



RL Number: 24-200

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
(Name)

Business Manager
(Title)

(607) 729-2975
(Phone number)

Additional Presenters:

Howard Reeve

To Be Completed By Applicant

Proposed Title:

Ordinance to amend the BJCSB 2024 Budget to increase Head House Rebuild/Refurbish and Flygt Pump Rebuild/Refurbish.

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 Head House Rebuild/Refurbish ES8130.XXXXX by \$90,000.00 and Flygt Pump Rebuild/Refurbish ES8130.XXXXXX by \$15,000.00 by moving funds from Fund Balance - Net Assets – Restr, Other Purpo ES.923 in the amount of \$105,000.00.

Effective Date (if applicable): 11/6/24

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: O22-194 and O23-34 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: _____



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: December 21, 2022

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

Introduced by Committee: Finance

ORDINANCE

enacted

AN ORDINANCE TO AMEND THE 2022
BINGHAMTON-JOHNSON CITY JOINT
SEWAGE TREATMENT FACILITIES BUDGET
TO CLOSE OUT CAPITAL FUNDS

WHEREAS, the City of Binghamton (the "City") is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Facilities (the "BJCJSTF") with the Village of Johnson City (the "Village"); and

WHEREAS, the BJCJSTF is operated and maintained by the Binghamton-Johnson City Joint Sewage Board (the "JSB") under a series of inter-municipal agreements between the City and the Village; and

WHEREAS, the Council of the City and the Board of Trustees of the Village approve the BJCJSTF budget; and

WHEREAS, the JSB is classified as an Enterprise Fund by NYS OSC; and

WHEREAS, the finance system is being modified to handle the accounting as an Enterprise Fund; and

WHEREAS, the JSB is requesting a budget amendment needed to close out the Capital Funds.

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

Section 1. That Council approves and directs the Comptroller/JSB Fiscal Officer to amend and make journal budget entries in 2022 BJCJSTF budget to close out the Capital Funds into Enterprise Funds as follows:

- (i) \$ 459,366.30 decrease expense budget line JF8130.559105 (Pro.Ser.)
- (ii) \$ 2,000.00 decrease expense budget line JF8130.559123 (Sec. Inf. L. Pump)
- (iii) \$ 461,366.30 decrease revenue budget line JF.45031 (Interfund Revenues)
- (iv) \$ 461,366.30 decrease revenue budget line J9950.59000 (Interfund Transfers)
- (v) \$ 461,366.30 increase expense budget line J8130.55000 (Contingency)
- (vi) \$ 80,000.00 decrease expense budget line JF8130.559105 (Pro.Ser.)
- (vii) \$ 80,000.00 decrease revenue budget line JF.45031 (Interfund Transfer)
- (viii) \$ 80,000.00 decrease revenue budget line J9950.59000 (Interfund Transfer)
- (ix) \$ 80,000.00 increase expense budget line J8130.54410 (Pro.Ser.)
- (x) \$ 17,696.55 decrease expense budget line JH8130.554008 (Training Rm/Offices)
- (xi) \$ 50,000.00 decrease expense budget line JH8130.554076 (TPS Pump Reb./Ref.)

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: December 21, 2022

- (xii) \$ 7,992.00 decrease expense budget line JH8130.554077 (Volute Thickener Ovrhd Door)
- (xiii) \$ 10,000.00 decrease expense budget line JH8130.554084 (Labe Fume Hood/Canopy)
- (xiv) \$ 300,000.00 decrease expense budget line JH8130.554086 (Asset Mang.Plan)
- (xv) \$ 47,507.25 decrease expense budget line JH8130.559502 (Dn.Flygt.Pump)
- (xvi) \$ 433,195.80 decrease revenue budget line JH.45031 (Interfund Revenues)
- (xvii) \$ 433,195.80 decrease expense budget line J9950.59000 (Transfer to Capital)
- (xviii) \$ 433,195.80 increase revenue budget line J8130.55000 (Contingency)
- (xix) \$ 26,525.00 decrease expense budget line JH8130.554013 (Tps.Channel Grinder)
- (xx) \$ 150,000.00 decrease expense budget line JH8130.554039 (Pro.Ser.Capital Proj.)
- (xxi) \$ 59,626.89 decrease expense budget line JH8130.554040 (Cap. Conting.Fund)
- (xxii) \$ 499,805.17 decrease expense budget line JH8130.554045 (Digester 5yr Cyclical Cl)
- (xxiii) \$ 200,000.00 decrease expense budget line JH8130.554074 (Settling Tank Rehab.)
- (xxiv) \$ 100,000.00 decrease expense budget line JH8130.554078 (Head House Pump Rebuild/Refurb.)
- (xxv) \$ 48,816.00 decrease expense budget line JH8130.554080 (Flygt. Pump Rebuild/Refurb.)
- (xxvi) \$ 21,000.00 decrease expense budget line JH8130.554085 (Roll-Off Contain.)
- (xxvii) \$1,084,773.06 decrease revenue budget line JH.45031 (Interfund Revenues)
- (xxviii) \$1,084,773.06 decrease revenue budget line J9950.59000 (Interfund Transfers)
- (xxix) \$1,084,773.06 increase expense budget line J8130.55000 (Contingency)
- (xxx) \$ 3,024.98 decrease expense budget line JH8130.554005 (Safety)
- (xxxi) \$ 7,196.06 decrease expense budget line JH8130.554022 (Scada)
- (xxxii) \$ 30,000.00 decrease expense budget line JH8130.554062 (Scada Comp.Valves)
- (xxxiii) \$ 58,159.61 decrease expense budget line JH8130.554063 (Plant Outfall Dreg.)
- (xxxiv) \$ 181,730.40 decrease expense budget line JH8130.554064 (Rep.Vehicles)
- (xxxv) \$ 35,060.83 decrease expense budget line JH8130.554075 (Primary Grit Catcher)
- (xxxvi) \$ 20,000.00 decrease expense budget line JH8130.554079 (Methanol Hose Pump)
- (xxxvii) \$10,849.91 decrease expense budget line JH8130.554081 (Two Hotsy Heated Press Washers)
- (xxxviii) \$ 525.00 decrease expense budget line JH8130.554083 (New Servers)
- (xxxix) \$ 346,546.79 decrease revenue budget line JH8130.45031 (Interfund Transfer)
- (xl) \$ 346,546.79 decrease revenue budget line J9950.59000 (Interfund Transfers)
- (xli) \$ 3,024.98 increase expense budget line J8130.554005 (Safety)
- (xlii) \$ 37,196.06 increase expense budget line J8130.554009 (Scada)
- (xliii) \$ 181,730.40 increase expense budget line J8130.52100 (Vehicles)
- (xliv) \$ 20,000.00 increase expense budget line J8130.554079 (Methanol Hose Pump)
- (xlv) \$ 10,849.91 increase expense budget line JH8130.554081 (Two Hotsy Heated Press Washers)
- (xlvi) \$ 525.00 increase expense budget line J8130.52300 (Hardware Software)
- (xlvii) \$ 35,060.83 increase expense budget line J8130.554075 (Primary Grit Catcher)
- (xlviii) \$ 58,159.61 increase expense budget line J8130.554063 (Plant Outfall Dreg.)

Section 2. That this Ordinance shall be effective when also approved by sufficient members of the Board of Trustees of the Village.

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


Chuck Shager, Comptroller/JSB Fiscal Officer

Introductory No. 022-194

Permanent No. 022-194

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

AN ORDINANCE TO AMEND THE 2022
BINGHAMTON-JOHNSON CITY JOINT SEWAGE
TREATMENT FACILITIES BUDGET TO CLOSE
OUT CAPITAL FUNDS

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

Date 12/21/22

City Clerk [Signature]

Date Presented to Mayor 12/22/22

Date Approved 12/22/22

Mayor [Signature]

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

Code of the City of Binghamton

Adopted Defeated

6 Ayes 0 Nays 0 Abstain 1 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 12/21/22 Approved
by the Mayor on 12/22/22

[Signature]

Introductory No. 023-34

Permanent No. 023-34

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

AN ORDINANCE TO AMEND THE 2022
BINGHAMTON-JOHNSON CITY JOINT SEWAGE
TREATMENT FACILITIES BUDGET TO CREATE
A CAPITAL RESERVE

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

3/1/23

Date

Christina L. Johnson
City Clerk

3/2/23

Date Presented to Mayor

3/2/23

Date Approved

Mayor

[Signature]

	Ayes	Nays	Abstain	Absent
Councilwoman Resciniti	✓			
Councilwoman Riley	✓			
Councilwoman Friedham	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scanlon	✓			
Councilman Scaringi	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 3/1/23. Approved
by the Mayor on 3/2/23.

[Signature]



August 8th, 2024

Proposal# 240808-02-MDH

Binghamton/ Johnson City Joint Wate Water Treatment facility
 1234 5th Street
 New York, NY 12345

ATTN: Howrad Reeve/ Jim Ross
 Subject: 3531.805-0721151

Dear Howard and Jim,

As per your request, Fleet Pump and Service Group is pleased to provide a proposal for the following items:

Quantity	Description	Unit Price	Total Price
2	81 08 29 GROMMET,NBR 59ID 90OD 52L	\$122.00	\$244.00
1	82 51 47 WASHER,LOCK 110MM ID STEEL	\$43.00	\$43.00
1	82 62 49 RING,RETAINING OD-199.5MM	\$59.00	\$59.00
1	83 97 84 DETECTOR,THERMAL	\$625.00	\$625.00
1	83 97 97 SENSOR,TEMPERATURE PT-100	\$318.00	\$318.00
2	84 18 05 GROMMET,NBR 32ID 52OD 27L	\$63.00	\$126.00
1	566 40 00 WASHER,LOCK SS	\$61.00	\$61.00
1	566 41 00 RING,SS	\$413.00	\$413.00
1	571 45 00 WASHER,SUPPORTING STEEL	\$604.00	\$604.00
2	663 04 00 SENSOR,LEVEL FLS-10	\$447.00	\$894.00
1	685 86 00 PLATE,TERMINAL	\$110.00	\$110.00
1	700 96 33 KIT,IMPELLER/SEAL C 575MM	\$34,366.00	\$34,366.00
1	839 96 02 KIT,REPAIR BASIC	\$30,532.00	\$30,532.00
1	14-69 00 24B SHOP SUPPLIES-LARGE	\$150.00	\$150.00
1	14-69 00 21D ENV FEE >50HP	\$165.00	\$165.00
46	14-69 00 02L LABOR,SVC	\$160.00	\$7360.00
12	14-69 00 02M TRAVEL CHARGE	\$150.00	\$1800.00
8	14-69 00 08L LABOR,MOBILE	\$185.00	\$1480.00
		Freight	\$3500.00
		Total	\$82,850.00

Remarks: Price includes pickup and drop off, freight is incoming parts freight. If this product is not repaired, a fee of \$3000.00 will be charged for inspection Labor.

Notes: Price does not include applicable taxes

Delivery:

Terms: See attached

Validity: 30 days



Please forward a **Purchase Order or Authorization on your Letterhead** if you wish to proceed with the above proposal. If you have any questions or require additional information please do not hesitate to contact me. Thank you for the opportunity.

Best Regards,

Mike Hoyt



Mike Hoyt
Sales Engineering
Municipal Pumps and Process
Direct: 518-417-9270

mhoyt@gafleet.com | www.gafleet.com

G.A. Fleet Associates, Inc.
6 International Drive, Suite 210
Rye Brook, New York 10573

Remit PO's to:

Fleet Pump & Service Group, Inc.

6 International Drive Suite 210, Rye Brook, NY 10573



Fleet Pump & Service Group, Inc.
455 Knollwood Road White
Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. Terms and Conditions Become Addendum to Agreement. These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. Addendum Terms Control. Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. Payment Terms. The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. Progressive Payments Required. All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. No Credit Provided by Supplier. Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. No Retainage. Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. Overdue Balances. In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. Supplier Does Not Provide Warranties. Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. Liquidated Damages Provisions Not Applicable. Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. Limitation of Liability. Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
12. Indemnification Limited to Direct Cause. Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. Third Party Contracts Not Applicable. Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
14. Entire Agreement. Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. Insurance. Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



October 2nd, 2024

Proposal# 240510-01-MDH

Binghamton/ Johnson City Joint Wate Water Treatment facility
1234 5th Street
New York, NY 12345

ATTN: Howard Reeve, Jim Ross
Subject: 3202.095-1750016 Repair Est.

Dear Howard,

As per your request, Fleet Pump and Service Group is pleased to provide a proposal for the following items:

Quantity	Description	Unit Price	Total Price
2	84 18 07 GROMMET,NBR 38ID 52OD 28L	\$55.00	\$110.00
1	608 31 00 WASHER,LOCK SS	\$9.40	\$9.40
1	650 51 00 CABLE UNIT	\$131.00	\$131.00
1	657 17 03 KIT,REPAIR BASIC 3202.180	\$7587.00	\$7587.00
1	663 04 00 SENSOR,LEVEL FLS-10	\$447.00	\$447.00
17	14-69 00 02L LABOR	\$160.00	\$2720.00
6	14-69 00 02M TRAVEL CHARGE	\$900.00	\$900.00
1	14-69 00 08L LABOR,MOBILE	\$185.00	\$185.00
1	14-69 00 21D ENV FEE	\$150.00	\$150.00
1	14-69 00 24B SHOP SUPPLIES	\$145.00	\$145.00
		Freight	\$225.00
		Total	\$12,609.40

Remarks: Cable was in good condition. Resistance check through cable and meg test were both adequate. Pressure test passed. FLS was tripped when first metered but senator test good overall. Corrosion was present in cable entry cover. Oil/water mixture was present in bearing holder/stator housing area.

