



RL Number: 24-235

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

Benjamin Margolius
(Name)

Chairperson, Hometown Heroes Bai
(Title)

(607) 772-0000
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

Authorizing the acceptance of banners from the Binghamton Hometown Heroes Banner Program

Executive Summary (Explain why legislation is necessary):

The Binghamton Hometown Heroes (HTH) Banner Program Committee wishes to donate an additional fifty (50) HTH Banners for installation from the intersection of the Bevier Street Bridge down Front Street. The goal is to connect these patriotic banners on Front Street with the existing banners on the VFW Veterans Memorial Bridge.

Effective Date (if applicable): 11/4/24

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: See above.

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:

November is a month filled with numerous Veteran-centric events in the city and throughout Broome County. The community will have the opportunity to view and honor the military service accomplishments of their local residents. Veterans, service members, and their families will receive recognition by those that view the banners. Binghamton and Broome County is a Purple Heart community. The additional banners will honor six Purple Heart recipients for bravery.

For Internal Use Only

Mayor: [Signature]

Comptroller: [Signature]

Corp. Counsel: [Signature]



RL Number: 24-225

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

Billie J. Goodson
(Name)

Business Manager
(Title)

(607) 729-2975
(Phone number)

Additional Presenters:

Chuck Robinson

To Be Completed By Applicant

Proposed Title:

Ordinance to amend the BJCSB 2024 Budget and create a new budget line to refund municipal users.

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 Fund Balance for Budget ES.49999 by \$4,001,869.69 and create and increase Transfer to Municipalities - Fund Balance ES8130.54888 in the amount of \$4,001,869.69.

Effective Date (if applicable): 12/4/24

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

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost: \$0.00

Funds available in Budget Line: \$ 0.00

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional Information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

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: BJCJSTP

Department Head Signature: Billie Goodson

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

Revenue & Fund Balance Amendments					
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line	Budget Line Title	
\$	4,001,869.69	Increase	Fund Balance	ES.49999	ES599-Fund Balance for Budget
\$	4,001,869.69	Increase	Expense	ES8130.54888	TRANSFER TO MUNICIPALITES-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 Chapter9, Appropriations. Certified by the Treasurer.	Signature: _____ Date: _____
Transfer of funds Approved ___ / Denied ___ on ___ / ___ / _____. Certified by the Secretary of the Board of Estimate and Apportionment.	Signature: _____ Date: _____
Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.	Signature: _____ Date: _____

**BINGHAMTON-JOHNSON CITY SEWAGE TREATMENT PLANT
4480 Old Vestal Road
Vestal, NY 13850**

November 6, 2024

George Kolba Jr Chairman
and Members of the Board
Joint Sewage Treatment Board
4480 Old Vestal Road
Vestal, NY 13850

Re: Binghamton-Johnson City Sewage Treatment Facility
Refund Regarding Capital Projects

Dear Chairman Kolba and Members of the Board,

The City of Binghamton and the Village of Johnson City, as the owners of the Binghamton-Johnson City Joint Sewage Plant, are directing the Joint Sewage Board to refund \$4 million among all municipal users. This request is based on a total of \$8.3 million in accumulated operating fund balance.

In the past, the municipalities have seen refunds based on unused capital projects, and over the years the plant has accumulated significant operating fund balances. Operations such as this Enterprise fund are funded as user fees are collected, thus only needing one quarter of the fund balance to maintain operations. The plant will also maintain its capital reserves fund balance to pay for any capital items it deems necessary and appropriate.

At a time when municipalities are struggling to keep tax increases below the state mandate cap and minimizing increases to water/sewer rates, the Owners feel strongly that these excess funds will be better utilized in the hands of each municipality.

This refund should be completed through a budget amendment Resolution reducing fund balance and increasing payments to owners and municipalities. The money will then be distributed back to the municipalities based on the 2023 final billing formula. The municipality can choose to have the money refunded or apply the funds as a credit toward its 2025 bill.

Time is of the essence so this can all be accounted for in the municipalities 2024 financials. Please make the application for a budget amendment by no later than November 27, 2024, so it can be approved by the respective legislative bodies as soon as possible.

Thank you for your anticipated cooperation.

By: _____
Jared M. Kraham, Mayor
City of Binghamton

Date: _____

By: _____
Martin Meaney, Mayor
Village of Johnson City

Date: _____

Binghamton-Johnson City Joint Sewage Board

Net Distribution of \$4,001,869.69 Fund Balance Refunds Based on 2023 Billable Flow Proportions

