making it widely accessible. Both the viewer and the signs are designed to educate users and deepen their connection with the natural areas in our community. We are fortunate to have access to these assets so close to an urban area, and this project seeks to highlight that fact and encourage users to take advantage of our area's natural resources.

**15. Explain how your project will be visible to the public realm:**

The scope of this project is entirely in the public domain and is easily accessible from MacArthur Park or from the 434 Greenway. The signs will be large and colorful, drawing the eye and encouraging users to stop and read the information available there.

## PROJECT BUDGET

16. Please complete the Budget Worksheet. See form at the end of this application.

17. Budget Narrative: Elaborate on the expenditures and funding sources outlined on the Project Budget Form:

Please see attached for quotes as backup for the budget.

18. Budget Justification: Describe why funds from Broome County are needed for this project? What other funding sources will be used for the project? Will the project be able to move forward without the requested grant funds or partial funding?

While funds have been secured for the tower viewer, the \$2,500 from Broome County will support the installation of interpretive signage that add context and an educational component to the project, making it more impactful. Additionally, the City of Binghamton Parks Department has agreed to install the viewer, but will need funds for incidental materials such as concrete.



**19. Self-sufficiency and Maintenance:** Funds are intended to be short term investments in projects that ultimately become self-sufficient. Explain your plan for self-sufficiency independent of County support. If physical improvements are proposed, how will they be maintained? How will the project, program or event support programs or initiatives into the future?

The expenditures for this project are one time expenses, but quotes have been secured for a viewer and signage that is durable, even in NYS changeable weather. We also plan to, as budget allows, purchase duplicate signage that can be swapped out if current signage is damaged or vandalized, ensuing continuity of educational materials while the damaged sign is repaired. For the larger signs, we are making every effort to order them with as much protection from vandalism as possible, such as anti-graffiti coatings and durable materials.

## **ADDITIONAL DOCUMENTS**

If you have additional documentation you would like to provide in support of your application, please attach.

# COMMUNITY BEAUTIFICATION & ENV. STEWARDSHIP GRANT

## PROJECT BUDGET FORM

Please complete this form to document all expenditures and sources of funding anticipated for the project. "Total Expenditures" should be equal to the "Total From All Sources".

Changes to this budget must be approved by Broome County. Recipients of these funds may be subject to an audit by Broome County or its agents.

### EXPENDITURES

Category	Amount	Notes (if applicable)
<b>Non-personnel Expenses</b>		
Supplies and Materials	\$ 5,500.00	Tower Viewer and Parks materials
Equipment		
Consulting		
Advertising		
Printing	\$ 3,115.00	Signage printing
Other	\$ 500.00	in-kind labor from City of Binghamton Parks and Recreation
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,115.00</b>	

### SOURCES OF FUNDS

Category	Amount	Percent	Status
Broome County Grant	\$ 2,500.00	27	Anticipated <input type="checkbox"/>
State Grants			
Federal Grants			
Local Municipal Funds	\$ 500.00	6	Committed <input type="checkbox"/>
Other Grants	\$ 5,000.00	55	Committed
Private Funds/Donations	\$ 1,115.00	12	Anticipated
In-kind Contribution			
<b>TOTAL FROM ALL SOURCES</b>	<b>\$ 9,115.00</b>	<b>100</b>	

Legal Counsel Approval SB  
RL 24-154

Introductory No. R24-66  
Permanent No. R24-66



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

Date: August 29, 2024

Sponsored by Council Members: Dundon, Kosty, Cavanaugh, Mativetsky, Hotchkiss

Introduced by Committee: Public Works and Parks

**RESOLUTION**  
*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT THE DONATION OF A TOWER  
VIEWER FROM THE BROOME COUNTY  
NATURALIST CLUB

WHEREAS, the Broome County Naturalist Club applied for and received a grant in the amount of \$5,000 from the Klee Foundation to purchase a tower view to be donated to the City of Binghamton with proposed installation on the 434 Greenway; and

WHEREAS, the grant from the Klee Foundation requires City Council to approve of the acceptance of this donation to the City prior to the Klee Foundation releasing the funds to the Broome County Naturalist Club for the purchase of the tower viewer; and

WHEREAS, there is no required City funding; and

WHEREAS, the Council of the City of Binghamton wishes to accept said donation as proposed.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to accept the donation of a tower viewer with a value of \$5,000 from the Broome County Naturalist Club.

Introductory No. R24-66

Permanent No. R24-66

Sponsored by City Council Members: Dundon, Kosy, Cavanaugh, Mativetsky, Hotchkiss

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF A TOWER VIEW FOR THE BROOME COUNTY NATURALIST CLUB

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

Date 8/29/24

City Clerk [Signature]

Date Presented to Mayor 8/30/24

Date Approved 8/30/24

Mayor [Signature]

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

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 8/29/24. Approved by the Mayor on 8/31/24.



RL Number: 24-197

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

Sophie A. Bergman  
(Name)

Corporation Counsel  
(Title)

(607) 772-7013  
(Phone number)

Additional Presenters:

### To Be Completed By Applicant

Proposed Title:

A Local Law Establishing an Occupancy Tax in the City of Binghamton

Executive Summary (Explain why legislation is necessary):

The City Code is hereby amended to create and impose a hotel tax within the City of Binghamton, inserting a new Chapter 105 entitled "Room Occupancy Tax" as attached

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: \$0.00

Funds available in Budget Line: \$ 0.00

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: \_\_\_\_\_

Local Law Number 24-\_\_\_\_\_

BE IT ENACTED by the City Council of the City of Binghamton as follows:

Section 1. Legislative Findings, Intent, and Purpose.