Notes: Price does not include applicable taxes

Delivery: 29 Instock

Terms: See attached

Validity: 30 days

Please forward a **Purchase Order** or **Authorization on your Letterhead** if you wish to proceed with the above proposal. If you have any questions or require additional information please do not hesitate to contact me. Thank you for the opportunity.

Best Regards,

Mike Hoyt



Mike Hoyt
Sales Engineering
Municipal Pumps and Process
Direct: 518-417-9270

mhoyt@gafleet.com | www.gafleet.com

G.A. Fleet Associates, Inc.
6 International Drive, Suite 210
Rye Brook, New York 10573

Remit PO's to:

Fleet Pump & Service Group, Inc.

6 International Drive Suite 210, Rye Brook, NY 10573



Fleet Pump & Service Group, Inc.
455 Knollwood Road White
Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions Become Addendum to Agreement.** These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. **Addendum Terms Control.** Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. **Payment Terms.** The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. **Progressive Payments Required.** All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. **No Credit Provided by Supplier.** Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. **No Retainage.** Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. **Overdue Balances.** In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. **Supplier Does Not Provide Warranties.** Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. **"Time of Essence" Provisions Not Applicable.** Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. **Liquidated Damages Provisions Not Applicable.** Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. **Limitation of Liability.** Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.**
12. **Indemnification Limited to Direct Cause.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



Legislative Branch

RL Number:

24-213

Date Submitted:

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

REQUEST FOR LEGISLATION

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

Applicant Presenting RL at Work Session

Jeffrey A Kruger

Superintendent Water Sewer

607 343 9027

(Print Name)

(Title)

(Phone number)

Signature:

Date: 10/16/2024

To Be Completed By Applicant

Proposed Title: requesting additional support from Brown and Caldwell to navigate the new changes to the lead and copper rulings. Long term planning is one of the primary goals.

Executive Summary (Explain why legislation is necessary): Any changes to a Contractual agreement must be presented to City Council. Due to the amount of disruption this rule change will incur for both homeowners and Municipal Staff we are attempting to set a Road map in place that can be followed for the next five years.

Effective Date: (if applicable) 10/25/2024

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

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

RL related to previously adopted legislation: Perm. number R2441, adoption date 05/22/2024

Contract: Person/Company Brown & Caldwell Start/End Date 10/25/2024

Total Cost \$29,814 Funds available in Budget Line H8320.525105 F0015 Title Water Plant Improvements

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corp. Counsel: _____

Finance

Planning

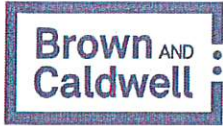
MPA

PW/Parks

Employees

Rules/Special Studies

October 4, 2024



Mr. Jeffrey Kruger
City of Binghamton
Water System
38 Hawley Street
Binghamton, NY 13901

**Subject: Lead and Copper Rule Revisions Service Line Inventory Support;
Proposed Amendment to Agreement for Consulting Services Between City of
Binghamton, New York and Brown and Caldwell Associates for Water System
Regulator and Planning Services;
City Purchase Order # 24001399 Dated 6/5/24**

Dear Mr. Kruger:

Brown and Caldwell Associates (BCA) is submitting for your approval this proposal to perform a Lead and Copper Rule Revisions (LCRR) Service Line Inventory Support for the City of Binghamton (City).

Under the LCRR, which became effective on December 16, 2021, water systems are required to “prepare an inventory of service lines connected to its distribution system, whether or not they are owned or controlled by the water system, to identify those service lines that are made of lead or of unknown material” (40 Code of Federal Regulations (CFR) 141.80(f)(3)). As defined by Environmental Protection Agency (EPA), service lines are the piping that connects the water main to the building inlet. For the purposes of this regulation, a short section of piping connecting the service line to a water main (commonly referred to as “goosenecks”, “pigtailed”, or “connectors”) are excluded from an inventory. Service lines must be classified into one of the following categories:

- Lead: Service line made of lead
- Galvanized requiring replacement: Galvanized iron or steel line downstream of a lead service line (currently or in the past) or currently downstream of a lead status unknown service line
- Non-lead: Service line not made of lead and not categorized as galvanized requiring replacement; service lines made of copper, polyvinyl chloride (PVC), cross-linked polyethylene (PEX) or others can be grouped into this “non-lead” category; however, copper service lines should be documented separately because they represent potential Tier 4 sampling sites
- Lead status unknown: Service line not known to be lead, galvanized requiring replacement, or a non-lead service line (i.e., service lines without documented evidence supporting material classification)

At the time of this proposal, EPA’s proposed Lead and Copper Rule Improvements (LCRI) has not yet been finalized. The LCRI is expected to modify certain existing LCRR requirements such as updates to the inventory, action level requirements, and timeframes for compliance; however until the Final LCRI is issued all systems must comply with the provisions of the existing LCRR.

While NYSDOH has delegation of primacy for the 1991 LCR, they have not yet obtained primacy for the 2021 LCRR. Therefore, EPA has primary responsibility for enforcement of the provisions under the LCRR and the City is required to provide their service line inventory by the October 16, 2024. Although DOH may not yet have primacy, best practice would be to also keep them informed of any regulatory related submissions.

The City is seeking support for its service line inventory development approach and EPA/DOH approval support. The general support needed includes:

- Development of preliminary inventory
- Development of service line inventory workplan for unknown lines
- Coordination with EPA, NYSDOH, and Broome County Department of Health (Broome County DOH) for service line inventory workplan and approval

Additional actions are required by the LCRR and are not included in this current scope. The level of support needed for these activities will be evaluated after completion of the inventory and updated information on the LCRI. These activities include:

- Consumer notifications required by the LCRR including notification of known lead service lines, lead status unknown lines, making all information publicly accessible
- Implementation of Service Line Inventory Workplan for unknown lines and Development of Revised Inventory
- Selection of revised lead and copper compliance sampling locations
- Preparation of a lead service line replacement (LSLR) plan
- Administration of lead sampling at schools and childcare facilities

Scope of Work

The scope of work includes the following tasks:

Task 1.1. Project Management and Administration

Project management including:

- Invoicing (will be combined with base scope of work)
- project status updates and other client coordination
- internal project coordination and oversight

Task 1.2: Development of Preliminary Inventory

Objective/Approach: Support City in developing inventory based on existing information by assisting with remaining data entry and compilation for known lines. Review provided data to identify private-side service lines that can be classified as non-lead due to age, diameter, or other characteristic.

Activities: BC will perform the following tasks:

- Scan remaining service cards (roughly 4000) to create a digital file (front and back); provide PDF format digital file inventory to City for their records
 - This step includes post processing of the scan data into folders organized by street name
- Conduct a code and regulation review to establish dates when lead services were prohibited
- Collect data from City Assessment on property build dates
- Populate the information on the digital service cards into the NYS DOH inventory spreadsheet; data captured will be minimum required for NYS DOH inventory (size and material by address)
 - This effort will be conducted using artificial intelligence large language model
 - Cross check the inventory with property build dates and code requirements
- Complete a Quality Control step to validate reasonable accuracy of data populated
- Review provided data to identify private-side service lines that can be classified as non-lead due to age, diameter, or other characteristic.
- Develop a preliminary service line inventory by the October 16, 2024 due date
 - In the event all the data is not compiled by the deadline, the remaining addresses will be considered "unknown"
- Complete additional post-processing of the data after the deadline for revised resubmittal, if necessary, to further reduce the locations identified as unknown

Assumptions:

- The preliminary inventory will be based on the records made available by City to BC. BC will be using the information as provided and will not be conducting a review of quality or accuracy of the information.
- BC will not be conducting a review of quality or accuracy of the information already entered into the database by the City.
- The City has entered approximately 75% of existing information into the database.
- The City has begun developing a map of galvanized lines.
- BC will provide services to the limit of the task budget. If additional effort is needed for data entry beyond the assumed scope and effort identified in this scope of work, an amendment will be required.

City Responsibilities and Assumptions:

- City will provide existing database being used to compile inventory.
- City will provide current map of galvanized lines.

Work Product:

- Updated database of service lines based on paper inventory and meter cards will be provided electronically.

Task 1.3: Development of Service Line Inventory Workplan for unknown lines

Objective/Approach: Develop a Service Line Inventory Workplan for field verification tasks required to prepare the inventory of service lines connected to the City distribution system, as required by 40 CFR 141.80(f)(3).

Activities: BC will perform the following tasks:

- Prepare a data request for City for any additional relevant information to support development of the Service Line Inventory Workplan.
- Develop preliminary grouping of service lines for service lines that cannot be determined as non-lead for use in a stratified random sampling approach.
- Prepare a Service Line Inventory Workplan for submittal to EPA/DOH describing the City's approach to identification of private-side service lines that cannot be determined as non-lead. A draft Service Line Inventory Workplan will be submitted to City for review, which will be finalized after meeting with City to address review comments.

Assumptions:

- All utility-owned service lines have been identified by City. The workplan will not include field verification of utility-owned service lines and will be limited to private-side service lines.
- The Workplan will be based on the records made available by City to BC. BC will be using the information as provided and will not be conducting a review of quality or accuracy of the information.
- Digitization of pdf as-built drawings into GIS is not included.
- One (1) virtual meeting with City will be held via Microsoft Teams under this task to discuss the draft workplan.
- BC will provide services to the limit of the task budget. If additional effort is needed for workplan development beyond the assumed scope and effort identified in this scope of work, an amendment will be required.

City Responsibilities and Assumptions:

- Records provided under this task within one week of the request.
- City personnel will attend and participate in scheduled meetings under this task.
- City will provide review within 3 business days of receiving each draft of the Service Line Inventory Workplan.
- City will provide comments in one combined set.

Work Products:

- One inventory database of service lines determined to be non-lead based on records review will be provided electronically.
- Service Line Inventory Workplan will be provided electronically in PDF and MS Word format.

Task 1.4: Support for City Coordination with EPA/DOH for Service Line Inventory and Workplan Approval

Objective/Approach: Support City in obtaining feedback and approval from EPA/DOH of the Service Line Inventory and Workplan developed in Tasks 1.2 and 1.3.

Activities: BC will perform the following tasks:

- After City has submitted the final Service Line Inventory Workplan in Task 1.3, BC will facilitate up to two meetings between City, EPA, DOH, and BC to describe the Service Line Inventory Workplan, the methodology used to develop the Service Line Inventory Workplan, and to answer any outstanding questions that EPA/DOH may have related to the Service Line inventory Workplan.
- BC will provide support to City in responding to any inquiries or communications with EPA/DOH through their review process until approval of the Service Line Inventory Workplan has been obtained.

Assumptions:

- BC will support City by providing necessary background information and analysis for City's communications with EPA/DOH.
- All communications with City and EPA/DOH will be conducted remotely via phone calls, Microsoft Teams calls, and/or emails.
- BC will provide services to the limit of the task budget. If additional effort is needed for EPA/DOH coordination support beyond the scope and effort identified in this scope of work, an amendment will be required.

City Responsibilities and Assumptions:

- City will represent itself to EPA/DOH.
- City personnel will attend and participate in scheduled meetings under this task.

Work Products:

- Agenda, presentation, and notes for the Service Line Inventory Workplan submittal meeting between City, EPA, DOH, and BC.

Team

The key team members proposed for this work are as follows:

Project Manager – Matt Marko

Project Technical Lead – Katie Porter

Scanning – Brandon Benjamin

Digital Solutions – Jamie Lefkowitz

Cost Estimate

BC will perform the scope of work described above in Tasks 1.1, 1.2, and 1.3 for an estimated lump sum fee of \$29,814. This includes Other Direct Costs (ODCs), which includes travel and related direct job costs, billed in accordance with the terms and conditions of the base contract.

A budget for Task 1.4 is not included at this time. Upon the conclusion of Task 1.3, BC will assess status and provide cost proposal to conduct Task 1.4 and include any other long term planning, action items, or other support determined to be helpful to the City at that time.

Schedule

Based on this notice to proceed the tasks in this task order shall be completed as follows:

- Task 1.2: Submittal to EPA by October 16, 2024 deadline
- Task 1.3: Preliminary Submittal to EPA by October 16, 2024
 - o Revised Submittal to EPA by December 16, 2024

EPA/DOH review comments on the Service Line Inventory Workplan could delay the schedule. Effort related to extended schedule due to EPA/DOH delay is not included in this scope of work.

Terms and Conditions

All work will be performed in accordance with the terms and conditions executed between the City and BC under the Agreement and Purchase Order dated June 5. To accept this proposal, please sign and date two copies of this letter in the space provided below and return one copy to Brown and Caldwell.

We appreciate the opportunity to provide our services and look forward to assisting you on this matter. If you have any questions, please call.