Municipality	100 cu. ft. units Billed	Gallons Billed	% of Flow Side Billed Flow	% of Total Billed Flow	Gross Share of \$4,001,869.69 Refund
BINGHAMTON FLOW SIDE (listed by order of total flow magnitude)					
City of Binghamton	1,481,983	1,108,804,877	63.60%	47.61160%	\$1,905,354.26
Town of Vestal	186,195	139,284,111	7.99%	5.98188% *	\$239,386.98 *
Town of Kirkwood	268,545	200,886,446	11.52%	8.62753%	\$345,262.64
Binghamton University (Vestal Campus only)	173,386	129,702,274	7.44%	5.57036%	\$222,918.72
Town of Dickinson	81,938	61,294,135	3.52%	2.63242% **	\$105,345.96 **
Town of Binghamton	51,260	38,345,302	2.20%	1.64683%	\$65,903.90
Village of Port Dickinson	35,927	26,875,374	1.54%	1.15423%	\$46,190.59
Town of Conklin	37,776	28,258,528	1.62%	1.21363%	\$48,567.81
Town of Fenton	13,177	9,857,121	0.57%	0.42334%	\$16,941.39
subtotal for side	2,330,187	1,743,108,169	100.00%	74.86%	\$2,995,872.25
JOHNSON CITY FLOW SIDE (listed by order of total flow magnitude)					
Village of Johnson City	455,980	341,098,145	58.27%	14.64925%	\$586,243.86
Town of Vestal	222,922	166,757,929	28.49%	7.16181% *	\$286,606.11 *
Town of Dickinson	33,729	25,231,149	4.31%	1.08361% **	\$43,364.66 **
Town of Union	69,833	52,238,929	8.92%	2.24352%	\$89,782.81
subtotal for side	782,464	585,326,152	100.00%	25.14%	\$1,005,997.44
2015 TOTAL	3,112,651	2,328,434,321		100.00000%	\$4,001,869.69

FOOTNOTES -

* - the Town of Vestal is the Facilities' largest Outside User (third largest User overall); its combined flow / billing information is computed as follows:

Town of Vestal - Bgm	186,195	139,284,111	5.98188%	\$239,386.98
Town of Vestal - JC	222,922	166,757,929	7.16181%	\$286,606.11
	409,117	306,042,040	13.14368%	\$525,993.09

** - the Town of Dickinson is the Facilities' fourth-largest Outside User (sixth largest User overall); its combined flow / billing information is computed as follows:

Town of Dickinson - Bgm	81,938	61,294,135	2.63242%	\$105,345.96
Town of Dickinson - JC	33,729	25,231,149	1.08361%	\$43,364.66
	115,667	86,525,284	3.71603%	\$148,710.62

CONVERSION FACTORS:

748.055056852184 gallons per 100 cu. ft.
 1 gallon = 0.13368 cu. ft.
 1,000 gallons = 133.68 cu. ft.

Binghamton-Johnson City Joint Sewage Board

**Net Distribution of \$4,001,869.69 Fund Balance Refunds
Based on 2023 Billable Flow Proportions**

CALCULATIONS

OPERATING FUND BALANCE FROM 2023 AUDIT	8,310,784.91
FUND BALANCE RESERVES	(1,431,103.19)
NET OPERATING FUND BALANCE	<u>6,879,681.72</u>
2025 ONE (1) QUARTER OPERATING BUDGET	(2,775,200.00)
NET EXCESS FUND BALANCE AVAILABLE	<u>4,104,481.72</u>
2.5% CONTINGENCY FUND BALANCE	(102,612.04)
NET EXCESS FUND BALANCE FOR DISTRIBUTION	<u><u>4,001,869.68</u></u>



RL Number: 24-237

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

Jeff kruger
(Name)

Water/Sewer Superintendent
(Title)

607-772-7210
(Phone number)

Additional Presenters:

Chuck Robinson-Comptroller

To Be Completed By Applicant

Proposed Title:

an Ordinance to amend the 2024 Water Fund budget for over budget line items

Executive Summary (Explain why legislation is necessary):

various line items are over budget - Electricity and Chemicals

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:

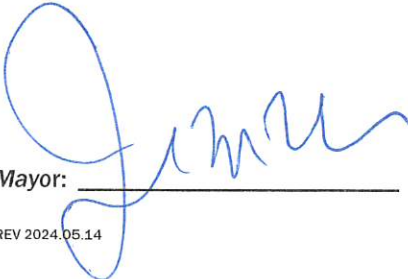
Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

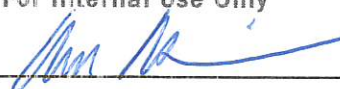
Additional information related to this RL attached? Yes No

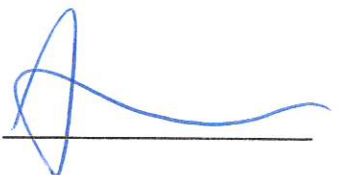
Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

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.
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 Transfer requests in excess of \$10,000 must be approved by City Council.