Pursuant to Tax Law 1202-jj, the City of Binghamton is authorized to adopt a local law relating to the implementation and assessment of tax on persons occupying hotel or motel rooms in such city. Pursuant to the state enabling legislation, the City is authorized to charge up to 5% tax on overnight accommodations.

Section 2. Code Amendment

The City Code is hereby amended to create and impose a hotel tax within the City of Binghamton, inserting a new Chapter 105 entitled "Room Occupancy Tax" as follows.

CHAPTER 105 Room Occupancy Tax §105-1.

Definitions. When used in this chapter, the following terms shall mean:

CITY CLERK/TREASURER – The City Clerk/Treasurer of the City of Binghamton or such other person as may be designated by the Mayor to administer and collect the tax provided for herein.

COMPTROLLER — The Comptroller of the City of Binghamton or such other person as may be designated by the Mayor to administer and collect the tax provided for herein.

EFFECTIVE DATE — The date on which the Secretary of State files this chapter.

EXEMPT OCCUPANT — Any occupant of any room or rooms in a hotel whose rent is paid from public assistance from the County of Broome shall be deemed an "exempt occupant" with respect to the period of such occupancy, regardless of the length thereof.

HOTEL — A facility or portion thereof, which is regularly used and kept open as such for the lodging of guests on an overnight basis. For the purposes of this article, the term "hotel" includes hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, clubs and all similar facilities, whether or not meals are served to guests or residents thereof.

OCCUPANCY — The use or possession or the right to the use or possession of any room in a hotel.

OCCUPANT — A person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

OPERATOR — Any person operating a hotel in the City of Binghamton, including, but not limited to, an owner or proprietor of such premises, lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such hotel.

PERMANENT RESIDENT — Any occupant of any room or rooms in a hotel for at least 90 consecutive days shall be considered a "permanent resident" with regard to the period of such occupancy.

PERSON — An individual, partnership, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of the foregoing.

POLICE CHIEF — The Police Chief of the City of Binghamton or his/ her successor in office.

RENT — The consideration received for occupancy valued in money, whether received in money or otherwise, for the occupancy of a room in a hotel for any period of time.

RETURN — Any return filed or required to be filed as herein provided.

ROOM — Any room or rooms or suite of rooms with sleeping accommodations, whether or not such accommodations are used, of any kind in any part or portion of a hotel which is available for or let out for any purpose.

#### §105-2. Imposition of tax.

On and after January 1, 2025, there is hereby imposed and there shall be paid a tax of 5% upon the per diem retail rental rate for every occupancy of a room or rooms in a hotel in this City, except that the tax shall not be imposed upon a permanent resident or an exempt occupant.

§105-3. Transitional provisions. The tax imposed by this chapter shall be paid upon any occupancy on and after January 1, 2025, even if such occupancy is pursuant to a prior contract, lease or other arrangement. However, for any occupancy taking place on or after January 1, 2025, where rent for such occupancy has been pre-paid through a third party room remarketer or pre-paid in full to the hotel and where such rent is paid prior to the effective date, and for which the hotel has no other direct financial transaction with the occupant, that occupancy shall not be subject to the tax. Where rent is paid on a weekly, monthly or other term basis, the rent shall be subject to the tax imposed by this chapter to the extent that it covers any period on and after January 1, 2025.

§105-4. Exempt organizations. Except as otherwise provided in this section, any use or occupancy by any of the following shall not be subject to the tax imposed by this chapter:

A. The State of New York, or any of its agencies or instrumentalities, public corporations (including a public corporation created pursuant to agreement or compact with another state or Canada), improvement districts or political subdivisions of the state;

B. The United States of America, or any of its agencies and instrumentalities, insofar as it is immune from taxation;

C. Any corporation, association, trust or community chest, fund or foundation, organized and operated exclusively for religious, charitable or education purposes or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation; provided, however, that nothing in this subsection shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this subsection. Where any organization described in this subsection carries on its activities in furtherance of the purposes for which it was organized in premises in which, as part of said activities, it operates a hotel, occupancy of rooms in the premises and rents therefrom received by such corporation or association shall not be subject to tax hereunder.

§105-5. Territorial limits. The tax imposed by this chapter shall apply only within the territorial limits of the City of Binghamton.

§105-6. Registration; certificates of authority.

A. Within 10 days after the effective date of this chapter or, in the case of operators commencing business after such effective date, within three days after such commencement or opening, every operator shall file with the Comptroller a certificate of registration in a form prescribed by the Comptroller.

B. The Comptroller shall, within five days after such registration, issue without charge to each operator a certificate of authority empowering such operator to collect the tax from the occupant and a duplicate thereof for each additional hotel of such operator. Each certificate or duplicate shall state the hotel to which it is applicable. Such certificate of authority shall be prominently displayed by the operator in such manner that it may be seen and come to the notice of all occupants and persons seeking occupancy. Such certificate shall be nonassignable and nontransferable and shall be surrendered immediately to the Comptroller upon the cessation of business at the hotel named or upon its sale or transfer.



§105-7. Administration and collection.

A. The tax imposed by this chapter shall be administered and collected by the Comptroller, or his/her designee, by such means and in such manner as are other taxes which are now collected and administered or as otherwise are provided by this chapter.