Very truly yours,

Brown and Caldwell Associates



Matt Marko P.E.
Project Manager



Geoffrey M. Grant, P.E.
President

City of Binghamton, New York

Signature

Printed Name and Title

Legal Counsel Approval SB
RL 24-101

Introductory No. R24-41
Permanent No. R24-41



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: May 22, 2024

Sponsored by Council Members: Dundon, Kosty, Middleton, Cavanaugh, Porter

Introduced by Committee: Public Works and Parks

RESOLUTION

entitled

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

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

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

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

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

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

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

Introductory No. R24-41
 Permanent No. R24-41
 Sponsored by City Council Members: Dundon, Kosty,
 Middleton, Cavanaugh, Porter

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

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

Date 5/22/24
 City Clerk [Signature]
 Date Presented to Mayor 5/23/24
 Date Approved 5/23/24
 Mayor [Signature]

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

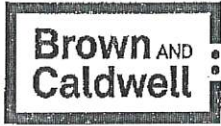
Code of the City of Binghamton
 Adopted Defeated
7 Ayes 0 Nays 0 Abstain 0 Absent

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 5/23/24, Approved by the Mayor on _____.

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

T: 315.345-1440

May 14, 2024



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

Subject: Water Filtration Plant Process Improvement Project - Proposal

Dear Mayor Kraham,

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

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

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

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

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

Respectfully,

Brown and Caldwell Associates

A handwritten signature in black ink, appearing to read 'Matthew J. Marko'. The signature is fluid and cursive.

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

A handwritten signature in black ink, appearing to read 'Geoffrey M. Grant'. The signature is fluid and cursive.

Geoffrey M. Grant, PE
President

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



RL Number: 24-212

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:

Extra drainage work and NEPA environmental work related to Henry Street.

Executive Summary (Explain why legislation is necessary):

Supplemental Agreement #1 for \$54,405.00 Extra drainage work and NEPA environmental work related to Henry Street.

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number: R23-64

Adoption Date: 8/10/23

Contract: Person/Company: Scott/McFARLAND JOHNSON
Faulkner P.E.

Total Cost: \$54,405.00

Funds available in Budget Line: H8120.525055.F0015

Title: REPLACE SEWER LINES

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:

Mayor:

For Internal Use Only

Comptroller:

Corp. Counsel:

Supplemental Agreement #1 Scope of Services

Prepared for:

City of Binghamton
Department of Engineering
City Hall, Government Plaza
Binghamton, NY 13901-3776

Describing Services for:

Henry Street Reconstruction Project
City of Binghamton

10/11/2024



McFARLAND JOHNSON

Section 4 – Environmental

Section 4.02 – Screenings and Preliminary Investigations

The Consultant will screen and perform investigations to determine potential impacts resulting from the design alternative

Ground Water

The Consultant will determine whether the project is situated over or drains to the recharge area of a federal sole source aquifer, a NYSDEC designated principal or primary aquifer or a private or municipal water supply well. The **Consultant** will assess the potential positive and negative impacts of the project design alternative on the aquifers and wells, including impacts from changes in surface and subsurface drainage, future motor vehicle use, highway maintenance, and construction activities. This shall be a qualitative assessment of groundwater quality and flow, with particular emphasis on changes in water table elevations and the possible influence of these changes on vegetative patterns, as well as the impacts of project runoff (e.g., de-icing salts) on groundwater quality.

Section 4(f) – Kennedy Park

The Consultant shall review the applicability of the following programmatic evaluation: Minor Involvement with Public Parks, Recreation Lands, and Wildlife and Waterfowl Refuges. The Consultant shall perform the analyses required to support the programmatic evaluation and prepare the required supporting documentation in the format required by the City.

EO 12898 Environmental Justice

The Consultant shall study the effects of the project on Environmental Justice in accordance with Executive Order (EO) 12898 and other relevant guidance. The **Consultant** shall provide the supporting documentation in the format required by the City which may include the following:

- o Descriptive information on the general population served or affected by the project. This should include identification of the race, color, national origin, age and level of income of the overall population as well as the existence of any minority and/or low-income populations or communities.
- o Identifying the beneficial and adverse environmental consequences of the project on the overall population and on minority and/or low-income populations or communities.
- o Evaluating the impacts on the minority and/or low-income populations, with respect to impacts on the overall population, to determine if the project will or will not cause a disproportionately high and adverse human health or environmental effect on the minority and/or low-income populations. This includes not only consideration of individual impacts but may be a combination of smaller impacts that may result in cumulative effects that are "high and adverse".
- o The Consultant shall document the level of involvement in the decision making process that the affected minority and /or low-income populations or communities have had as

related to project alternatives. The Consultant shall discuss all proactive efforts conducted that will ensure meaningful public participation from the overall population; specifically, those activities that will increase outreach and expand the opportunities for low-income and minority participation during the project development process.

Section 6 – Detailed Design

6.01 Advance Detail Plans (ADP)

Task 1 – Additional Drainage Studies/Design

The Consultant provided additional drainage design services as described below for the eastern half of the drainage system to mitigate the stormwater surcharge issues at the Chapman Street intersection.

- Researching the existing drainage patterns entailed more work than anticipated due to the numerous different sources of information and lack of actual record plan information for the main trunk line that runs east.
- Incorporating the Stadium drainage and stormwater detention system into our drainage models.
- Investigated multiple alternatives for addressing the surcharge issue including:
 - Green infrastructure improvements (Bioretention, dry swales, tree pits, etc.) were investigated but due to the amount of flow that needed to be attenuated these options were not feasible.
 - Investigated a second trunkline that would split the peak flows between the existing trunkline and a second trunkline down the south side of Henry Street. This was determined to not be feasible as the second trunkline would need to be tied back into the existing system to be able to outlet it to the Susquehanna River as there is only one outlet and that is through the existing pump station.
 - Investigated upsizing the existing trunkline to carry all the flows required to address the surcharging issues. Hydraulically, this was a feasible option, but the constructability of upsizing the existing trunk line was not feasible due to its proximity to the railroad tracks. Excavating to the depth required to replace the trunkline along the railroad tracks and under the Brandywine Avenue at the eastern end of Henry Street would require a very expensive excavation protection system (temporary sheeting) adjacent to the railroad tracks and bridge in addition to the coordination time required with the railroad.
 - Investigated an underground chamber system for stormwater treatment and detention to attenuate the peak flow in the Stadium parking lot.

Task 2 – Detention System Design and Detailing

The Consultant will perform additional design and detailing efforts to incorporate the underground chamber system into the plans and update the construction cost estimate to reflect the additional work.

Henry Street Reconstruction
 MJ Project No. 19141.00
 City of Binghamton
 Supplemental Agreement #1

10/11/2024

FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR	\$17,203.00	
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	\$30,105.25	
3. SUBTOTAL OF ITEMS 1 & 2	\$47,308.25	
4. FIXED FEE / PROFIT	\$7,096.24	
5. DIRECT EXPENSES		
6. SUBCONSULTANT COSTS		
7. SUBCONTRACT COSTS - (ESTIMATE)		
8. OVERTIME PREMIUM		
9. TOTAL FEE ESTIMATE	\$54,404.49	
10. TOTAL FEE FOR ALL SERVICES		\$54,405

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge



Henry Street Reconstruction

MJ Project No. 19141.00

City of Binghamton
Supplemental Agreement #1

10/11/2024

McFARLAND-JOHNSON LABOR RATES

DIRECT TECHNICAL LABOR

<u>CLASSIFICATION</u>	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2024 MAX. RATE</u>
Vice President (VP)	\$113.42	\$113.42	\$113.42
Division Director/Reg.Div.Director (DD)	\$90.98	\$90.98	\$101.00
Senior Project Manager (SPM)	\$81.66	\$81.66	\$88.90
Sr. Project Engineer (SPE)	\$64.44	\$64.44	\$71.62
Project Engineer (PE)	\$56.39	\$56.39	\$66.30
Senior Engineer (SE)	\$45.67	\$45.67	\$53.20
Assistant Engineer (AE)	\$38.59	\$38.59	\$43.50
Junior Engineer/Planner/Envrmtlst (JEP1)	\$32.38	\$32.38	\$35.70
Junior Engineer/Planner/Envrmtlst (JEP2)	\$35.37	\$35.37	\$38.92
Technician Supervisor (TS)	\$56.85	\$56.85	\$60.00
Senior Technician (ST)	\$39.41	\$39.41	\$43.26
Assistant Technician (AT)	\$27.83	\$27.83	\$30.16
Junior Technician (JT)	\$27.83	\$27.83	\$30.16
Resident Inspector (RI)	\$54.31	\$54.31	\$58.62
Senior Inspector (SI)	\$46.48	\$46.48	\$52.55
Inspector (I)	\$40.04	\$40.04	\$40.04



Henry Street Reconstruction
 MJ Project No. 19141.00
 City of Binghamton
 Supplemental Agreement #1

10/11/2024

ESTIMATED HOURS

PHASE/TASK	DESCRIPTION	HOURS BY CLASSIFICATION																
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	AT	JT	RI	SI	I	SUM	
		\$113.42	\$90.98	\$81.56	\$64.44	\$55.99	\$45.67	\$38.59	\$32.38	\$35.37	\$58.85	\$39.41	\$27.83	\$54.31	\$46.48	\$40.04		
4.02	Screenings and Preliminary Investigations			8		60						40					108	
6.01	Task 1 - Additional Drainage Studies/Design			8		24		100					40				172	
6.01	Task 2 - Detention System Design, Detailing and Estimating			4		20		40				24					112	
Total Hours - Design / Planning Services				20		104		140				64					392	
Total Labor Cost - Design / Planning Services				1633		5864		5403				2522					17203	



RL Number: 24-193

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:

A Resolution Authorizing the Mayor to enter into an Agreement with McFarland Johnson for Construction Inspection

Executive Summary (Explain why legislation is necessary):

A Resolution Authorizing the Mayor to enter into an Agreement with McFarland Johnson for Construction Inspection Services for the NYSDOT Main Street Corridor Project (PIN 9754.37/D035470)

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: R17-59

Adoption Date: 5/4/17

Contract: Person/Company: Joe Mieczkowski, P.E./ McFarland Johnson

Total Cost: \$320,731.00

Funds available in Budget Line: H5110.525213.20817

Title: Main Street Corridor Study&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:

Mayor:

For Internal Use Only

Comptroller:

Corp. Counsel:

EXHIBIT A

Base Scope of Services

Construction Inspection Services

Prepared for:

**CITY OF BINGHAMTON
DEPARTMENT OF ENGINEERING**

Describing Services for:

**PIN 9754.37/D035470
MAIN STREET CORRIDOR PROJECT
CONSTRUCTION INSPECTION SERVICES**

August 15, 2024



McFarland Johnson

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Section 1 - General

1.01 Project Description and Location

This project is known as:

Main Street Corridor Project
City of Binghamton, Broome County
PIN 9754.37

Project Description: This safety project identifies and implements improvements on Main Street from Floral Avenue to Front Street. Construction work is anticipated to include the following major items of work:

- ADA/PROWAG Intersection Improvements – 26 locations
- Pedestrian Signal Improvements
- New Signage
- New Crosswalk Striping
- Drainage System Upgrades

Project Limits: The project limits along Main Street extend from Floral Avenue to Front Street.

Sponsor: City of Binghamton

County: Broome County

1.02 Sponsor's Project Manager (SPM)

The **Sponsor's** Project Manager for this project is Ronald Lake, who can be reached at 607-772-7007 or email at rblake@cityofbinghamton.gov.

All correspondence to the **Sponsor** should be addressed to:

City of Binghamton
City Hall
38 Hawley Street
Binghamton, NY 13901

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, [23 CFR 771](#).

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 9	Construction Inspection
Section 10	Estimating and Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 9 and 10.

1.05 Project Familiarization

The **Consultant's** construction inspection staff shall become familiar with the project before starting any work. This shall include a thorough review of the Contract Plans and Specifications and a site visit to become familiar with field conditions.

1.06 Meetings – (Not Used)

Included in Section 9 – Construction Inspection

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the *Cost Control Report*.¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

A. Compliance with Documents

Services shall conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- NYSDOT *Manual for Uniform Record Keeping* (MURK)
- NYSDOT Local Projects Manual

B. Compliance with Environmental Laws, Regulations and Permits

Consultant work shall meet the requirements of applicable state and federal environmental laws, regulations and policy (specified in Appendix 1 of the NYSDOT *Project Development Manual*).

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

1.09 Standards and Specifications

The project will be constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime Consultant's and other subconsultants' work.
- A subconsultant will be used for materials sampling and testing.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT Local Projects Manual (LPM).

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish field supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** shall provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the Construction Contract. The **Consultant** shall assume responsibility, as appropriate, for the administration of the Construction Contract including maintaining project records, processing payments, and performing detailed inspection work and on-site field tests of materials and items of work incorporated into the Construction Contract. Work shall be consistent with federal, state and local policies, and the specifications and plans applicable to the project.