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 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: WATER Page 1
 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
\$ 310.00	Increase	Revenue
\$ 22,258.00	Increase	Revenue
\$ 21,220.00	Increase	Revenue
\$ 740.00	Increase	Revenue
\$ 120,000.00	Increase	Expense
\$ 5,000.00	Decrease	Expense
\$ 8,002.00	Decrease	Expense
\$ 137,450.00	Decrease	Revenue

Office Use Only for Transfers Under \$10,000

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

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

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

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



CITY OF BINGHAMTON

Request for Transfer of Funds

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 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: WATER PAGE 2
 Department Head Signature: _____

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

Revenue & Fund Balance Amendments			
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line Title
\$ 75,000.00	Increase	EXP8330.54150	CHEMICALS

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: _____



RL Number: 24-231

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

Ronald B. Lake P.E.
(Name)

City Engineer
(Title)

(607) 772-7007
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

Supplemental NO. 5 DECO District Streetscape Improvements

Executive Summary (Explain why legislation is necessary):

Supplemental NO. 5 includes additional fee for final design overages, inclusion of adding the water main for design and CA phases, and shifting of the Construction Observation phase fees into final design.

Effective Date (if applicable): 11/21/24

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: R20-43

Adoption Date: 5/7/20

Contract: Person/Company: Barton & Loguidice Ken Knutsen P.E

Total Cost: \$50,000.00

Funds available in Budget Line: H5112.525173.12220

Title: DECO DISTRICT IMPROVEMENT

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:



SUPPLEMENTAL NO.5 - SCOPE OF SERVICES

Barton & Loguidice, D.P.C.

City of Binghamton

DECO District Streetscape Improvements

Final Design, Bidding, and Construction Phase Services for
Phase II – Henry, Washington & Lewis Streets

Additional Services for 12" Water Main Replacement and
No-Cost Final Design Fee Shift

I. GENERAL

A. Project Name & Location

1. NAME: DECO District Streetscape Improvements, Phase II
2. LOCATION: City of Binghamton – Portions of Washington St., Henry St., and Lewis St.; Phase II

B. Project Team

1. CONSULTANT: **Barton & Loguidice, D.P.C. (B&L)**
2. OFFICER-IN-CHARGE: Ken Knutsen, P.E., Sr. Vice President
3. PROJECT MANAGER: Jeffery Nadge, R.L.A., Lead Landscape Architect

C. Project Understanding

The City of Binghamton is currently contracted with Barton & Loguidice, D.P.C. (B&L) to provide preliminary and final design, and construction management, administration, and inspection services for Phase II of streetscape improvements in the City's Downtown Arts & Cultural Organizations (DECO) District. The streetscape improvements include pedestrian sidewalk and crosswalk improvements, traffic calming and curb extensions, intersection improvements, landscape and street trees, district furnishings, accent lighting, gateway elements, wayfinding signage and public art opportunities.

Phase II currently includes the following work, structured for bidding/award/construction under the following Base and Additive Bids:

- Base Bid: Portions of Henry Street (Sta. H 8+00 to Sta. H 15+25), Washington and Lewis streets (Sta. W 10+00 to Sta. W 21+00) under the Base Bid
- Additive Bid #1: Install new sidewalk and railing along State Street from Lewis to Depot Street

Supplemental #4 was approved to include additional services related to design, layout, detailing, and coordination for new ornamental street lighting along Washington Street, and extension of project limits at the Water Street Parking Garage to the limits of the new structure on Water Street, and west to the intersection of Center Street.



Following the submission of 90% complete Plans and Estimate in August 2024, the City has now requested that this project include replacing approximately 780 linear feet of existing 10" water main on Washington Street (roughly between Sta. W 0+90 to Sta. W 17+25) with a new 12" PVC main. The new main would be installed on a parallel alignment to the existing main and tie into the existing 10" PVC mains at either end of Washinton Street and at East Clinton Street. Existing water services would be transferred to the new main, and two (2) new hydrants would be installed.

This Supplemental No. 5 Scope of Services includes the following additional services:

- Final design and layout of new 12" water main on current Utility Plan sheets;
- Preparation of water main profile as required by NYS Department of Health (DOH);
- Coordination with County and State DOH for review and approval of water main replacement plans, profiles and details;
- Inclusion of updated water main and fittings specifications and item numbers;
- Provide additional cost estimation for water main, fittings, services and connections;
- Provide isometric details for service connections and laterals, as well as a Suggested Sequence of Construction for maintaining service to customers during new water main construction and service transfers;
- Field verification of existing water services/new service needs, hydrant locations, valve adjustments, connections and potential conflicts; and,
- Review of all available record plans and utility information.

This Supplemental #5 also requests a No-Cost Fee Shift from Construction Phase fees authorized to date to cover current overages accrued under the Final Design Phase and revisions to contract documents (90%) to break out the proposed pedestrian alley connection between State Street and Washington Street as Additive Bid #2. To date, the final design budget has been expended and is currently over the amended total fee amount of \$124,000 by approximately \$15,000. We have prepared this Supplemental to include additional services for the water line replacement services, and reallocation of Construction Support / Observation Task 7.1 Fee of \$10,000 to cover the current overage in Final Design, Task 5. Additional services provided for this No-Cost Fee Shift include the following:

- Four (4) additional sheets to provide electrical design and alternate details for smaller light fixture to accommodate utility company clearance requirements
- Schedule for bidding has shifted approximately 4 months from original bidding date of summer 2024
- Additive Bid #2: Construct improved pedestrian walkway and electrical infrastructure along the alley between #246 (Crowe Bar) and #242 (Broome County Forum) to provide a new pedestrian link between State Street (Phase I) and Washington Street (Phase II). (The City of Binghamton is currently in the process of acquiring an easement for the alley.)