B. The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted for and charged for, and upon every evidence of occupancy or any bill or statement of charges made for said occupancy issued or delivered by the operator, and the tax shall be paid by the occupant to the operator as trustee for and on account of the City, and the operator shall be liable for the collection thereof and for the tax. The operator and any officer of any corporate operator shall be personally liable for the tax collected or required to be collected under this chapter, and the operator shall have the same right in respect to collecting the tax from the occupant, or in respect to nonpayment of the tax by the occupant, as if the tax were part of the rent for the occupancy payable at the time such tax shall become due and owing, including all rights of eviction, dispossession, repossession and enforcement of any innkeeper's lien that he/she may have in the event of nonpayment of rent by the occupant; provided, however, that the Comptroller or employees or agents duly designated by him/her shall be joined as a party in any action or proceeding brought by the operator to collect or enforce collection of the tax.

C. The Comptroller may, wherever he/she deems it necessary for the proper enforcement of this chapter, provide by regulation that the occupant shall file returns and pay directly to the Comptroller the tax imposed at such times as returns are required to be filed and as payments are required to be made by the operator.

D. Except as to and where the occupant has paid rent in full prior to the effective date, the tax imposed by this chapter shall be paid upon any occupancy on and after January 1, 2025, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date. Where rent is paid or charged or billed or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period on and after January 1, 2025. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the Comptroller may, by regulation, provide for credit and/or refund of the amount of such tax upon application therefore as provided in this Chapter.

E. For the purpose of the proper administration of this Chapter and to prevent evasion of the tax hereby imposed, it shall be presumed that all rents are subject to tax until the contrary is established, and the burden of proving that a rent for occupancy is not taxable hereunder

shall be upon the operator or occupant. Where an occupant claims exemption from the tax under the provisions of Subsection C of §105-4 of this Chapter, the rent shall be deemed taxable hereunder unless the operator shall receive from the occupant claiming such exemption a copy of a New York State sales tax exemption certificate.

§105-8. Records to be kept. Every operator shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon, in such form as the Comptroller may by regulation require. Such records shall be available for inspection and examination at any time upon demand by the Comptroller or his/her duly authorized agent or employee and shall be preserved for a period of three years, except that the Comptroller may consent to their destruction within that period or may require that they be kept longer.

§105-9. Returns.

A. Every operator shall file with the Comptroller a return of occupancy and of rents and of the taxes payable thereon for the three-month periods ending the last day of February (for December, January and February), May (for March, April, and May), August (for June, July and August), and November (for September, October and November) on and after January 1, 2025. Such returns shall be filed within 20 days from the expiration of the period covered thereby. The Comptroller may permit or require returns to be made by other periods and upon such dates as he/she may specify. If the Comptroller deems it necessary in order to ensure the payment of the tax imposed by this chapter, he/she may require returns to be made for shorter periods than those prescribed pursuant to the foregoing provisions of this section and upon such dates as he/she may specify.

B. The forms of return shall be prescribed by the Comptroller and shall contain such information as he/she may deem necessary for the proper administration of this chapter. The Comptroller may require amended returns to be filed within 20 days after notice and to contain the information specified in the notice.

C. If a return required by this chapter is not filed or if a return is incorrectly filed or is insufficient on its face, the Comptroller shall take such steps as he/she deems necessary to enforce the filing of such return or of a corrected return.

§105-10. Payment of tax. At the time of filing a return of occupancy and of rents, each operator shall pay to the Comptroller the taxes imposed by this chapter upon the rents required to be included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this chapter; even though it may be later judicially determined that the tax collected is invalidly required to be filed, it shall be due from the operator and payable to the Comptroller on the date prescribed herein for the filing of the return for such period, without regard to whether a return is filed or whether the return

which is filed correctly shows the amount of rents and taxes due thereon. Where the Comptroller in his/her discretion deems it necessary to protect revenues to be obtained under this chapter, he/she may require any operator required to collect the tax imposed by this chapter to file with him/her a bond, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as the Comptroller may find to secure the payment of any tax and/or penalties and interest due or which may become due from such operator. In the event that the Comptroller determines that an operator is to file such bonds, he/she shall give notice to such operator to that effect, specifying the amount of the bond required. The operator shall file such bond within five days after the giving of such notice unless, within such five days, the operator shall request, in writing, a hearing before the Comptroller at which the necessity, propriety and amount of the bond shall be determined by the Comptroller. Such determination shall be final and shall be complied with within 15 days after the giving of notices thereof. In lieu of such bond, securities approved by the Comptroller or cash in such amount as he/she may prescribe may be deposited with him/her, which shall be kept in the custody of the Comptroller, who may at any time, without notice of the depositor, apply them to any tax and/or interest or penalties due, and for that purpose the securities may be sold by him/her at public or private sale without notice to the depositor thereof.