The **Consultant** will prepare for and attend a preconstruction conference as directed by the **Sponsor's** Project Manager. On-site job meetings will be conducted by the **Consultant** on a regular basis (assume bi-monthly). The **Consultant** will be responsible for the preparation of meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

The **Consultant** shall provide full-time construction inspection staff that will oversee the Construction Contractor's operations/services to ensure the work is performed as described in the Construction Contractor's Contract Documents, including the Construction Management Plan, and that the work performed conforms to the Construction Contractor's Contract requirements. Responsibilities of the **Consultant's** construction inspection staff shall include the following:

- Field inspect Construction Contractor's and Subcontractor's activities, including labor, equipment, and subcontractor utilization.
- Confirm necessary material certifications are received and in order before the materials are incorporated into the work.
- Prepare daily inspection reports, which will be available in the **Consultant's** Construction Inspector's field office for review by the **Sponsor** or the State.
- Maintain project diary and records in accordance with the MURK procedures and Federal Highway Administration (FHWA) standards.
- Take necessary field measurements and compute quantities of work and materials, which shall form the basis for certifying the Construction Contractor's requests for payment.
- Coordinate Subcontractor testing services to assure conformance with the requirements of the Construction Contract Documents for soil, concrete and material testing. Said testing shall be performed beyond what the Construction Contractor is required to

provide by the Construction Contract Documents.

- Conduct and document the preconstruction and monthly progress meetings between the Construction Contractor and the **Sponsor**.
- Review the proposed Subcontractors for approval in accordance with NYSDOT and LPM guidelines. Prepare documentation of these reviews for the project file.
- Ensure Construction Contractor's and Subcontractor's compliance with all Equal Employment Opportunity (EEO) requirements. This will include utilizing NYSDOT's EBO system as required by NYSDOT and LPM projects.
- Review and certify monthly payment requests submitted by the Construction Contractor.
- Prepare in a form approved by the **Sponsor** all construction change orders for the County's signature and provide justification for each. The **Consultant** shall make recommendations regarding approvals of change orders.
- Assist the **Sponsor's** Project Manager with keeping the public, affected property owners and key organizations apprised of road closure and construction activity.
- Maintain one set of record plans, marked up with all revisions found necessary. This set of record plans will be available in the **Consultant's** Construction Inspector's field office for review by the **Sponsor**, and said set shall be given to the **Sponsor** at the completion of the project.
- Participate in the final review of the completed project and perform an orderly "project close out" ensuring paperwork required by the Federal Government, State Government and the **Sponsor** is properly submitted; all of the Construction Contractor's invoices have been properly submitted to the **Sponsor**; and any other additional services required by the **Sponsor** to complete the project are accomplished.

9.03 Municipal Project Manager

The **Sponsor** shall assign a Project Manager to the project covered by this Agreement. This Project Manager shall be the **Sponsor's** official representative on the project and the **Consultant** shall report to, and be directly responsible to, said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** shall provide sufficiently trained personnel to adequately and competently perform the requirements of this Agreement. The **Consultant** will provide the **Sponsor** with resumes of proposed personnel for review. The **Consultant** will recommend inspectors to the **Sponsor** for approval prior to their assignment to the project.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** shall enforce the specifications and immediately notify the **Sponsor** of local conditions, errors on the plans, or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project. The **Consultant** shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or supplier, or any of the Contractor's work, nor shall the **Consultant** have the responsibility to supervise, direct, or control Contractor's work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the Contractor(s). The **Consultant** shall verbally notify the construction contractor when instances of non-compliance with the plans, specifications, contract items and conditions occur, followed in writing if the issue(s) isn't resolved immediately. The **Consultant** shall keep a record of non-compliant items and prepare follow-up correspondence to the construction contractor until these items are corrected or resolved.

B. Record Keeping & Payments to the Construction Contractor

The **Consultant** will compile and maintain records to document that the contract was administered in compliance with the contract provisions and specifications. Project documentation will follow an in-house record-keeping system, which makes use various NYSDOT Manual of Uniform Record Keeping (MURK) forms, where appropriate, along with other appropriate forms and necessary backup/support documentation. Records will be kept in accordance with MURK. The **Consultant** shall take measurements and collect other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the Construction Contract.

Record plans, engineering data, survey notes or other data provided by the **Sponsor** shall be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** shall bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State shall be signed by the P.E.

The **Consultant** shall submit the final estimate of the Construction Contract to the **Sponsor** within four (4) weeks after the date of acceptance of the work by the **Sponsor** and receipt of all information and backup required of the Construction Contractor. All project records shall be catalogued, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the Construction Contract. The **Consultant** will complete record plans and transmit to the Sponsor all project information, including electronic files. Record plans will be in both paper and electronic format.

C. Health & Safety/Work Zone Traffic Control

1) The **Consultant** shall ensure that all of the **Consultant's** construction inspection

staff assigned to the project are knowledgeable concerning the health and safety requirements of the Construction Contract per Federal, State and local laws, policy, procedures and specifications. Individual construction inspection staff members shall be fully informed and up to date regarding the necessary safety concerns for construction operations they are assigned to monitor, in order to protect their personal safety, and to ensure they are prepared to recognize and address potential Construction Contractor oversight or disregard of project safety requirements.

- 2) The **Consultant** shall monitor the Construction Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the Construction Contract. The Consultant shall also monitor the temporary signage along the approximately detour route for conformance with the Contract Documents.

D. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** shall assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications, and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](#)².

² <https://www.dot.ny.gov/dotapp/ebo>

Section 10 – Estimating & Technical Assumptions

10.01 Estimating & Technical Assumptions

- The **Consultant's** Resident Engineer will attend all on-site construction progress meetings.
- The contractor's operations will require only one full-time Resident Engineer to perform the on-site inspection of the project.
- Letting of the project by the City of Binghamton will occur in 2024.
- Notice to proceed will occur in the Spring of 2025.
- All construction will be completed within 35 weeks from Notice to Proceed.
- 1500 hours of full-time inspection will be required for the Resident Engineer to perform on-site inspection consisting of the following:
 - 20 weeks at 45 hrs./week = 900 hours
 - 15 weeks at 40 hrs./week = 600 hours
- The Consultant will provide 11"x17" red-lined record plans (pdf format) showing any changes from contract plans for the client's use.
- The **Consultant** shall be responsible for verifying, accepting and certifying that the construction contractor's invoices reflect Engineer-approved work. The **Sponsor** shall be responsible for paying the construction contractor's invoices.
- All field testing will be performed by an independent laboratory subcontracted by the **Consultant**. The **Consultant** will verify that the testing required by the contract documents is performed, review test results for compliance with the specifications and confirm that corrective action is taken, and retests performed for non-compliant items.
- If the contract duration extends beyond the assumed weeks and inspection staff hours identified above, MJ will develop a supplemental agreement for additional inspection services.
- All project communication will occur between MJ and the City of Binghamton, not with the Engineer of Record.
- All contractor submittals will be reviewed by the Engineer of Record and provided to the Resident Engineer.

MAIN STREET - CONSTRUCTION INSPECTION SERVICES

PIN 9754.37

CITY OF BINGHAMTON

EXHIBIT B

August 2024

FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR		\$85,124.00
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 165.00 %		\$140,454.60
3. SUBTOTAL OF ITEMS 1 & 2		\$225,578.60
4. FIXED FEE / PROFIT		\$24,813.65
5. DIRECT EXPENSES		\$2,903.00
6. SUBCONSULTANT COSTS		
7. SUBCONTRACT COSTS - (ESTIMATE)		\$67,435.00
Advance Testing - On- site Material Testing		\$67,435
8. OVERTIME PREMIUM		
9. TOTAL FEE ESTIMATE		\$320,730.25
10. TOTAL FEE FOR ALL SERVICES		\$320,731



MAIN STREET - CONSTRUCTION INSPECTION SERVICES

PIN 9754.37

CITY OF BINGHAMTON

EXHIBIT B

August 2024

McFARLAND-JOHNSON LABOR RATES

DIRECT TECHNICAL LABOR

<u>CLASSIFICATION</u>	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2024 MAX. RATE</u>
Division Director/Reg.Div.Director (DD)	\$90.98	\$94.62	\$100.00
Senior Project Manager (SPM)	\$81.66	\$84.93	\$88.90
Sr. Project Engineer (SPE)	\$64.44	\$67.02	\$71.62
Project Engineer (PE)	\$56.39	\$58.65	\$66.30
Senior Engineer (SE)	\$45.67	\$47.50	\$53.20
Assistant Engineer (AE)	\$38.59	\$40.13	\$43.50
Technician Supervisor (TS)	\$56.85	\$59.12	\$57.00
Senior Technician (ST)	\$39.41	\$40.99	\$44.50
Technician (T)	\$35.91	\$37.35	\$40.30
Assistant Technician (AT)	\$27.83	\$28.94	\$30.16
Junior Technician (JT)	\$27.04	\$28.12	\$27.04
Resident Engineer(RE)	\$50.00	\$52.00	\$63.82
Senior Inspector (SI)	\$46.48	\$48.34	\$58.00
Inspector (I)	\$31.22	\$32.47	\$31.22

Assume Notice to Proceed: 1/1/2025
 Design Project Duration (months): 11
 Assume Salary Escalation: 4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2024	1.000		
2025	1.040	100.0%	104.0%
2026	1.082		
		100.0%	104.0%

MAIN STREET - CONSTRUCTION INSPECTION SERVICES
PIN 9754.37
**CITY OF BINGHAMTON
EXHIBIT B**
August 2024
DIRECT COSTS

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
Travel Related Costs:		
Vehicle Cost Plus Fuel		\$603
Lodging and Meals		
Per Diem		
Reproduction		
CADD Plots		
Prints		
Photocopies		
Photo Costs		
Telephone/Fax:		
Postage/Delivery		
APPIA		\$2,300

\$2,903

\$2,903



MAIN STREET - CONSTRUCTION INSPECTION SERVICES
 PIN 9754.37
 CITY OF BINGHAMTON
 EXHIBIT B

August 2024

ESTIMATED HOURS

PHASE/TASK	DESCRIPTION	HOURS BY CLASSIFICATION												
		SPM	SPE	PE	SE	AE	TS	ST	AT	JT	RI	SI	I	SUM
		\$84.93	\$67.02	\$58.65	\$47.50	\$40.13	\$59.12	\$40.99	\$28.94	\$28.12	\$52.00	\$48.34	\$32.47	
1.07	Cost and Progress Reporting													12
1.11	Subcontractors													5
9	Project Start-up/Familiarization and Precon Mtg													41
9	Inspection									40				1508
9	Record Plans									8				10
9	Project Closeout									40				42
30	Total Hours - Construction Services										1588			1618
2548	Total Labor Cost - Construction Services										82576			85124

* Expedite *

RL Number: 24-209

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

Ron Lake (Name) Engineering (Title) 607-772-7007 (Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

An resolution to amend resolution R24-57

Executive Summary (Explain why legislation is necessary):

Amend Resolution R24-57 for professional services for the TPS project. Account to be used needs to be changed from H1440.525340.22824 (Engineering Design) to H8130.525030.52224 (Terminal Pump Station Project) for the EDR professional services contract

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: R24-57

Adoption Date: 7/10/24

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:

Design work is being done and contract is pending.

For Internal Use Only

Mayor:

Comptroller:

Corp. Counsel:



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: July 10, 2024

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

Introduced by Committee: Public Works and Parks

RESOLUTION

enitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH ENVIRONMENTAL
DESIGN & RESEARCH D.P.C. TO EVALUATE
EXISTING CONDITIONS AND FINAL DESIGN
FOR THE TERMINAL PUMPING SYSTEM

WHEREAS, the City of Binghamton wishes to enter into a Professional Services agreement with Environmental Design & Research D.P.C. for a preliminary evaluation and final design for the Terminal Pumping Station; and


WHEREAS, the estimated cost for such services is not to exceed \$539,100.00; and

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

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into a Professional Services agreement, approved as to form and content by the Office of Corporation Counsel, with Environmental Design & Research D.P.C. for a preliminary evaluation and final design for the Terminal Pumping Station, at a cost not to exceed \$539,100.00, and that funds shall be deducted from budget line H1440.525340.22824 (Engineering Design Projects) for this purpose.

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


Charles Robinson, Comptroller

Introductory No. R24-57

Permanent No. R24-57

Sponsored by City Council Members: Dundon, Porter, Kosy, Hotchkiss

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL DESIGN & RESEARCH D.P.C. TO EVALUATE EXISTING CONDITIONS AND FINAL DESIGN FOR THE TERMINAL PUMPING SYSTEM

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

Date 7/10/24

City Clerk

Date Presented to Mayor 7/11/24

Date Approved 7/11/24

Mayor [Signature]

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

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 7/10/24. Approved by the Mayor on 7/12/24.



RL Number: 24-215

Date Submitted: _____

Legislative Branch

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

INTERNAL REQUEST FOR LEGISLATION

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Applicant Presenting RL at Work Session

Chuck Robinson
(Name)

Comptroller
(Title)

607-772-7011
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

An resolution to rescind resolution O23-108 for the Binghamton Johnson City Sewage Board

Executive Summary (Explain why legislation is necessary):

Rescind RL O23-108. TPS Project has a Bond ordinance and the city is the Lead agency, Owners are paying for this project.