II. SCOPE OF SERVICES – SUPPLEMENTAL NO. 5

Based on the above understanding, B&L proposes to provide the following Supplemental Scope of Services to the City of Binghamton:

TASK 5 - FINAL DESIGN & BIDDING

Final Design & Contract Documents

The following is a list of additional tasks for including approximately 780 linear feet of water main replacement for Phase II of the DECO District Streetscape Improvements:

Contract Drawings Additions and Modifications:

- Typical Sections (TS-# 8 thru 13): modify Washington Street Sections to include new watermain
- General Notes (GN-1): add watermain and service replacement notes, as well as a Suggested Sequence of Construction;
- Work Zone Traffic Control Sections (WZTC-#3, Stage 2): modify/add Typical Sections and Staged Detour Plan(s) for accommodating new watermain trenching and service transfer operations on Washington Street
- Existing Conditions and Demolition Plans (EX-# 3 thru 6): add/modify watermain, valve and hydrant demolition Plans and Notes for abandonment of existing main and appurtenances on Washington Street;
- General Plans (PL-#3 thru 6): modify Plans to show new valves, service curb stops and hydrants on Washington Street;
- Utility and Drainage Plans (UP-#3 thru 6): modify Washington Street Plans to include approximately 780 LF of new 12" water main, and up to twelve (12) service connections and laterals, including replacement of two (2) hydrants;
- Grading Plans (GP-#3 thru 6): modify Washington Street Grading Plans to show new valve boxes and hydrants
- Watermain Profiles (New Sheets WP-#1 & 2): Prepare water main Profile sheets for new main; anticipate two (2) additional sheets
- Miscellaneous Tables (MT-2): modify the Valve Box Adjustment Table to reflect demolition/removal and replacement of Washington Street water valve boxes;
- Miscellaneous Details (MD-4): prepare a new Misc. Detail sheet to include additional City standard water and hydrant details and three (3) schematic Watermain Connection Details; assume one (1) additional sheet
- Revise 90% contract documents to identify the pedestrian alleyway between State and Washington Streets as Additive Bid #2, and update the plans, details, and itemized bid tab and estimate to separate the Additive Bid #2; the primary underground electrical connection and proposed hand hole will remain as a Base Bid Item
- Update the Phase 2 site plan graphic for all final public and stakeholder coordination needs to accurately reflect the utility work, design revisions and updates since last outreach efforts, and anticipated phasing to be used in final coordination with primary project stakeholders

Contract Specifications:

- Prepare final technical specifications, bid information, special notes and general instructions for all water main, service transfer, and hydrant replacement components.
- Add watermain payment items to the Base Bid



Cost Estimate, City and Agency Coordination

- Additional coordination with City, property owners as necessary for water service/fire flow needs, County and State Department of Health for required reviews and approvals.
- Prepare an estimate of probable construction cost for the new watermain and appurtenances

Technical Assumptions:

- City to provide additional standard details in digital format – water / sanitary crossing, hydrant detail, water services/curb stop and box, thrust block details, and all applicable City notes for water main and hydrant installations;
- B&L to review and edit previous Water Main and Fittings Specification, Item 663.0000XXBM, utilized for Phase One;
- Water main replacement will require County and State Department of Health Approval and submission of Form DOH-348 Application for Approval of Plans for Public Water Supply Improvement (prepared by B&L, signed by City Engineer or Mayor);
- Field verification of existing water services does not include accessing buildings to visually verify service size, materials, etc. within the building.

TASK 6 – CONSTRUCTION ADMINISTRATION

Based on an assumed construction phase duration of ten (10) months to project completion, B&L will provide the following additional Construction Administration phase services related to the watermain replacement work:

- Review all water line and related component shop drawings, submittals, samples, and RFI's of the proposed water line elements to ensure design intentions, materials, requirements, and equipment are in conformance with the Contract Documents;
- Provide interpretation, clarifications, resolutions, or prepare Change Orders as necessary arising out of changes, conflicts, RFI's, or omissions related to the water main replacement. This does not include *Owner Requested Change Orders* that require changes or additions to the approved design documents for additional work;
- Provide periodic site review, inspection and observations of work related to the water main installations to determine substantial conformance with contract documents. Any work found to be unacceptable or defective will be rejected or will require corrective action be taken.
- Coordination with building owners and City representatives during construction relative to service interruptions
- Assist the City with review and certification of watermain pressure testing logs, chlorination logs, and sample analyses results submitted by the Contractor. Prepare and certify with professional engineer's stamp and signature Form DOH-5025 Engineer's Certification of Public Water Improvement Project Completion; Submit to the DOH with engineer approved reports and sample analyses.