§105-11. Determination of tax. If a return required by local law is not filed or if a return, when filed is incorrect or insufficient, the amount of tax due shall be determined by the Comptroller from such information as may be obtainable, and, if necessary, the tax may be estimated on the basis of external indices, such as number of rooms, locations, scale of rents, comparable rents, type of accommodations and service, number of employees and/or other factors. Notice of such determination shall be given to the person liable for the collection and/or payment of the tax. Such determination shall finally and irrevocably fix the tax unless the person against whom it is assessed, within 30 days after giving notice of such determination, shall apply to the Comptroller for a hearing or unless the Comptroller on his/her own motion shall redetermine the same. After such hearing, the Comptroller shall give notice of his/her determination to the person against whom the tax is assessed. The determination of the Comptroller shall be reviewable for error, illegality, unconstitutionality or any other recognizable basis whatsoever by proceeding under Article 78 of the Civil Practice Law and Rules if application therefor is made to the Supreme Court within 30 days after the giving of the notice of such determination. A proceeding under Article 78 of the Civil Practice Law and Rules shall not be instituted unless the amount of any tax sought to be reviewed, with penalties and interest thereon, if any, shall be first deposited with the Comptroller and there shall be filed with the Comptroller an undertaking, issued by a surety

company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as a Justice of the Supreme Court shall approve to the effect that, if such proceedings be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue, including reasonable counsel fees, in the prosecution of the proceeding, or, at the option of the applicant, such undertaking filed with the Comptroller may be in a sum sufficient to cover the taxes, penalties and interest thereon stated in such determination plus the costs and charges, including reasonable counsel fees, which may accrue against it in the prosecution of the proceedings, in which event the applicant shall not be required to deposit such taxes, penalties and interest as a condition precedent to the application.

§105-12. Disposition of revenues. All revenue resulting from the imposition of the tax under this article shall be paid into the treasury of the City and shall be credited to and deposited in the general fund of the City. The City shall be authorized to retain the necessary revenue to defer the expense of the City in administering such tax and the balance of such revenues shall be allocated to enhance the general economy of the City of Binghamton.

§105-13. Refunds.

A. In the manner provided in this section, the Comptroller shall refund or credit, without interest, any tax penalty or interest erroneously, illegally or unconstitutionally collected or paid if application to the Comptroller for such refund shall be made within one year from the payment thereof. Whenever a refund is made by the Comptroller, he/she shall state his/ her reason therefor in writing. Such application may be made by the occupant, operator or other person who has actually paid the tax. Such application may also be made by an operator who has collected and paid over such tax to the Comptroller, provided that the application is made within one year of the payment by the occupant to the operator, but no actual refund of moneys shall be made to such operator until he/she shall establish to the satisfaction of the Comptroller, under such regulations as the Comptroller may prescribe, that he/she has repaid to the occupant the amount for which the application for refund is made. The Comptroller may, in lieu of any refund required to be made, allow credit therefor on payments due or to become due from the applicant.

B. An application for a refund or credit made as herein provided shall be deemed an application for a revision of any tax, penalty or interest complained of, and the Comptroller may receive evidence with respect thereto. After making his/her determination, the Comptroller shall give notice thereof to the applicant, who shall be entitled to review such determination by a proceeding pursuant to Article 78 of the Civil Practice Law and Rules, provided that such proceeding is instituted within 30 days after the giving of the notice of such determination, and provided that a final determination of tax due was not previously

imposed by this chapter as herein provided, the City Corporation Counsel shall, upon the request of the Comptroller, bring or cause to be brought an action to enforce the payment of the same on behalf of the City of Binghamton in any court of the State of New York or of any other state or of the United States. If, however, the Comptroller in his/her discretion believes that any such operator, officer, occupant or other person is about to cease business, leave the state or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, he/she may declare such tax or penalty to be immediately due and payable and may issue a warrant immediately.

B. As an additional or alternate remedy, the Comptroller may direct the City Assessor to, in the preparation of the next assessment roll, assess the amount of such tax or penalty upon the property occupied by business giving rise to such tax or penalty, and this amount shall be levied, collected and enforced in the same manner as taxes upon said property for City purposes are levied collected, and enforced.

C. Whenever an operator shall make a sale, transfer or assignment in bulk of any part of the whole of his/her hotel or its assets or his/ her lease, license or other agreement or right to possess or operate such facility or of the equipment, furnishings, fixtures, supplies or stock of merchandise or the said premises or lease, license or other agreement or right to possess or operate such hotel and the equipment, furnishings, fixtures, supplies and stock or merchandise pertaining to the conduct or operation of said hotel otherwise than in the ordinary and regular prosecution of business, the purchaser, transferee or assignee shall, at least 10 days before taking possession of the subject of said sale, transfer or assignment or paying therefor, notify the Comptroller by registered mail of the proposed sale and of the price, terms and conditions thereof, whether or not the seller, transferor or assignor has represented to or informed the purchaser, transferee or assignee that it owes any tax pursuant to this chapter and whether or not the purchaser, transferee or assignee has knowledge that such taxes are owing and whether any such taxes are in fact owing.

D. Whenever the purchaser, transferee or assignee shall fail to give notice to the Comptroller as required by the preceding subsection or whenever the Comptroller shall inform the purchaser, transferee or assignee that a possible claim for such tax or taxes exists, any sums of money, property or chose in action, or other consideration, which the purchaser, transferee or assignee is required to transfer over, the seller, transferor or assignor shall be subject to a first priority right and lien for any such taxes theretofore or thereafter determined to be due from the seller, transferor or assignor to the City, and the purchaser, transferee or assignee is forbidden to transfer to the seller, transferor or assignor any such sums of money, property or chose in action to the extent of the amount of the City's claim. For failure to comply with the provisions of this subsection, the purchaser, transferee or assignee, in

addition to being subject to the liabilities and remedies imposed under the provisions of the Uniform Commercial Code, shall be personally liable for the payment to the City of any such taxes theretofore or thereafter determined to be due to the City from the seller, transferor or assignor, and such liability may be assessed and enforced in the same manner as the liability for tax under this chapter.