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number: O23-108

Adoption Date: 7/26/23

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

For Internal Use Only

Mayor: _____

Comptroller: _____

Corp. Counsel: _____



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: July 26, 2023

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2023
BINGHAMTON-JOHNSON CITY JOINT
SEWAGE TREATMENT FACILITIES BUDGET
FOR THE TPS PROJECT

WHEREAS, the City of Binghamton (the "City") is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Facilities (the "BJCJSTF") with the Village of Johnson City (the "Village"); and

WHEREAS, the BJCJSTF is operated and maintained by the Binghamton-Johnson City Joint Sewage Board (the "JSB") under a series of inter-municipal agreements between the City and the Village; and

WHEREAS, the Council of the City and the Board of Trustees of the Village approve the BJCJSTF budget; and

WHEREAS, the JSB has requested an amendment to the 2023 BJCJSTF budget to create and fund the TPS Project.

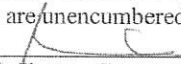
NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That Council approves and directs the Comptroller/JSB Fiscal Officer to amend and make journal budget entries in the 2023 BJCJSTF budget to create and fund the TPS Project as follows:

- (i) \$4,194,000 increase revenue budget line ES.49999 (Fund Balance)
- (ii) \$4,194,000 increase expense budget line ES8130.XXXXXX (TPS Project)

Section 2. That this Ordinance shall be effective when also approved by sufficient members of the Board of Trustees of the Village.

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



Chuck Shager, Comptroller/JSB Fiscal Officer

Introductory No. 023-110

Permanent No. 023-108

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

**AN ORDINANCE TO AMEND THE 2023
BINGHAMTON-JOHNSON CITY JOINT SEWAGE
TREATMENT FACILITIES BUDGET FOR THE
TPS PROJECT**

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

Date 7/26/23

City Clerk *Gina Faulkner*

Date Presented to Mayor 7/27/23

Date Approved 7/27/23

Mayor *J. M. W.*

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

Code of the City of Binghamton

Adopted Defeated

4 Ayes 0 Nays 0 Abstain 3 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 7/26/23. Approved by the Mayor on 7/27/23. *(Signature)*



RL Number: 24-199

Date Submitted: _____

Legislative Branch

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

INTERNAL REQUEST FOR LEGISLATION

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Applicant Presenting RL at Work Session

Joshua Paludi
(Name)

Acting Commissioner/ Public Works
(Title)

607-772-7021
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

A resolution to amend the 2024 DPW budget for overtime, general operating supplies and tires

Executive Summary (Explain why legislation is necessary):

This transfer will provide additional funding of materials for up keep of central garage. Additional funding of the tire budget for city vehicles, and additional funding of DPW overtime.

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

For Internal Use Only

Mayor:

Comptroller:

Corp. Counsel:



CITY OF BINGHAMTON

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: DPW
 Department Head Signature:

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

Revenue & Fund Balance Amendments			
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line Title
\$ 10,600.00	Decrease	Expense	A5110.54410
\$ 6,500.00	Increase	Expense	A5110.51900
\$ 10,000.00	Increase	Expense	A1640.54102
\$ 10,000.00	Increase	Expense	A1640.54111
\$ 25,000.00	Increase	Expense	A8160.51900
\$ 40,900.00	Decrease	Revenue	A.49999

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: _____



RL Number: 24-202

Date Submitted: _____

Legislative Branch

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

INTERNAL REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

CHUCK ROBINSON
(Name)

COMPROLLER
(Title)

607-772-7011
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

AMEND 2024 CAPITAL FUND BUDGET TO CLOSE OLD CAPITAL PROJECTS AND FUND THE CAPITAL DPW EQP LINE

Executive Summary (Explain why legislation is necessary):

AMEND 2024 CAPITAL FUND BUDGET TO CLOSE OLD CAPITAL PROJECTS AND FUND THE CAPITAL DPW EQUIPMENT LINE TO ASSIST IN PURCHASING A HOT BOX TRAILER IN LIEU OF BORROWING

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

For Internal Use Only

Mayor: _____

Comptroller: _____

Corp. Counsel: _____



CITY OF BINGHAMTON Request for Transfer of Funds

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

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

Adopted Budget Year Amended: 2024 _____ **Department:** FINANCE _____

_____ **Department Head Signature:** _____

Transfers			
Amount	Transfer From (Decrease) Budget Line	Budget Line Title	Transfer To (Increase) Budget Line
\$ 238.81	H1640.525110	COMPACTOR & STRUCTURE AT DPW	H1490.510009 DPW EQUIPMENT
\$ 250.00	H1640.525327	DPW-AIR COMPRESSOR	
\$ 445.95	H1410.550001	EQUIPMENT/REPAIR (AUCTION)	
\$ 348.89	H6510.550014	VETERANS SERVICE	
\$ 637.07	H8730.550019	COMMUNITY FORESTRY	
\$ 5,246.30	H5120.550012	S WASH BRIDGE IMPR	
\$ 7,167.02			\$ 7,167.02

Revenue & Fund Balance Amendments	
Amount	Revenue/Expense / Fund Balance

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: 10/7/24

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 ___ / _____ Certified by the Secretary of the Board of Estimate and Appointment.
 _____ Signature: _____ Date: _____

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



RL Number: 24-185

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

Juliet Berling
(Name)

Director Planning Housing Com De
(Title)

607 772 7028

(Phone number)

Additional Presenters:

Charles Robinson

To Be Completed By Applicant

Proposed Title:

Revise 024-24 AMENDING 2024 BUDGET TO FUND HOUSING & COMMUNITY DEVELOPMENT SPECIALIST POSITION

Executive Summary (Explain why legislation is necessary):

Ordinance 024-24 needs to be revised to correct the amount of increase and the budget line to be increased, and to remove the transfer request. Amount to be increased is \$42,952.90 to corrected budget line A42801 Interfund Revenue.

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: 024-24

Adoption Date: 3/27/24

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:

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: Planning Housing & Community Development (PHCD)

Department Head Signature: _____

Transfers			
Amount	Transfer From (Decrease) Budget Line	Budget Line Title	Transfer To (Increase) Budget Line
			Personal Services
\$			\$ 42,952.90

Revenue & Fund Balance Amendments			
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line Title
\$ 25,842.60	Increase	Revenue	PERSONAL SERVICES
\$ 3,101.18	Increase	Revenue	STATE RETIREMENT
\$ 1,976.96	Increase	Revenue	SOCIAL SECURITY
\$ 11,844.80	Increase	Revenue	HEALTH INSURANCE
\$ 187.36	Increase	Revenue	UNEMPLOYMENT INSURANCE
\$ 42,952.90	Increase	Revenue	INTERFUND REVENUES

Office Use Only for Transfers Under \$10,000

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

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

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

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

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____



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

Date: March 27, 2024

Sponsored by Council Members: Porter, Middleton, Cavanaugh, Hotchkiss, Mativetsky

Introduced by Committee: Employees

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2024 HUD
ADMINISTRATION AND HOUSING BUDGET
TO ADD CDBG FUNDED HOUSING AND
COMMUNITY DEVELOPMENT SPECIALIST
POSITION**

WHEREAS, the Director of Planning and Housing and the Comptroller find it proper and necessary to amend the 2024 HUD Administration and Housing budget to add a CDBG funded Housing and Community Development Specialist position; and

WHEREAS, the "Housing and Community Development Specialist" position was approved by Civil Service on July 19, 2023; and

WHEREAS, such budget amendment was approved by the Board of Estimate and Apportionment on March 27, 2024.

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

Section 1. That the Comptroller and Acting Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2024 Department of HUD Administration and Housing budget to fund the Housing and Community Development Specialist position as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$17,135 CD8686.533528.CDY47 (ADMIN)	\$48,000 A8686.51000 (SALARY)
\$22,755 CD8686.533528.CDY48 (ADMIN)	\$5,760 A9010.58000A (RETIREMENT)
\$39,890 CD8686.533528.CDY50 (ADMIN)	\$3,672 A9030.58000B (SOC SEC SVS)
	\$22,000 A9060.58000C (HEALTH INS)
	\$348 A9040.58000D (WORK COMP)

\$79,780

\$79,780

Section 2. That this Ordinance shall take effect immediately.

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



Chuck Shager, Comptroller

Introductory No. Q24-24

Permanent No. 024-24

Sponsored by City Council Members: Porter,
Middleton, Cavanaugh, Hotchkiss, Mativetsky

AN ORDINANCE TO AMEND THE 2024 HUD
ADMINISTRATION AND HOUSING BUDGET TO
ADD CDBG FUNDED HOUSING AND
COMMUNITY DEVELOPMENT SPECIALIST
POSITION

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

3/27/24
Date

[Signature]
City Clerk

3/28/24
Date Presented to Mayor

4/4/24
Date Approved

[Signature]
Mayor

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

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 3/27/24. Approved
by the Mayor on _____.



RL Number: 24-210

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

Juliet Berling
(Name)

Dir Planning Housing & Com Dev
(Title)

607 772-7028
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

An Ordinance to amend the 2024 PHCD Office budget to adjust for responsibility adjustments

Executive Summary (Explain why legislation is necessary):

Adjust 2024 PHCD Office budget to adjust for responsibility adjustments as follows:
Housing & Community Development Specialist: \$2,791 for 10 weeks 10/21-12/27

Effective Date (if applicable): 10/21/24

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:

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

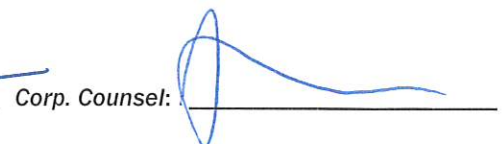
Please explain why expedition is necessary:

Start date for adjustment is October 21,2024.

Mayor: 

For Internal Use Only

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: PHCD
 Department Head Signature: *Julius Berling*

Transfers				
Amount	Transfer From (Decrease)		Transfer To (Increase)	
	Budget Line	Budget Line Title	Amount	Budget Line Title
\$ 2,791.67	A8684.5100	PRS SVC (Program Assistant)	\$2,791.67	PRS SVCS (Housing & Com Dev Specialis
\$ 2,791.67			\$ 2,791.67	

Revenue & Fund Balance Amendments	
Amount	Revenue/Expense / Fund Balance

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: _____



RL Number: 24-216

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 ACCEPTANCE OF AN IN-KIND DONATION FROM GREENLIGHT NETWORKS

Executive Summary (Explain why legislation is necessary):

The City of Binghamton would like to accept a donation of in-kind services not to exceed a value of \$5,000 from Greenlight Networks to support the 2024 Annual Tree Lighting Ceremony. In-kind services include lights for the tree including installation, maintenance, and teardown (\$1,026) and advertising (amount TBD).

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

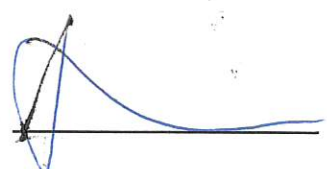
Please explain why expedition is necessary:

Expedition would allow Greenlight Networks to process payment for the lights so installation can be scheduled and proceed with booking advertising spots and ordering signage with enough lead time to be completed before the event.

Mayor: 

For Internal Use Only

Comptroller: 

Corp. Counsel: 



RL Number: 24-205

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

Lawrence M. Harris
(Name)

Treasurer
(Title)

(607) 772-7039
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

Checks Returned/Insufficient Funds Title Change

Executive Summary (Explain why legislation is necessary):

Recommending a change in the title from Section 5-29, F - Checks Returned, Insufficient Funds to Returned Item/Payment. This provides a broader title to include all Returned Items/Payments, not just checks. The Charter and Fee Schedule will need to be updated.

Effective Date (if applicable):

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

RL related to a grant: RL Grant Worksheet **must** be attached.

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

For Internal Use Only

Mayor:

Comptroller:

Corp. Counsel:

§ 5-26. Records Advisory Board. [Added 2-6-1995 by Ord. No. 95-8; Amended 1-6-10 by Ord. No. 4-2010]

There is hereby established a Records Advisory Board consisting of the Mayor or a designee, a member of City Council appointed by the Council President, the Comptroller or a designee, the Corporation Counsel or a designee, and the RMO. The function of the Advisory Board will be to provide advice and assistance to the RMO on the development of the City's records program, and to review the performance and where necessary propose changes and improvements to the program. The Advisory Board will meet as requested by the RMO or any member of the Advisory Board.

§ 5-27. Definitions. [Added 2-6-1995 by Ord. No. 95-8]

For the purpose of §§ 5-25 through 5-28, the following words and terms shall have the meaning ascribed thereto:

ARCHIVE -- Those records designated for permanent retention in the state records retention schedule, all records dating from 1910 or earlier, and those records designated as archival by the records management officer on the advice of the Records Advisory Board.

RECORD -- Any documents, books, papers, photographs, sound recordings, microfilm or any other materials, regardless of physical form or characteristics, made or received during the course of official City business.

RECORDS DISPOSITION -- The removal by the City, in accordance with the state records retention schedule, of records no longer necessary for the regular course of local government business. Removal methods may include the disposal of temporary records by destruction or donation or the transfer of records from one City agency to any other City agency.

RECORDS MANAGEMENT -- The planning, controlling, directing, organizing, training, promotion, and other managerial activities involved in records maintenance, use and disposition, including records preservation and disposal, records center or other storage facilities.