III. ADDITIONAL FEE SUMMARY

The proposed fee for supplementary services related to the addition of the Washington Street water main replacement design, bidding and construction phase services, including coordination with the City water department, engineering, project area owners, and County/State Departments of Health for Tasks 5.0 and 6.1 is summarized in the table below.

The total compensation for services and reimbursable expenses, as listed in the table below, will not be exceeded without prior authorization of the City.

Task No.	Phase 2 - Design & Bidding Phases	Original Fee (SA #3)	Amended Fee (SA #4)	Estimated Fee (SA #5)	Billing Basis
1.0	Project Management	\$ 6,800	\$ -----	\$ -----	LS
2.0	Data Review, Coordination & Vault Reviews	\$ 3,300	\$ -----	\$ -----	LS
3.1	Public Engagement	\$ 6,300	\$ -----	\$ -----	LS
5.0	Final Design, CD's & Bidding	\$ 65,000	\$ 42,100	\$ 45,000 (2)	LS
5.3	Sharp Parcel Survey (Costich)	\$ 3,450	\$ -----	\$ -----	Cost + 15%
	<i>Subtotal – Design & Bidding Phases</i>	\$ 84,850	\$ 126,950	\$ 171,950	
Task No.	Phase 2 – Construction Phases	Estimated Fee	Estimated Fee	Estimated Fee	Billing Basis
6.1	Construction Administration & Expenses	\$ 66,100	\$ 5,200	\$ 5,000 (3)	T&E
7.1	Construction Support / Observation	\$ 10,000	\$ -----	(\$10,000) (1)	T&E
8	Construction Management & Observation	\$ 96,400	\$ -----	\$ -----	T&E
	<i>Subtotal – Construction Phases</i>	\$ 172,500.00	\$ 177,700.00	\$ 172,700	
Supplemental #5 Amount		\$ -----	\$ -----	\$ 50,000	-
Total Fee		\$ 257,350	\$ 304,650	\$ 354,650	-

Billing rates for Task 6.1 shall be in accordance with Engineer’s Standard Billing Rates in effect at the time of service.

- (1) No-cost fee shift from Task 7.1 to Task 5.0 for additional final design task overages
- (2) Estimated additional costs for inclusion of new scope for water main design, revisions to bid organization, estimates and specifications, and updated public outreach site plans is \$35,000 plus the addition of the \$10,000 fee shift results in \$45,000 for final design amendment.
- (3) Included an additional \$5,000 fee in Task 6.1 for Construction Administration related to the new water line and DOH approvals



APPENDIX A

**BARTON & LOGUIDICE
BILLING RATES FOR CALENDAR YEAR 2024**



RL Number: 24-232

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:

Scope of Services and Fee Amendment Preliminary Engineering Report for the Ball Avenue Outfall

Executive Summary (Explain why legislation is necessary):

This amendment to the agreement between the City of Binghamton and Barton & Loguidice D.P.C., revises the Scope of Service and Fee for the above referenced project. B&L had an estimated fee for subcontractor RedZone Robotics of \$40,000 (cost plus 15%), their actual proposal is for \$56,781 (cost plus 15 %)

Effective Date (if applicable): 11/21/24

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: R24-55

Adoption Date: 7/11/24

Contract: Person/Company: Barton & Loguidice, Ken Knutsen P.E

Total Cost: \$16,781.00

Funds available in Budget Line: H1440.525340.22824

Title: Engineering Design Projects

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:

Red Zone Robotics needs to asses the pipe condition before cold conditions prohibit the any the information needed for our Engineering Report.

For Internal Use Only

Mayor:

Comptroller:

Corp. Counsel:



November 7, 2024

Mr. Ronald B. Lake, P.E., City Engineer,
City of Binghamton
City Hall, 38 Hawley Street
Binghamton, New York 13901

Re: Scope of Services and Fee Amendment
Preliminary Engineering Report for the Ball Avenue Outfall
File: 1928.018

Dear Mr. Lake:

This amendment to the agreement between the City of Binghamton and Barton & Loguidice D.P.C., revises the Scope of Service and Fee for the above referenced project. B&L had an estimated fee for our subcontractor RedZone Robotics of \$40,000 (cost plus 15%), their actual proposal is for \$56,781 (cost plus 15 %) and is for only inspecting the outfall pipe. RedZone’s Scope of Field work includes mobilization, access insertion, prep work at the outfall pipe entrance to clear a path from debris, deployment and MSI data processing, and de-mobilization. Once their fieldwork is complete they will provide B&L with a comprehensive report with bend radius analysis, laser/sonar topographic mapping, corrosion and debris mapping as well as video logs.

The additional fee associated with this scope change is $\$56,781 - 40,000 = \$16,781$.

If you should have any questions please contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Mark C. Budosh, P.E.
Vice President

MCB/jjb

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by City of Binghamton to proceed with the services described herein in accordance with the Terms and Conditions proposed herein.