§105-17. General powers of Comptroller. In addition to the powers granted to the Comptroller by the General City Law and this chapter, he/she is hereby authorized and empowered:

- A. To make, adopt and amend rules and regulations appropriate to the carrying out of this chapter and the purposes thereof;
- B. To extend, for cause shown, the time of filing any return for a period not exceeding 30 days; and, for cause shown, to remit penalties but not interest computed at the rate of 1% per annum per month or fraction thereof during which a tax is unpaid although due; and to compromise disputed claims in connection with the taxes hereby imposed;
- C. To request information from the Tax Commission of the State of New York or the Treasury Department of the United States relative to any person; and to afford information to such Tax Commission or such Treasury Department relative to any person, any other provision of this chapter to the contrary notwithstanding;
- D. To delegate his/her functions hereunder to any employee or employees of the City of Binghamton as the Mayor may approve;
- E. To prescribe methods for determining the rents for occupancy and to determine the taxable and nontaxable rents;
- F. To require any operator within the City to keep detailed records of the nature and type of hotel maintained, nature and type of service rendered, the rooms available and rooms occupied daily, leases or occupancy contracts or arrangements, rents received, charged and accrued, the names and addresses of the occupants, whether or not any occupancy is claimed to be subject to the tax imposed by this chapter, and to furnish such information upon request to the Comptroller;
- G. To assess, determine, revise and readjust the taxes imposed under this chapter;
- H. To require any operator to submit with the return required hereunder a copy of any tax return for sales, occupancy or use taxes submitted to the Tax Commission or other instrumentality of the State of New York.

§105-18. Administration of oaths; authority to compel testimony and produce records; penalties; fees.

A. The Comptroller or his/her employees or agents duly designated and authorized by him/her shall have power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of their powers and duties under this chapter. The Comptroller shall have power to subpoena and require the attendance of witnesses and the production of books, papers and documents, to secure information pertinent to the performance of his/her duties hereunder and of the enforcement of this chapter and to examine them in relation thereto and to issue commissions for the examination of witnesses who are out of the state or unable to attend before him/ her or excused from attendance.

B. A Justice of the Supreme Court, either in court or at chambers, shall have power summarily to enforce by proper proceedings the attendance and testimony of witnesses and the production and examination of books, papers and documents called for by the subpoena of the Comptroller under this chapter.

C. Any person who shall refuse to testify or to produce books or records or who shall testify falsely in any material matter pending before the Comptroller under this chapter shall be guilty of a misdemeanor, punishment for which shall be a fine of not more than \$1,000 or imprisonment for not more than one year, or both such fine and imprisonment.

D. The officers who serve the summons or subpoena of the Comptroller and witnesses attending in response thereto shall be entitled to the same fees as are allowed to officers and witnesses in civil cases in courts of record, except as herein otherwise provided. Such officers shall be the Police Chief and his/her duly appointed designee(s) or any officers, employees or other persons of the Comptroller designated by him/her to serve such process.

§105-19. Reference to tax. Wherever reference is made in placards or advertisements or in any other publications to this tax, such reference shall be substantially in the following form: "Tax on occupancy of hotel rooms," except that in any bill, receipt, statement or other evidence or memorandum of occupancy or rent charge issued or employed by the operator, the term "City tax" will suffice.

§105-20. Penalties for offenses; interest.

A. Any person failing to file a return or to pay or pay over any tax to the Comptroller within the time required by this chapter shall be subject to a penalty of 5% of the amount of tax due per month or any fraction of a month to a maximum of 25% for each year; plus interest at the rate of 1% of such tax for each month of delay or fraction of a month after such return was required to be filed or such tax became due; but the Comptroller, if satisfied that the delay

was excusable, may remit all or any part of such penalty; but not interest. Such net penalties and interest shall be paid and disposed of in the same manner as other revenues from this chapter. Unpaid penalties and interest may be enforced in the same manner as the tax imposed by this chapter.

B. Any operator or occupant and any officer of an operator or occupant failing to file a return required by this chapter, or file or causing to be filed or making or causing to be made or giving or causing to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this chapter which is willfully false, and any operator and any officer of a corporate operator willfully failing to file a bond required to be filed pursuant to §105-11 of this chapter or failing to file a registration certificate and such data in connection therewith as the Comptroller may by regulation or otherwise require to display or surrender the certificate of authority as required by this chapter or assigning or transferring such certificate of authority; and any operator or any officer of a corporate operator willfully failing to charge separately from the rent the tax herein imposed or willfully failing to state such tax separately on any evidence of occupancy and on any bill or statement or receipt of rent issue or employed by the operator or willfully failing or refusing to collect such tax from the occupant, any operator or any officer of a corporate operator who shall refer or cause reference to be made to this tax in a form or manner other than that required by this chapter, and any such person or operator failing to keep records required by this chapter, shall, in addition to the penalties herein or elsewhere prescribed, be guilty of a misdemeanor, punishable by a fine of up to \$1,000, imprisonment for not more than one year, or both such fine and imprisonment. Officers of a corporate operator shall be personally liable for the tax collected or required to be collected by such corporation under this chapter and penalties and interest thereon and subject to the fine and imprisonment herein authorized.

C. The certificate of the Comptroller to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed, or that information has not been supplied pursuant to the provisions of this chapter shall be presumptive evidence thereof.

§105-21. Returns to be confidential; preservation of returns; penalties.

A. Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for the Comptroller or employee or designee of the Comptroller to divulge or make known in any manner the rents or other information relating to the business of a taxpayer contained in any return required under this chapter. The officers charged with the custody of such returns shall not be required to produce any of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Comptroller in an action or proceeding under the provisions of this chapter or on behalf of



any party to any action or proceeding under the provisions of this chapter when the returns or facts shown thereby are directly involved in such action or proceeding, in either of which events the court may require the production of, and may admit in evidence, so much of said returns or of the facts shown thereby as are pertinent to the action or proceeding and no more. Nothing herein shall be construed to prohibit the delivery to a taxpayer or his/her duly authorized representative of a certified copy of any return filed in connection with his/her tax nor to prohibit the publication of statistics so classified to prevent the identification of particular returns and items thereof or the inspection by the City Corporation Counsel or other legal representatives of the City or by the District Attorney of any county of the return of any taxpayer who shall bring action to set aside or review the tax based thereon, or against whom an action or proceeding has been instituted for the collection of a tax or penalty. Returns shall be preserved for three years and thereafter until the Comptroller permits them to be destroyed.

B. Any violation of Subsection A of this section shall be punishable by a fine not exceeding \$1,000 or by imprisonment not exceeding one year, or both, in the discretion of the court, and if the offender be an officer or employee of the City, he/she may be, at the discretion of the Mayor, in accordance with the provisions of the City Charter and Code, dismissed from office and be incapable of holding any further City office as may be determined according to law.

#### §105-22. Notices and limitations of time.

A. Any notice authorized or required under the provisions of this chapter may be given to the person to whom it is intended in a postpaid envelope addressed to such person at the address given in the last return filed by him/her pursuant to the provisions of this chapter or in any application made by him/her or, if no return has been filed or application made, then to such address as may be obtainable. The mailing of such notice shall be presumptive evidence of the receipt of the same by the person to whom addressed. Any period of time which is determined according to the provisions of this chapter by the giving of notice shall commence five days after the date of mailing of such notice.

B. The provisions of the Civil Practice Law and Rules or any other law relative to limitations of time for the enforcement of a civil remedy shall not apply to any proceeding or action taken by the City to levy, appraise, assess, determine or enforce the collection of any tax or penalty provided by this chapter. However, except in the case of a willfully false, fraudulent return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than three years from the date of filing of a return; provided, however, that, in the case of a return which should have been filed and has not been filed as provided by law, the tax may be assessed at any time.

C. Where, before expiration of the period prescribed herein for the assessment of an additional tax, a taxpayer has consented, in writing, that such period be extended, the amount of such additional tax due may be determined at any time within such extended period. The period so extended may be further extended by subsequent consents, in writing, made before the expiration of the extended period.

Section 3. Severability Clause. Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase, or portion of this Local Law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Local Law.

Section 4. Effective Date. This Local Law shall take effect upon filing in the office of the Secretary of State, and pursuant to the requirements of enabling legislation, this local law shall be in effect for three years from the effective date of its enactment. Upon expiration of this local law, another local law may be enacted to take its place.

# STATE OF NEW YORK

10271

## IN ASSEMBLY

May 15, 2024

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Lupardo) --  
read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law, in relation to authorizing the city of  
Binghamton to establish hotel and motel taxes

The People of the State of New York, represented in Senate and Assem-  
bly, do enact as follows:

- 1 Section 1. The tax law is amended by adding a new section 1202-jj to  
2 read as follows:  
3 § 1202-jj. Hotel or motel taxes in the city of Binghamton. (1)  
4 Notwithstanding any other provision of law to the contrary, the city of  
5 Binghamton, Broome county, is hereby authorized and empowered to adopt  
6 and amend local laws imposing in such city a tax, in addition to any  
7 other tax authorized and imposed pursuant to this article, such as the  
8 legislature has or would have the power and authority to impose upon  
9 persons occupying hotel or motel rooms in such city. For the purposes of  
10 this section, the term "hotel" or "motel" shall mean and include any  
11 facility providing lodging on an overnight basis and shall include those  
12 facilities designated and commonly known as "bed and breakfast" and  
13 "tourist" facilities. The rates of such tax shall not exceed five  
14 percent of the per diem rental rate for each room, provided however,  
15 that such tax shall not be applicable to a permanent resident of a hotel  
16 or motel. For the purposes of this section, the term "permanent resi-  
17 dent" shall mean a person occupying any room or rooms in a hotel or  
18 motel for at least thirty consecutive days.  
19 (2) Such tax may be collected and administered by the chief fiscal  
20 officer of the city of Binghamton by such means and in such manner as  
21 other taxes, which are now collected and administered by such officer,  
22 or as otherwise may be provided by such local law.  
23 (3) Such local laws may provide that any tax imposed shall be paid by  
24 the person liable therefor to the owner of the hotel or motel room occu-  
25 pied or to the person entitled to be paid the rent or charge for the  
26 hotel or motel room occupied for and on account of the city of Bingham-  
27 ton imposing the tax and that such owner or person entitled to be paid  
28 the rent or charge shall be liable for the collection and payment of the

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

1 tax; and that such owner or person entitled to be paid the rent or  
2 charge shall have the same right in respect to collecting the tax from  
3 the person occupying the hotel or motel room, or in respect to nonpay-  
4 ment of the tax by the person occupying the hotel or motel room, as if  
5 the tax were a part of the rent or charge and payable at the same time  
6 as the rent or charge; provided, however, that the chief fiscal officer  
7 of the city, specified in such local law, shall be joined as a party in  
8 any action or proceeding brought to collect the tax by the owner or by  
9 the person entitled to be paid the rent or charge.