§ 5-28. Disposal of records. [Added 2-6-1995 by Ord. No. 95-8]

No records of the City of Binghamton shall be destroyed or otherwise disposed of by any department of the City without the express written approval of the records management officer. Destruction of confidential records must be approved by the Advisory Board before any destruction takes place.

§ 5-29. Fees for preparation of documents by City Treasurer. [Added 3-7-1983 by Ord. No. 29-83; amended 1-19-1988 by Ord. No. 6-88]

A schedule of fees as set from time to time (See Exhibit J) by resolution of City Council for the following is hereby established for the duplication of documents by the office of the City Treasurer:

- A. Tax certificate.
- B. Duplicate tax bills.
- C. Tax payment searches, per parcel.
- D. Delinquent tax advertising.
- E. Tax sale certificates.
- F. Checks returned, insufficient funds.

§ 5-30. Official newspaper designated. [Added 4-4-1983 by Ord. No. 46-83; amended 9-16-1985 by Ord. No. 111-85]

- A. Pursuant to and in accordance with the provisions of § 43 of the Second Class Cities Law, as amended by Local Law 4-71EN entitled, "A Local Law Amending Section 43 of the Second Class Cities Law Entitled 'Designation of Official Papers, Official Printing,' in Its Application to the City of Binghamton," the Council of the City of Binghamton hereby determines to designate but one official newspaper and designates The Press & Sun-Bulletin (a daily newspaper published in the County of Broome, and having general circulation in the City of Binghamton, and owned and published by the Binghamton Press Co., Inc., Vestal Parkway East, Binghamton, New York 13903), as the official

2024 Proposed City of Binghamton Fee Schedule

Department	Type	Description	Adopted Fee (2023)	unit	Proposed Fee (2024)	unit	Incl/ (Excl) Amount
Police	Parking Tickets						
Police	Article 4 - Meter Fines		\$40/\$20/\$55	fine/2 days/20 days	\$40/\$20/\$55	fine/2 days/20 days	
Police	Article 3A - Timed zones/Alt Side		\$55/\$30/\$70	fine/2 days/20 days	\$55/\$30/\$70	fine/2 days/20 days	
Police	Article 3 - Various sections		\$70/\$45/\$75	fine/2 days/20 days	\$70/\$45/\$75	fine/2 days/20 days	
Police	Article 4 - Sec 22.3 Handicapped Parking		\$185/\$125/\$205	fine/2 days/20 days	\$185/\$125/\$205	fine/2 days/20 days	
Police	Administrative Traffic Hearing No-show Fee		30.00		30.00		
Police	Avoidable Alarms		\$0/\$25/\$50	1-2/3/4+	\$0/\$25/\$50	1-2/3/4+	
Police	Police Reports		0.25	per page	0.25	per page	
Police	Police Reports on CD						
Police	Civil Fingerprints		25.00		25.00		
Police	Civil/Criminal Records Check		25.00		25.00		
Police	Boat Fees (base charge)		25.00		25.00		
Police	Boat Fees (per day after 3rd day if not redeemed)		25.00		25.00		
Police	Civilian Gun Class		250.00	per person	250.00	per person	
Police	Partridge Meter Fees		0.50	per 1/2 hour	0.50	per 1/2 hour	
Police	Handicapped Parking Meter Fees		0.25	per 1/2 hour	0.25	per 1/2 hour	
Police	Operating Permit						
Police	Foil Fees		0.25	per page	0.25	per page	
Fire	Ambulance Charges		900.00	Adv Life 1	900.00	Adv Life 1	
Fire	Ambulance Charges		1,100.00	Adv Life 2	1,100.00	Adv Life 2	
Fire	Ambulance Charges		700.00	Bis	700.00	Bis	
Fire	AUS Ambulance		20.00	per mile of transport of patient	20.00	per mile of transport of patient	
Fire	AUS Ambulance		250.00	per hour	250.00	per hour	
Fire	AE coverage (One EMS Provider with BLS Equipment & AED)		75.00	per hour	75.00	per hour	
Fire	EMS gator (Two EMS Provider with BLS Equipment & AED)		125.00	per hour	125.00	per hour	
Fire	EMS Special Event						
Fire	EMS Special Event						
Fire	EMS Command (Paramedic Level Department Officer to Supervise EMS Coverage for Part 18 Events)		75.00	per hour	75.00	per hour	
Civil Service	Exam Fee - Decentralized OC & Promotional		10.00		10.00		
Civil Service	Exam Fee - Centralized OC & Promotional		12.50		12.50		
Civil Service	Exam Fee - Police & Fire OC		25.00		25.00		
Civil Service	Exam Fee - Police & Fire Promotional		17.50		17.50		
Corporation Counsel	Notary Fee		2.00	per document	2.00	per document	
Finance	Comptroller's Fees (roll to tax fee)		100.00	per parcel/per item	100.00	per parcel/per item	
Treasurer's	Returned Check Fee		20.00		20.00		
Engineering	Plans & Specs		50.00		50.00		
Engineering	Overnight Fees for Engineering Inspections		75.00	per hour	75.00	per hour	
Engineering	Penalties for Late Project Completion		500.00	per day	500.00	per day	
Engineering	Printing Fees for Special Requests		4.00	per sheet	4.00	per sheet	
Engineering	Standard Sheet (up to 22" x 34")		8.00	per sheet	8.00	per sheet	
Engineering	Oversized Sheet (larger than 22" x 34")		8.00	per sheet	8.00	per sheet	
Engineering	Street Work Permit		80.00		80.00		
Engineering	Work within ROW not involving excavation		80.00		80.00		
Engineering	Work within ROW involving utility pole relocation		80.00		80.00		
Engineering	Work within ROW not involving excavations not exceeding 18" in depth and not in pavement		60.00		60.00		
Engineering	Work within ROW not involving excavations not in pavement and exceeding 18" in depth		160.00		160.00		
Engineering	Work within ROW involving excavations less than 18 square feet in pavement		375.00		375.00		
Engineering	Work within ROW involving excavations exceeding 18 square feet in pavement		775.00		775.00		
Engineering	Curb & Sidewalk Assistance Program		60.00		60.00		
Engineering	Signs		80.00		80.00		



Legislative Branch

RL Number:	<u>24-203</u>
Date Submitted:	_____

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

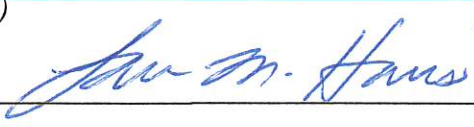
REQUEST FOR LEGISLATION

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

Applicant Presenting RL at Work Session

Lawrence M. Harris Treasurer (607) 772-7039

 (Print Name) (Title) (Phone number)

Signature:  Date: 10/08/2024

To Be Completed By Applicant

Proposed Title: 2024 Parking Ticket Amnesty

Executive Summary (Explain why legislation is necessary):

Proposing a Parking Ticket Fine Amnesty period from 11/15/2024 to 12/31/2024. During that time period parking tickets issued between 11/1/2020 through 9/30/2024 can be paid at the original fine amount as satisfaction of the violation. This has been conducted by the City every 4-5 years and was last done in 2020. Program is conducted by FBS Connect Smart Parking and costs are included under our existing contract. Effective Date: (if applicable) 11/15/2024

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

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

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

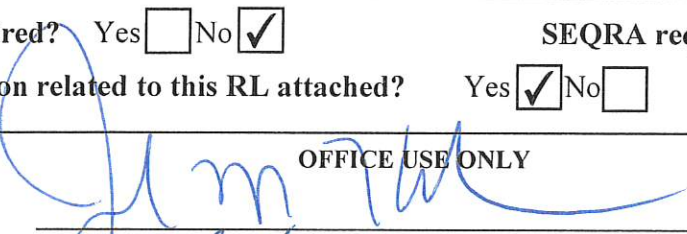

Contract: Person/Company _____ Start/End Date _____

Total Cost N/A Funds available in Budget Line _____ Title _____

Public Hearing required? Yes No

SEQRA required? Yes No

Additional information related to this RL attached? Yes No

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

Fundamental Business Service, Inc.

14 Front Street, Suite 107, Hempstead, NY 11550
Toll-Free 800-272-1635 • Local 516-486-3120 • Fax 516-486-2561
www.FBSPark.com



To: Lawrence M. Harris, City Treasurer
From: Dennis Farrell
Re: Parking Violations Amnesty Program
Date: Tuesday October 8, 2024

Notice: Confirm Parking Violations Amnesty Program Scope

- 1) Violations to be included Issuance date 11/01/2020 through September 30, 2024
- 2) Amnesty period November 15, 2024 through December 31, 2024
- 3) At the City's discretion amnesty period may be extended
- 4) Amnesty offer to pay original fine as satisfaction of violation
- 5) Mailing
 - a. First amnesty notice sent on or before October 30, 2024
 - b. Follow up (second notice) to be sent at approximately midway point of program
 - c. Both mailings will contain #9 BRE
 - d. Both mailings will contain QR code for easy access to online payment

Estimated Portfolio (Amnesty Population Fine Amount)

Total Tickets	Total Plates	Gross \$	Amnesty \$
3,477	1,775	\$250,435.00	\$195,405.00

Fees:

No additional cost from FBS-, the usual contractual fee will be the City's only cost

Binghamton Sample Amnesty Original Fine

This is to advise that the records of the City of Binghamton indicate the following overdue and outstanding parking summons (es) issued to you on or after October 31, 2020. **During the Amnesty Period from December 1, 2020 through December 31, 2020, the City is offering you an opportunity to pay the original fine.**

If you have already pled not-guilty to parking summons (es) and are awaiting a hearing date, you may change your plea(s) to guilty and take advantage of this offer. If you choose not to participate, do nothing and wait for a hearing date to be scheduled.

For your convenience go to www.parkingticketassist.com/binghamton to pay online.

To pay by mail, make your check or money order payable to the City of Binghamton. For your convenience, a return envelope is enclosed.

In the event you do not comply in a timely manner all appropriate enforcement and collection procedures will be implemented by the city which may include:

- Vehicle Impound
- Vehicle Towed
- Registration Bar
- Default Judgment

Thank you for your immediate attention. For additional information please call 1-800-272-1635

Postage
Required
Post Office will
not deliver
without proper
postage.



TREASURER'S OFFICE
CITY OF BINGHAMTON
38 HAWLEY STREET, 2ND FLOOR
BINGHAMTON, NY 13901-3782



Produced by DAZfile 2012, Version 12.2.02
(c) 1993-2012, DYMCO Endicia, www.Endicia.com
Unknown, Serial #

Artwork for Endicia, Business, #9, 3.718 x 8.718 in (3.875" x 8.875")
Layout: CITY OF BINGHAMTON -TREASURER #9.LYT
November 17, 2020

IMb decodes as 00-703-901752847-000000-13901-3782-99 11-17-2020 L Engman MDA



Legislative Branch

RL Number:
20-223
Date Submitted:
11/16/2020

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jared M. Kraham
 Title/Department: Office of the Mayor
 Contact Information: (607) 772-7001

RL Information

Proposed Title: AN ORDINANCE TO PROVIDE A ONE-TIME AMNESTY PROGRAM TO ASSIST IN THE COLLECTION OF PARKING TICKET FINES PRIOR TO NOVEMBER 25, 2020
 Suggested Content: Effective December 1, 2020

Additional Information

Does this RL concern grant funding? Yes No
 If 'Yes', is the required RL Grant Worksheet attached? Yes No
 Is additional information related to the RL attached? Yes No
 Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

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



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: November 18, 2020

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

Introduced by Committee: Special Studies/ Rules & Procedures

ORDINANCE

entitled

AN ORDINANCE TO PROVIDE A ONE-TIME
AMNESTY PROGRAM TO ASSIST IN THE
COLLECTION OF PARKING TICKET FINES
PRIOR TO NOVEMBER 25, 2020

WHEREAS, there are significant uncollected parking fines due to the City of Binghamton anticipated through November 24, 2020; and

WHEREAS, the City desires to provide for a one-time amnesty program to assist in collection of these fines.

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

Section 1. The Code of the City of Binghamton, Vehicles and Traffic, Article VII, Stopping, Standing and Parking § 4-00-89. *Penalties for violations of article*, is hereby amended to add paragraph D as follows:

D. For the period from November 30, 2020, through December 31, 2020, the City of Binghamton offers an amnesty program for parking tickets issued prior to November 25, 2020. The total cost of any ticket, including any penalties and late fees, may be paid at the Original Fine rate (also to include any mandatory New York State surcharges). All payments must be made payable to the City of Binghamton and delivered to the Treasurer's Office, City Hall, 38 Hawley Street, Binghamton, NY 13901 on or before December 31, 2020. This paragraph will automatically expire on January 1, 2021, and will be of no further force or effect.

Section 2. That this ordinance shall take effect immediately.

Introductory No. 020-100
 Permanent No. 020-98

Sponsored by City Council Members:
 Searingt, Rescinti, Riley, Friedman, Burns, Strawn,
 Scanlon

AN ORDINANCE TO PROVIDE A ONE-TIME
 AMNESTY PROGRAM TO ASSIST IN THE
 COLLECTION OF PARKING TICKET FINES
 PRIOR TO NOVEMBER 25, 2020

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

Date 11/18/2020

Stephen G. Ferguson
 City Clerk

Date Presented to Mayor 11/19/2020

Date Approved 11/19/2020

Mayor *William D. Bell*

	Ayes	Nays	Abstain	Absent
Councilman Searingt	✓			
Councilwoman Rescinti	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scanlon	✓			
Total	7	0	0	0

Code of the City of Birmingham

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 Birmingham at a meeting held on 11/18/2020. Approved by the Mayor on 11/19/2020.