City of Binghamton

Date





RL Number: 24-233

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

Nicholas P. Ballard
(Name)

Acting Commissioner of Parks
(Title)

(607)772-7017
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

An ordinance accepting a \$12,000.00 Grant from Broome County for 2024/2025 for Youth Sports Programming.

Executive Summary (Explain why legislation is necessary):

We rely on grants like this on a yearly basis to provide our kids with quality uniforms, safe and up-to-date equipment. Also used to fund coaches with up-to-date training.

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:

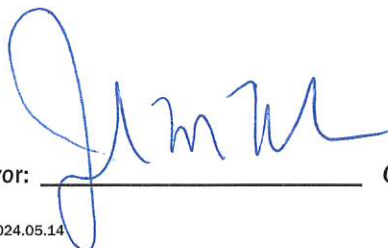
Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional Information related to this RL attached? Yes No

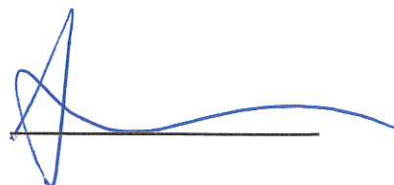
Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

Mayor: 

For Internal Use Only

Comptroller: 

Corp. Counsel: 



Legislative Branch

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

GRANT APPLICATION WORKSHEET

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

Agency providing the grant: Broome County

Total project cost: \$12,000

Total amount of grant: \$12,000

Local match (if any): None

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

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

Disbursement of grant (upfront, reimbursable?): reimbursable

Grant Budget Line: _____

Grant project manager: Shane Hurd

Anticipated date of project completion: 9/30/2025

Special project completion requirements (if any): _____

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

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



RL Number: _____

Date Submitted: 24-228

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

Sarah Glose
(Name)

Director of Economic Development
(Title)

607-772-7161
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARKING AGREEMENT WITH BOSCOV'S

Executive Summary (Explain why legislation is necessary):

Full Title: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AND RESTATED PARKING AGREEMENT WITH BOSCOV'S DEPARTMENT STORE, LLC. Agreement dictates Boscov's customer and employee use of the Water Street Parking Garage and associated payment, per the attached.

Effective Date (if applicable):

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

RL related to previously adopted legislation: Perm. Number: R13-44

Adoption Date: 5/8/13

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:

I am requesting a vote at the 11/20 regular business meeting. Agreement needs to run coterminous with the lease approved by the BLDC on 11/14.

For Internal Use Only

Mayor:  _____ Comptroller:  _____ Corp. Counsel:  _____

AMENDED AND RESTATED PARKING AGREEMENT

THIS AMENDED AND RESTATED PARKING AGREEMENT ("Agreement") effective as of _____, 2024 (the "**Effective Date**"), is entered into by and between the **CITY OF BINGHAMTON**, having an address of 38 Hawley Street Binghamton, NY 13901 (hereinafter referred to as "City") and **BOSCOV'S DEPARTMENT STORE LLC**, a Delaware limited liability company, having an address of 4500 Perkiomen Avenue, Reading, Berks County, Pennsylvania (hereinafter referred to as "Boscov's").

WITNESSETH:

WHEREAS, the City, then desirous of improving its downtown area, entered into a Lease with Boscov's dated May 1, 2013 (the "**2013 Lease**") with the Broome County Industrial Development Agency (the "**BCIDA**") and the Binghamton Local Development Corporation (the "**BLDC**") with respect to certain property formerly known as the Fowlers and Johnson building sites and a closed portion of Dwight Street and currently identified as Parcel ID Numbers: 160.40-2-5 [11 Court St.] and 160.40-2-4 [13 Court St.] (collectively the "**Project Property**"); and

WHEREAS, simultaneously with the Lease, City and Boscov's entered into the "New Parking Agreement", as defined in the 2013 Lease, which was dated May 1, 2013, which New Parking Agreement this Agreement is intended to amend and restate as follows; and

WHEREAS, in order for Boscov's to be successful in its endeavors in the City, it remains absolutely necessary that the customers of Boscov's have uninterrupted use of three hours of free parking in the Water Street Parking Garage (the "**Structure**") and the BLDC and Boscov's intend to execute a new lease with respect to the Project Property (the "**New Lease**"); and

WHEREAS, the City and Boscov's both recognize the importance of the continuation of an effective three hour free parking program to the success of Boscov's venture; and

WHEREAS, the City deems the success of Boscov's venture to be vital to the revitalization of the downtown business district.

NOW, THEREFORE, in consideration of the mutual covenants and conditions to be kept and performed by each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending for themselves, their successors and assigns, to be bound hereby, the parties agree as follows:

1. The City does hereby agree that the customers of Boscov's shall have the free and uninterrupted use of the parking within the Structure for three (3) hours of free parking while shopping at Boscov's, however, in order to enjoy the three (3) hours of free parking, any customer of Boscov's parking in said Structure must obtain from Boscov's a validated parking ticket to exit the Structure. Such validated parking ticket will entitle the holder thereof to park for three (3) hours, without charge, with the holder of said parking ticket being charged and paying for any parking in excess of the three (3) hour free parking privilege as herein provided.
2. The three (3) hours of free parking with validation shall be available during all times that Boscov's operates its department store in the Project Property, during Boscov's operating hours.