10 (4) Such local laws may provide for the filing of returns and the  
11 payment of the tax on a monthly basis or on the basis of any longer or  
12 shorter period of time.

13 (5) This section shall not authorize the imposition of such tax upon  
14 any transaction, by or with any of the following in accordance with  
15 section twelve hundred thirty of this article:

16 a. The state of New York, or any public corporation (including a  
17 public corporation created pursuant to agreement or compact with another  
18 state or the Dominion of Canada), improvement district or other poli-  
19 tical subdivision of the state;

20 b. The United States of America, insofar as it is immune from taxa-  
21 tion;

22 c. Any corporation or association, or trust, or community chest, fund  
23 or foundation organized and operated exclusively for religious, charita-  
24 ble, or educational purposes, or for the prevention of cruelty to chil-  
25 dren or animals, and no part of the net earnings of which inures to the

**A10271 Summary:**

BILL NO A10271

SAME AS SAME AS

SPONSOR Rules (Lupardo)

COSPNSR

MLTSPNSR

Add §1202-jj, Tax L

Authorizes the city of Binghamton to establish hotel and motel taxes of up to five percent.

**A10271 Actions:**

BILL NO A10271

05/15/2024 referred to ways and means

06/03/2024 reported referred to rules

06/03/2024 reported

06/03/2024 rules report cal.372

06/03/2024 ordered to third reading rules cal.372

06/04/2024 home rule request

06/04/2024 passed assembly

06/04/2024 delivered to senate

06/04/2024 REFERRED TO RULES

06/05/2024 SUBSTITUTED FOR S9432

06/05/2024 3RD READING CAL.1600

06/05/2024 PASSED SENATE

06/05/2024 RETURNED TO ASSEMBLY

09/20/2024 delivered to governor

09/27/2024 signed chap.367

**A10271 Floor Votes:**

DATE: 06/04/2024 Assembly Vote

YEA/NAY: 98/47

Yes	Alvarez	Yes	Byrnes	Yes	Fall
Yes	Anderson	Yes	Carroll	No	Fitzpatrick
Yes	Angelino	Yes	Chandler-Waterrn	No	Flood
Yes	Ardila	No	Chang	Yes	Forrest
Yes	Aubry	Yes	Clark	No	Friend
Yes	Barclay	Yes	Colton	Yes	Gallagher
No	Barrett	No	Conrad	No	Gallahan
Yes	Beephan	Yes	Cook	No	Gandolfo
No	Bendett	Yes	Cruz	Yes	Gibbs
Yes	Benedetto	Yes	Cunningham	No	Giglio JA
No	Berger	No	Curran	Yes	Giglio JM
Yes	Bichotte Hermel	Yes	Dais	Yes	Glick
Yes	Blankenbush	Yes	Darling	Yes	Gonzalez-Rojas
No	Blumencranz	ER	Davila	No	Goodell
Yes	Bores	Yes	De Los Santos	Yes	Gray
Yes	Brabenec	No	DeStefano	No	Gunther
Yes	Braunstein	Yes ‡	Dickens	Yes	Hawley
Yes	Bronson	Yes	Dilan	Yes	Hevesi
No	Brook-Krasny	Yes	Dinowitz	Yes	Hunter
No	Brown EA	No	DiPietro	Yes	Hyndman
No	Brown K	No	Durso	ER	Jackson
Yes	Burdick	No	Eachus	Yes	Jacobson
Yes	Burgos	No	Eichenstein	Yes	Jean-Pierre
No	Burke	Yes	Epstein	No	Jensen
No	Buttenschon	Yes	Fahy	Yes	Jones

‡ Indicates voting via videoconference



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: May 8, 2024

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

Introduced by Committee: Finance

**RESOLUTION**  
*entitled*

A RESOLUTION REQUESTING NEW YORK  
STATE SENATOR LEA WEBB AND ASSEMBLY  
MEMBER DONNA LUPARDO FOR  
INTRODUCTION OF HOME RULE  
LEGISLATION TO AMEND TAX LAW TO  
AUTHORIZE THE COLLECTION OF AN  
OCCUPANCY TAX IN THE CITY OF  
BINGHAMTON

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

WHEREAS, the City is prepared and budgeted to implement this occupancy tax and seeks the support of the City's elected representatives in the New York State Senate and Assembly after discussion and acknowledgment by the City Council; and

WHEREAS, upon the introduction of legislation, the City of Binghamton will take further action to submit a home rule request pursuant to Article IX of the Constitution in support of legislation to authorize the City to implement a hotel and motel tax rate of up to five percent (5%) of the per-diem rental rate for each room;

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

RESOLVE, that the City of Binghamton City Council finds that the implementation of a hotel and motel tax rate would benefit the City by providing additional revenues for use within the City of Binghamton; and be it further

RESOLVED, that the City Council hereby requests that New York State Senator Lea Webb and Assembly Member Donna Lupardo, as elected representatives of the City of Binghamton, introduce legislation to authorize the City to adopt a local law giving the authority to implement the hotel and motel tax rate at a rate of up to five percent (5%) of the per-diem rental rate for each room; and be it further

RESOLVED, that the City Council requests the bill be drafted to include additional language clarifying that for the purposes of this particular section of law, definition of the terms