William D. Bell



RL Number: 24-192

Date Submitted: _____

Legislative Branch

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

INTERNAL REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

CHUCK ROBINSON

COMPTROLLER

607-772-7011

(Name)

(Title)

(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

Amend the 2024 General Fund budget for electricity costs

Executive Summary (Explain why legislation is necessary):

Amend the 2024 general fund budget to reallocate electric costs among departments due to 22 Charles Street now being paid by BLDC.

Effective Date (if applicable):

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

RL related to a grant: RL Grant Worksheet **must** be attached.

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

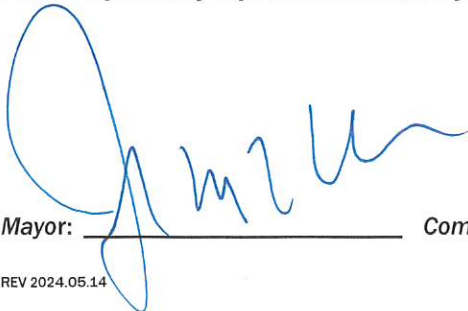
Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional Information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:



For Internal Use Only

Mayor: _____

Comptroller: 

Corp. Counsel: 



CITY OF BINGHAMTON

Request for Transfer of Funds

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

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

Adopted Budget Year Amended: 2024

Department: FINANCE

Department Head Signature: _____

Transfer From (Decrease)		Transfer To (Increase)	
Amount	Budget Line Title	Amount	Budget Line Title
\$ 18,978.44	A8410.54202 ELECTRICITY	\$ 5,000.00	A1640.54202 ELECTRICITY
		\$ 1,500.00	A1210.54202 ELECTRICITY
		\$ 12,478.44	A1620.54202 ELECTRICITY
\$ 18,978.44		\$ 18,978.44	

Revenue & Fund Balance Amendments	
Amount	Revenue/Expense / Fund Balance

Office Use Only for Transfers Under \$10,000

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

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

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

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

Signature: _____ Date: 9/17/24

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____



RL Number: 24-206

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

Jared Kraham
(Name)

Mayor
(Title)

607-772-7001
(Phone number)

Additional Presenters:

Megan Heiman, Deputy Mayor

To Be Completed By Applicant

Proposed Title:

an Ordinance adopting the tax budget for the year 2025

Executive Summary (Explain why legislation is necessary):

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable


SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

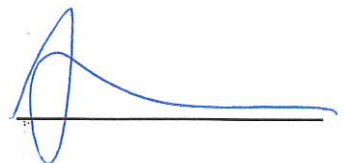
Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

For Internal Use Only

Mayor: 

Comptroller: 

Corp. Counsel: 



Legislative Branch

RL Number: 24-211
Date Submitted: _____

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

Sophie Bergman, Esq. Corp Counsel (607) 772 - 7013
 (Print Name) (Title) (Phone number)

(Additional Presenters)

Proposed Title:

To Be Completed By Applicant

Amend permanent resolution R24-18 so that any reference to a transfer of ownership in fee simple is amended to ground lease as required by HUD

Executive Summary (Explain why legislation is necessary):

To close on this project HUD is requiring an amendment to R24-18 to change any and all reference to transfer in fee simple to ground lease

Effective Date: (if applicable) 10/23/2024

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

RL related to a grant: RL Grant Worksheet **must** be attached.

RL related to previously adopted legislation: Perm. number R24-18, adoption date 03/13/2024

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:

So that the closing between BHA and HDFC can proceed.

[Handwritten signatures in blue ink]

NOTES

- No changes other than the conveyance being a lease rather than a fee interest.
 - HUD required change to lease structure as it gives the BHA greater authority/control because it continues to hold the title to the property.
 - Original resolution contemplated a conveyance, with one reference to fee interest in a whereas clause. Lease is a conveyance but is not a fee interest.
 - HUD is requesting the change to the PILOT resolution to clarify that the conveyance is a lease rather than a fee interest.
-

RESOLUTION NUMBER _____

A RESOLUTION OF THE COMMON CITY COUNCIL OF THE CITY OF BINGHAMTON APPROVING THE CONVEYANCE OF THE GROUND LEASE OF THE SARATOGA HEIGHTS PROJECT BY THE BINGHAMTON HOUSING AUTHORITY TO BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC., AS NOMINEE FOR BINGHAMTON SARATOGA I LIMITED PARTNERSHIP AS DESCRIBED IN THE AGREEMENT FOR PAYMENT IN LIEU OF TAXES DATED APRIL 11, 2024 BY AND AMONG THE CITY OF BINGHAMTON, BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC. AND BINGHAMTON SARATOGA I LIMITED PARTNERSHIP

By: _____

Date: _____, 2024

WHEREAS, pursuant to that certain Resolution R24-18 (the “Original PILOT Resolution”), adopted by the Common City Council of the City of Binghamton (the “City”) on March 13, 2024, Binghamton Saratoga I Housing Development Fund Company, Inc. (the “HDFC”) and Binghamton Saratoga I Limited Partnership, a New York limited partnership (the “Partnership”) entered into an Agreement for Payment In Lieu of Taxes dated April 11, 2024 (the “PILOT Agreement”) with respect to land located at 35 Felters Road in the City of Binghamton, Broome County, State of New York (the “Land”); and

WHEREAS, the Original PILOT Resolution contemplated that Binghamton Housing Authority (“BHA”) would convey a fee interest in the Land to the HDFC, as nominee for the Partnership; and

WHEREAS, subsequent to the adoption of the Original PILOT Resolution, BHA, the Partnership and the HDFC determined that the Land would be conveyed to the HDFC and the Partnership via a long-term ground lease, rather than a deed conveyance of the fee interest, and reflected the ground lease structure in the PILOT Agreement; and

WHEREAS, the City desires to amend the Original PILOT Resolution to replace any and all references therein to BHA conveying a fee interest in the Land to the HDFC, as nominee for the Partnership, with references to BHA conveying a long-term leasehold interest in and to the Land to the HDFC, as the bare legal leasehold owner and the Partnership, as the beneficial leasehold owner.

NOW THEREFORE, BE IT RESOLVED that the City Council, in accordance with Section 58-b of the Public Housing Law of New York State, hereby approves the conveyance by ground lease from BHA to the Land to the HDFC, as the bare legal leasehold owner and the Partnership, as the beneficial leasehold owner as reflected in the PILOT Agreement; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Duly adopted by the City Council
on the ____ day of _____, 2024.

Approved: _____
Veto: _____
Not Endorsed: _____

Legal Counsel Approval

RL 24-32

Introductory No. R24-18

Permanent No. R24-18



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

Date: March 13, 2024

Sponsored by Council Members: Porter, Mativetsky, Strawn, Dundon, Cavanaugh

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION OF THE COMMON CITY COUNCIL OF THE CITY OF BINGHAMTON APPROVING THE CONVEYANCE OF THE SARATOGA HEIGHTS PROJECT BY THE BINGHAMTON HOUSING AUTHORITY TO BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC., AS NOMINEE FOR BINGHAMTON SARATOGA I LIMITED PARTNERSHIP AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF BINGHAMTON, BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC. AND BINGHAMTON SARATOGA I LIMITED PARTNERSHIP

WHEREAS, the Binghamton Housing Authority (the "Authority") is the owner of certain real property located at 35 Felters Road, City of Binghamton, County of Broome, State of New York tax parcel ID # 161.40-1-16 (the "Property"); and

WHEREAS, the Property is presently improved by approximately one hundred (100) residential rental units for low and very-low income persons and families situated in eleven (11) apartment buildings, a community/maintenance building and other ancillary improvements on the Property commonly known as Saratoga Heights (the "Project"); and

WHEREAS, the physical condition of the Project has become dilapidated and deteriorated over time, yet the Authority does not have sufficient resources available to remedy such dilapidation and deterioration; and

WHEREAS, the Authority desires to redevelop and rehabilitate the Project, in order to provide the current residents of the Projects and others with improved, safe, decent and affordable housing; and

WHEREAS, the infusion of private enterprise and private capital are essential components to such redevelopment and the continued success and long-term viability of the Project; and

WHEREAS, the Authority has indicated that the conveyance of the Project by the Authority to the Binghamton Saratoga I Housing Development Fund Company, Inc. (the "HDFC"), a to-be-formed New York not-for-profit corporation which will be organized pursuant to Article XI of the New York Private Housing Finance Law, as nominee for the Binghamton Saratoga I Limited Partnership (the "Partnership"), a New York limited partnership formed as of February 21, 2024, is necessary in order for the Project to obtain the benefits of Federal low-income housing tax credits and to otherwise accomplish the redevelopment of the Project; and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the HDFC will acquire fee title to the Property, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Property to the Partnership in furtherance of the development of the Project; and

WHEREAS, the Partnership will redevelop, rehabilitate, beneficially own, maintain and operate the Project as an approximately one hundred (100) unit housing project for persons of low income at the Property; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby the Partnership will make annual payments in lieu of taxes to the City of Binghamton (the "City") as set forth in the PILOT Agreement presented to this Common Council for approval; and

WHEREAS, in accordance with the terms and provisions of Section 58-b of the Public Housing Law of New York State, a sale or lease by a housing authority of all or a portion of a project in order to obtain the benefits of any Federal program of assistance for low-income housing is subject to the approval of the local legislative body; and

WHEREAS, the City desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

WHEREAS, in order to facilitate the contemplated redevelopment and rehabilitation of the Project, the City desires to confirm its approval of: (i) the Authority's conveyance of the Project to the HDFC, as nominee for the Partnership, and (ii) the provision of a real property tax exemption for the Project pursuant to Section 577 of the PHFL and the execution of a PILOT Agreement establishing annual payments to be made by the Partnership in lieu of such taxes.

NOW THEREFORE, BE IT RESOLVED that, in accordance with Section 58-b of the Public Housing Law of New York State, the City Council hereby approves the conveyance of the Project by the Authority to the HDFC, as nominee for the Partnership; and

FURTHER RESOLVED, that the City Council hereby exempts the Property and the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement between the City, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

FURTHER RESOLVED, that the Mayor of the City is hereby authorized and directed to take any and all actions and execute and deliver any and all documents or instruments that may be necessary or desirable to carry out the intent of the foregoing resolutions, including, without limitation, the foregoing PILOT Agreement; and

FURTHER RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

The undersigned, being the duly elected Clerk of the City of Binghamton (the "City"), hereby certifies that the attached is a true, correct and complete copy of certain resolutions unanimously adopted by the Common Council Members of the City on _____, 2024, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

Name:

Title: City of Binghamton Clerk

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE CITY OF BINGHAMTON,
BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC.
AND BINGHAMTON SARATOGA I LIMITED PARTNERSHIP**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated _____, 2024, by and among the CITY OF BINGHAMTON, NEW YORK, a New York incorporated municipality, having its principal office located at 38 Hawley Street, 4th Floor, Binghamton, New York 13901 (the "City") and BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation formed pursuant to Article XI of the Private Housing Finance Law ("PHFL"), having its principal office located at c/o Community Potential, Inc., 435 State Street, Binghamton, New York 13902 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of BINGHAMTON SARATOGA I LIMITED PARTNERSHIP, a New York limited partnership, having its principal office located at c/o 3D Development Group L.L.C., 4549 Main Street, Suite 100, Amherst, New York 14226 (the "Partnership") The City, HDFC, and PHFL are each a individually a "Party" and collectively are the "Parties".

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located at 35 Felters Road, City of Binghamton, County of Broome, State of New York, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the PHFL; and

WHEREAS, the HDFC is the co-general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership are formed for the purpose of providing residential rental accommodations for persons of low-income (as such term is defined in Section 42 of the Internal Revenue Code of 1986, as amended ("Code")); and

WHEREAS, the Partnership will develop, own, reconstruct, rehabilitate, maintain and operate a housing project for persons of low income at the Property, consisting of one hundred (100) residential rental units for individuals and families of low income (as defined in Code Section 42), in addition to community space, more commonly known as Saratoga Heights (the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Binghamton New York, by Permanent Resolution [____], adopted [____], 2024, approved and authorized the execution of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements (which shall be assessed in accordance with Section 3(b) hereof), one hundred percent (100%) of the value of the Property and the Project, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Broome County ("County"), the City of Binghamton ("City"), the Binghamton City School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will commence on the date of the HDFC's acquisition of the fee title interest in the Property and shall continue for a period of forty (40) years. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. (a) So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amounts set forth in the PILOT Payment Schedule in Exhibit B attached hereto, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property and the Project shall be operated in conformance with the provisions of Article XI of PHFL. The first PILOT payment shall be due and payable on May 1 the of the calendar year following the year of the HDFC's acquisition of the fee title interest in the Property and shall be due and payable annually thereafter for the term hereof. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the BC Director of OMB, Department BNG, P. O. Box 2087, Binghamton, New York 13902, or such other address as the City may specify in writing.