3. In consideration of the free parking privileges extended hereinabove to Boscov's customers, Boscov's agrees to make a "minimum annual payment" to the City of Twenty-Five Thousand Dollars (\$25,000.00) (the "**Annual Payment**"). Boscov's will pay the City or its agent, LAZ (its successors or assigns) or the City's contracted parking management company, the Annual Payment in twelve (12) equal monthly installments on or before the first day of each month, this schedule beginning the first day on the month immediately following the full execution of this Agreement.

4. Intentionally left blank.

5. Upon the opening of the Structure for public use, Boscov's shall be entitled to forty-two (42) reserved monthly parking passes for its employees for monthly parking at the Structure, provided that Boscov's or the passholder pays the full monthly fair market price of the monthly pass on time each month. Should one or more parking pass be unused or delinquent for more than one thirty (30) day period, the City reserves the right to retake and/or reassign the monthly pass. Should Boscov's need additional passes or desire to reclaim reassigned/retaken passes as described above, the City will make reasonable efforts to accommodate any such reasonable timely requests.

6. The term of this Agreement shall be conterminous with the term of the New Lease, including any options or extensions exercised by Boscov's under the New Lease, and is intended to replace all pre-existing parking agreements between the parties named herein such that all understandings and agreements by and between the parties are merged into this Agreement, which alone fully and completely expresses their agreement with respect to the subject matter hereof.

7. No assignment of rights under this Agreement shall be valid without the express written consent of City, which consent shall not be unreasonably withheld.

8. The parties hereto do hereby agree that this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed the day and year first above written, and their seals affixed.

CITY OF BINGHAMTON

By: _____

Date: _____

BOSCOV'S DEPARTMENT STORE, LLC

By: _____

Date: _____



Terms and Conditions of Validation Equipment Use

1. Responsibility for Equipment:

The user is responsible for the care and maintenance of the equipment while it is in their possession. The equipment must be used strictly for its intended purpose, following all relevant safety guidelines and operating instructions.

2. Damage or Loss:

The user agrees to handle the equipment with care and understands that they may be held responsible for any damage or loss that occurs during the period of use. In the event that equipment is damaged, lost, or stolen, the user may be liable for the replacement of any equipment that is lost, stolen, or damaged.

3. Return of Equipment:

In the event the equipment is no longer needed the equipment must be returned in the same condition it was released, with consideration for reasonable wear and tear. Upon return, the equipment will be inspected by the location manager or designated staff to assess its condition. Any damage not noted upon release may be considered the responsibility of the user.

4. Acknowledgment of Responsibility:

By signing this form, the user acknowledges that they have reviewed and understand all terms and conditions related to the release and use of the equipment. The user accepts full responsibility for the equipment while it is in the users possession and agrees to adhere to all conditions outlined above.

Date: _____

Business/User Name: _____

Contact Name: _____

Phone Number: _____

Signature: _____



RL Number: 24-229

Date Submitted: 24

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

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 FREE PARKING AT THE WATER STREET PARKING RAMP FROM 11/30-12/7

Executive Summary (Explain why legislation is necessary):

Waive the first two hours of parking fees at the Water Street Parking Garage at 183 Water Street during the holiday shopping season to encourage use of the newly opened ramp and patronage of downtown businesses.

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

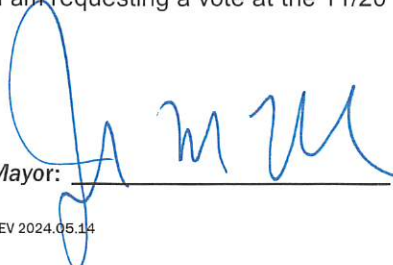
SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

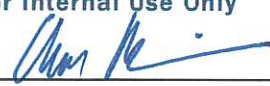
Expedition requested for this RL? Yes No

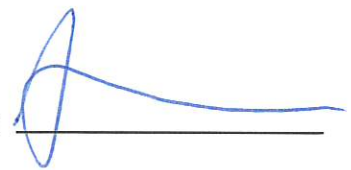
Please explain why expedition is necessary:

I am requesting a vote at the 11/20 regular business meeting to ensure passage before the effective dates.

Mayor: 

For Internal Use Only

Comptroller: 

Corp. Counsel: 



Legislative Branch

RL Number: <u>24-238</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. 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

Kent Drake-Deese/Chuck Robinson	Director of Personnel/Comptroller	(607) 772 - 7067/7011
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Phone number)</i>

To Be Completed By Applicant

Proposed Title:

An RL to pass the Local 729 Firefighters Union Contract

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

Effective Date: (if applicable) January 1, 2025

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

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

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

Contract: Person/Company _____

Total Cost _____ Funds available in Budget Line _____ Title _____

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

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

To get the contract passed before January 1, 2025

2025-2028 AGREEMENT BETWEEN
THE CITY OF BINGHAMTON
AND
BINGHAMTON FIREFIGHTERS LOCAL 729,
AFL-CIO, I.A.F.F.