Introductory No. R24-37

Permanent No. R24-37

Sponsored by City Council Members: Hotchkiss, Kosty, Dundon, Mativetsky

A RESOLUTION REQUESTING NEW YORK STATE SENATOR LEA WEBB AND ASSEMBLY MEMBER DONNA LUPARDO FOR INTRODUCTION OF HOME RULE LEGISLATION TO AMEND TAX LAW TO AUTHORIZE THE COLLECTION OF AN OCCUPANCY TAX IN THE CITY OF BINGHAMTON

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

5/8/24  
Date

  
City Clerk

5/10/24  
Date Presented to Mayor

5/10/24  
Date Approved

  
Mayor

	Ayes	Nays	Abstain	Absent
Councilmember Porter	✓			
Councilmember Middleton	✓			
Councilmember Cavanaugh	✓			
Councilmember Hotchkiss	✓			
Councilmember Mativetsky	✓			
Councilmember Kosty	✓			
Councilmember Dundon	✓			
<b>Total</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>

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 5/8/24. Approved by the Mayor on \_\_\_\_\_.





RL Number: 24-191

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

Samantha Costello  
(Name)

Deputy Clerk  
(Title)

(607) 772-8715  
(Phone number)

### Additional Presenters:

Sarah Dinhofer, Clerk

### To Be Completed By Applicant

#### Proposed Title:

An Ordinance to amend the 2024 Clerk's Office budget to adjust for responsibility adjustments and to fund Registrar position

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

Budget transfer to move money from City Clerk budget to Vital Statistics budget to fund Registrar position 9/30/24 through end of year (see previous RL 24-179 and attached budget sheet)

Effective Date (if applicable): 9/30/2024

Expedition requested for this RL? Yes  No

#### Please explain why expedition is necessary:

Registrar position is recently filled and will need to be funded for next pay period



# 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.*

<b>Adopted Budget Year Amended:</b> <u>2024</u>	<b>Department:</b> <u>CLERK</u>
<b>Department Head Signature:</b> _____	

Transfers						
Transfer From (Decrease)			➔	Transfer To (Increase)		
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title
\$ 7,073.42	A1410.51000	PRS SVSC (LICENSING CLERK)	➔	\$ 10,382.52	A4020.51000	PRS SVSC (REGISTRAR OF VITAL STA
\$ 3,309.10	A1410.51000	PRS SVCS (SR LICENSING CLERK)	➔			
			➔			
			➔			
			➔			
			➔			
			➔			
			➔			
			➔			
			➔			
\$ 10,382.52			➔	\$ 10,382.52		

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

Office Use Only for Transfers Under \$10,000	
I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.	Signature: _____ Date: _____
I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter9, Appropriations. Certified by the Treasurer.	Signature: _____ Date: _____
Transfer of funds Approved ___ / Denied ___ on ___ / ___ / _____. Certified by the Secretary of the Board of Estimate and Apportionment.	Signature: _____ Date: _____
Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.	Signature: _____ Date: _____



RL Number: 24-189

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

Michael Dundon  
(Name)

Councilmember  
(Title)

(607) 772-7236  
(Phone number)

**Additional Presenters:**

### To Be Completed By Applicant

**Proposed Title:**

An Ordinance to amend Charter Chapter 26, Article 6 to include professional services

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

Amend Charter Chapter 26, Article 6 to include professional services to allow City Council to enter into contract with consulting and legal services as necessary (see attached revision language)

**Effective Date** (if applicable): 10/2/20

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

**Please explain why expedition is necessary:**

ARTICLE VI, ~~Telephone Services~~ Professional Services [Adopted 12-20-1976 by Ord. No. 265-76 (Ch. 2, § 2-34, of the 1970 Code); 4-5-2017 by Ord. No. 17-26]

§ 26-16. Council members to contract for telephone services. [Amended 1-11-2023 by Ord. No. 23-15]

A. The City of Binghamton will provide and pay for a cellular phone for use by Council members.

B. It is optional that each member of the Council take advantage of Subsection A above.

§ 26-17. Council members to contract for professional services.

A. Authority to Contract: The City Council shall have the authority to contract with qualified individuals, firms, or organizations for professional services, including but not limited to legal, engineering, architectural, financial, urban planning, and other specialized services necessary for the effective administration of city functions and projects.

B. All contracts shall comply with Charter Chapter 127 Procurement Policy

City councils often need to contract for professional services to ensure they have access to specialized expertise and skills that are not available in-house. These services may include legal advice, engineering, financial auditing, or urban planning, which require professionals with specific training and certifications. Contracting for these services ensures that the city can effectively manage complex projects, comply with regulations, and make informed decisions that benefit the community. It also allows the council to be flexible, accessing expert support as needed without maintaining full-time staff for every specialized area.

### **Contracting for Professional Services**

#### **A. Authority to Contract**

The City Council shall have the authority to contract with qualified individuals, firms, or organizations for professional services, including but not limited to legal, engineering, architectural, financial, urban planning, and other specialized services necessary for the effective administration of city functions and projects.

#### **B. Criteria for Contracting**

Contracts for professional services shall be awarded based on the expertise, qualifications, and experience of the provider, as well as their ability to meet the specific needs of the city. The City Council may also consider cost-effectiveness and efficiency in selecting service providers.

#### **C. Competitive Selection**

Where appropriate, and in compliance with applicable state laws, the City Council shall utilize a competitive selection process, such as a Request for Proposals (RFP), to ensure transparency, accountability, and the acquisition of high-quality services at a fair price.

#### **D. Term and Oversight**

The City Council shall define the scope of services, duration of the contract, and compensation in each agreement. Contracts may be periodically reviewed and evaluated to ensure the performance and continued necessity of the services provided.