(b) During the period of this Agreement, the Partnership will pay any service charges, special ad valorem levies, special assessments, and improvement district charges or similar tax equivalents which are lawfully levied or assessed upon the Project by any of the Taxing Jurisdictions or any other taxing authority. In addition to any other remedies provided by law, failure to pay any of the foregoing charges, levies, assessments, or taxes will be deemed a default under this Agreement.

(c) If there shall be a future structural addition to the Project or the Property constructed or added in any manner after the date of this Agreement, the Partnership shall promptly notify the City of such future addition ("Future Additions"). For the avoidance of doubt, the reconstruction, rehabilitation, maintenance, or repair of the structures existing on the Property as of the execution date of this Agreement are excluded from the definition of Future Additions. The notice to the City shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the City may thereafter request. Upon the City's receipt of the notice and any relevant evidence requested by the City, the City Assessor shall determine the amount of the additional payments in lieu of tax for such Future Additions ("Additional Payments"), subject to Parties using their best efforts to agree on the final amount for any Additional Payments, and the Parties shall amend Exhibit B to this Agreement to include such Additional Payments. For each Future Addition, the corresponding Additional Payment will commence on the first calendar tax year following the year of completion of such Future Addition and shall be due and payable with the annual PILOTS.

4. The tax exemption provided by this Agreement will continue for the period described in Section 2 above provided that (a) the Property and the Project continue to be used as housing facilities for persons of low income, and (b) (i) the HDFC and the Partnership operate the Property and the Project in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and the Project and operates the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

Any one or more of the following events shall constitute an "Event of Default" hereunder: (a) failure of the Partnership to pay any amount due and payable by it pursuant to this Agreement, provided that the Partnership will have ten (10) days to cure a default for any such nonpayment upon receiving notice of such nonpayment from the City; (b) failure of the Partnership and HDFC to observe and perform any other covenant, condition or agreement on its part to be observed and performed, other than as referred to in paragraph (a) above, and continuance of such failure for a period of thirty (30) days after written notice to the Partnership and HDFC specifying the nature of such failure and requesting that it be remedied; or (c) any warranty, representation or other statement by or on behalf of the Partnership or HDFC contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the City and/or the Taxing Jurisdictions may have at law or in equity, including without limitation Section 6 hereof, the City and/or affected Taxing Jurisdictions may, immediately and without further notice to the Partnership (but with notice to the City with respect to actions maintained by the Taxing Jurisdictions) the City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay any amounts so in default.

5. To the extent the Project is declared to be subject to taxation or assessment by an amendment to the PHFL, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Partnership and the City hereunder shall, to such extent, be null and void.

6. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. Any payment not received by its due date will accrue interest and penalties at the rates provided for the late payment of taxes to the Taxing Jurisdictions, which shall not exceed the maximum amount of interest allowed by applicable law.

7. The Partnership does hereby represent and warrant as follows:

(a) The Partnership is a limited partnership duly organized and validly existing under the laws of the State of New York and by proper action of its general partner, has been duly authorized to execute, deliver and perform this Agreement.

(b) The Partnership is authorized and has the organizational power to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. The Partnership has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated. The Partnership is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by (and the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement will not in any material respect conflict with or violate or constitute a material breach of or a default under) the terms, conditions or provisions of any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Partnership is a party or by which it or any of its property is bound, and neither the Partnership's entering into this Agreement nor the Partnership's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement will be in any material respect in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Partnership under the terms of any of the foregoing, and this Agreement is the legal, valid and binding obligation of the Partnership enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditors' rights generally, or by general principles of equity.

(c) No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Partnership is required as a condition to the execution, delivery or performance of this Agreement by the Partnership or as a condition to the validity of this Agreement.

9. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the Party to whom notice is given shall have specified in writing to the Party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. The City agrees to provide copies of any notice of default given by the City to the HDFC and/or the Partnership pursuant to the terms of this Agreement to the New York State Housing Finance Agency ("HFA"), the State of New York Mortgage Agency ("SONYMA") and (reserved) (" ") at the respective addresses set forth below (or such other addresses as HFA and/or SONYMA may designate):

HFA Notice Address:

New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: President Finance and Development, Senior
Vice President and Counsel

SONYMA Notice Address:

State of New York Mortgage Agency
641 Lexington Avenue
New York, New York 10022

(BANK) Notice Address:

TBD

and a copy to

TBD

Further, the City hereby agrees that each of HFA, SONYMA and ___ shall have the right, but not the obligation, to cure any default of the HDFC and/or the Partnership under this Agreement within ten (10) business days after the expiration of the cure period provided for such default herein, and that any cure of a default made or tendered by HFA, SONYMA and/or ___ shall be deemed to be a cure by the HDFC and/or the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the HDFC and/or the Partnership, as applicable.

10. The City shall file a copy of the fully executed Agreement with the City Assessor. The City will have no responsibility for filing the executed Agreement with any other Taxing Jurisdiction.

11. If the Partnership should default in performing any of its obligations, covenants or agreements under this Agreement and the City or any Taxing Jurisdiction should employ attorneys

or incur other expenses for the collection of any amounts payable or for the enforcement of performance or observance of any obligation, covenant or agreement under this Agreement, the Partnership will pay the City or any Taxing Jurisdiction, as the case may be, the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred.

12 This Agreement shall inure to the benefit of and shall be binding upon the City, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that the assignee or its general partner shall be a housing development fund company subject to Article XI of the PHFL, the assignee shall be controlled by the housing development fund company to the extent required pursuant to Article 11 of the PHFL, the assignee shall have assumed the obligations of this Agreement in writing reasonably satisfactory to the City.

13. The City's failure or delay to enforce any provision of this Agreement will not constitute a waiver of any of the City's rights or remedies under this Agreement. The City may waive any of its rights or remedies under this Agreement, provided such waiver is in writing and such waiver will not (a) waive any other right or remedy other than those listed in the written waiver; (b) constitute a continuing waiver; and (c) waive such right or remedy on any other occasion.

14. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The Parties hereby irrevocably consent to the jurisdiction of the state and federal courts in the State of New York, County of Broome in connection with all actions and proceedings arising out of this Agreement and waive any objections that such venue is an inconvenient forum.

15. No remedy herein conferred upon or reserved to the City or any Taxing Jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

16. In the event that this Agreement is executed by more than one entity comprising the Partnership, the liability of such Parties is joint and several. A separate action or actions may be brought and prosecuted against each such entity, whether or not action is brought against any other person or whether or not any other person is joined in such action or actions.

17. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

18. This Agreement may be executed in any number of counterparts with the same effect as if all the signing Parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

19. This Agreement constitutes the entire agreement of the Parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

20. Each of the Parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each Party represents that this Agreement shall constitute the legal, valid and binding agreement of the Parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

CITY OF BINGHAMTON, NEW YORK,
a New York incorporated municipality

DATED: _____, 2024

By: _____
Name: []
Title: []

BINGHAMTON SARATOGA I HOUSING
DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

DATED: _____, 2024

By: _____
Name: Jean Westcott
Title: Authorized Signatory

BINGHAMTON SARATOGA I LIMITED
PARTNERSHIP, a New York limited partnership

By: 3D Binghamton GP, LLC,
its Managing General Partner

By: 3D Development Group L.L.C.,
its Sole and Managing Member

DATED: _____, 2024

By: _____
Name: Bruce Levine
Title: Sole Member

STATE OF NEW YORK)
)
COUNTY OF BROOME) SS.:

On the ____ day of _____ in the year 2024, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF BROOME) SS.:

On the ____ day of _____ in the year 2024, before me personally appeared Jean Westcott, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF ERIE) SS.:

On the ____ day of _____ in the year 2024, before me personally appeared Bruce Levine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Introductory No. R24-18
Permanent No. R24-18

Sponsored by City Council Members:
Porter, Mativetsky, Dundon, Strawn, Cavanaugh

A RESOLUTION OF THE COMMON CITY COUNCIL OF THE CITY OF BINGHAMTON APPROVING THE CONVEYANCE OF THE SARATOGA HEIGHTS PROJECT BY THE BINGHAMTON HOUSING AUTHORITY TO BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC., AS NOMINEE FOR BINGHAMTON SARATOGA I LIMITED PARTNERSHIP AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF BINGHAMTON, BINGHAMTON SARATOGA I HOUSING DEVELOPMENT FUND COMPANY, INC. AND BINGHAMTON SARATOGA I LIMITED PARTNERSHIP

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

Date 3/13/24

City Clerk [Signature]

Date Presented to Mayor 3/14/24

[Signature]

Date Approved _____

Mayor _____

	Ayes	Nays	Abstain	Absent
Councilmember Porter	✓			
Councilmember Middleton	✓			
Councilmember Cavanaugh	✓			
Councilmember Hotchkiss	✓			
Councilmember Mativetsky	✓			
Councilmember Strawn	✓			
Councilmember Dundon		✓		
Total	6	1	0	0

Code of the City of Binghamton

Adopted Defeated

6 Ayes 1 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 _____. Approved by the Mayor on _____.

PILOT PAYMENT SCHEDULE

Year	Total Annual Payment
1	\$ 26,150.00* Construction
2	\$ 26,150.00* Construction
3	\$ 26,934.50
4	\$ 27,742.54
5	\$ 28,574.81
6	\$ 29,432.06
7	\$ 30,315.02
8	\$ 31,224.47
9	\$ 32,161.20
10	\$ 33,126.04
11	\$ 34,119.82
12	\$ 35,143.41
13	\$ 36,197.72
14	\$ 37,283.65
15	\$ 38,402.16
16	\$ 39,554.22
17	\$ 40,740.85
18	\$ 41,963.08
19	\$ 43,221.97
20	\$ 44,518.63
21	\$ 45,854.19
22	\$ 47,229.81
23	\$ 48,646.71
24	\$ 50,106.11
25	\$ 51,609.29
26	\$ 53,157.57
27	\$ 54,752.30
28	\$ 56,394.87
29	\$ 58,086.71
30	\$ 59,829.31
31	\$ 61,624.19
32	\$ 63,472.92
33	\$ 65,377.11
34	\$ 67,338.42
35	\$ 69,358.57
36	\$ 71,439.33
37	\$ 73,582.51
38	\$ 75,789.98
39	\$ 78,063.68
40	\$ 80,405.60



RL Number: _____

Date Submitted: _____

Legislative Branch

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

PUBLIC REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

(Name)

(Title)

(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

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

Effective Date *(if applicable):*

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

Amending section 265 of the code (as noted in bold and underline):

1. Amend 265-13(H)(1)(f)(2) – replace bolded language in (f)(2) with bolded and underlined language

§ 265-13. Minimum exterior and interior requirements. [Amended 9-15-1988 by Ord. No. 106-88; 10- 15-1990 by Ord. No. 114-90; 6-2-1997 by Ord. No. 78-97; 12-15-2003 by Ord. No. 03-130; Amended 6-7- 2004 by Ord. No. 57-2004; Amended 4-18-2005 by Ord. No. 05-25; Amended 7-17-2006 by Ord. No. 29-2006; Amended 4-16-07 by Ord. No. 10A-2007; Amended 7-20-09 by Ord. No. 23-2009; Amended by Local Law No. 22-01]

H. Residential, commercial and industrial buildings and properties, whether vacant or occupied, and accessory structures, shall be maintained in conformity with the provisions of this chapter to promote an attractive appearance, prevent a substantial depreciation to the integrity of the neighborhood, or prevent health or safety hazards.

(1) In order to satisfy the requirements of this section, a person must comply with the following:

(f) An unregistered and/or unlicensed vehicle may not be parked stored or left in the open, whether behind a fence or not, unless it is necessary for the operation of a licensed auto repair business, lawfully situated on the property where the vehicle is stored, as permitted by applicable zoning regulations and state and/or local law, or lawfully situated on the property pursuant to a special permit issued hereunder for the purpose of accommodating valid police agency removal orders issued by the City of Binghamton Police Department. But in no case shall the number of unregistered and/or unlicensed vehicles permitted in the open at a licensed auto repair business exceed a number equal to the number of repair bays located on that property. Any other unregistered and/or unlicensed vehicle or vehicles must be relocated to a completely enclosed garage or be removed from the property.

[2] Penalties for offenses.

[a] First offense: warning ticket.

[b] Second offense within one year of first offense: fine of \$50 per vehicle.

[c] Third offense within one year of second offense: fine of \$75 per vehicle.

[d] Fourth offense within one year of third offense: fine of \$100 per vehicle.

[e] Fifth offense within one year of fourth offense: Judge's discretion.

[2] Penalties for offenses.

[a] First offense: \$100 per vehicle.

[b] Second offense within five years of first offense: fine of \$250 per vehicle.

[c] Third offense within five years of second offense: fine of \$500 per vehicle.

[d] Fourth offense within one year of third offense: fine of \$750 per vehicle.

[e] Fifth offense within one year of fourth offense: Judge's discretion.

2. Add subsection 265-18 (F)

F. “Unless a specific penalty is already provided for in this Chapter, any person found guilty of violating or assisting in the violation of any provision of this Chapter, shall be found guilty of a violation and liable of a fine not less than 250 dollars and not exceeding 500 dollars and/or by imprisonment for a period of not more than 15 days, or both.”