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THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the **CITY OF BINGHAMTON**, a municipal corporation organized under and by virtue of the Laws of the State of New York, hereinafter referred to as "the City" and the **BINGHAMTON FIREFIGHTERS LOCAL 729, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, hereinafter referred to as "the Association".

ARTICLE I - RECOGNITION

Section A. The City recognizes the Association as the sole and exclusive representative of all members of the Bureau of Fire, except for the Fire Chief, and office staff in accordance with the provisions of Permanent City Ordinance No. 200 of 1969.

The City agrees that the Association shall be the sole and exclusive representative for all bargaining and grievances.

Section B. The City shall deduct from the wages of members and remit within ten days to the Association regular membership dues for those members who sign authorizations permitting such payroll deductions. The City shall also deduct from the wages of all Firefighters covered by this Agreement, who are not members of the employee organization, an amount equivalent to the dues levied by the Association and said amount shall be transferred to the Association within ten (10) days. Any increases/decreases/additions and/or deletions regarding membership dues shall be implemented throughout the year as requested by Local 729. The Association and all bargaining unit members waive any claim against the city for deductions which in good faith are made or not honored as the case may be. All disputed amounts shall be escrowed by the City, and all disputes under this Section shall be resolved in accordance with Section 16. The only liability to the City under the Section is to restore monies improperly collected or to pay dues properly owing.

Section C. The Association affirms that it will not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 2 - HOLIDAYS

Section A. In addition to all holidays designated as such for Firefighters by any state or national law, members of the Bureau of Fire shall also receive the benefit of all other holidays designated or observed as such by the City. Eight (8) hours for each holiday not worked shall be paid to each member of the Bureau of Fire.

Section 1. All holidays enumerated below shall be paid to all fire personnel covered by this Agreement:

	2025	2026	2027	2028
New Year's Day	01/01/2025	01/01/2026	01/01/2027	01/01/2028
Martin Luther King Day	01/20//2025	01/19/2026	01/18/2027	01/17/2028
Lincoln's Birthday	02/12/2025	02/12/2026	02/12/2027	02/12/2028
Washington's Birthday	02/22/2025	02/22/2026	02/22/2027	02/22/2028
Memorial Day(observed)	05/26/2025	05/25/2026	05/31/2027	05/29/2028
Juneteenth	06/19/2025	06/19/2026	06/19/2027	06/19/2028
Independence Day	07/04/2025	07/04/2026	07/04/2027	07/04/2028
Labor Day	09/01/2025	09/07/2026	09/06/2027	09/04/2028
Columbus Day(observed)	10/13/2025	10/12/2026	10/11/2027	10/09/2028
Election Day	11/04/2025	11/03/2026	11/02/2027	11/07/2028
Veteran's Day	11/11/2025	11/11/2026	11/11/2027	11/11/2028
Thanksgiving Day	11/27/2025	11/26/2026	11/25/2027	11/23/2028
Christmas Day	12/25/2025	12/25/2026	12/25/2027	12/25/2028

If the above dates conflict with State or Federal laws, there will be no duplicate payments made for said holidays.

Section 2. Payment for Firefighters who work on holidays: In addition to their regular day's pay and/or overtime pay, those who work on holiday shall be paid at the rate of time and one-half for hours actually worked. If payment for actual hours worked is less than the eight (8) hours paid to the Firefighter who did not work on the holiday, Firefighters will be paid the difference to equal the eight (8) hour payment.

Section 3. Holiday pay will be in the next immediate pay period.

Section 4. This Section does not cover holidays that are designated and observed by other bargaining units as a result of contract negotiations.

Section 5. All staff, including but not limited to, Lieutenants, Captains, and Fire Marshal assigned to the Fire Marshal office and Training Instructor and EMS Captain assigned to the Training Office agree to work six (6) of the enumerated holidays. The selection of holidays is at the option of the employee based upon seniority and as available, at the discretion of the Chief and will be made at the time of vacation selection. Holidays occurring while the Firefighter is on vacation count as holidays worked under this subsection. For holidays that fall on a weekend (Saturday or Sunday), the staff may choose the immediately preceding Friday or the immediately succeeding Monday as the holiday for purposes of working six (6) enumerated holidays as referenced above.

Section 6. All staff, including but not limited to, Lieutenants, Captain and Fire Marshal assigned to the Fire Marshal office and Training Instructor and EMS Captain assigned to the

Training Office will observe the aforesaid holidays on the date said holidays are observed by City Hall. In the event that City Hall does not observe the aforesaid holidays, said holidays will be observed by the Fire Prevention Staff Officers, Fire Lieutenants and Captains on the same dates as the other Firefighters with the exception of Lincoln's birthday.

ARTICLE 3 - WORK WEEK AND WORKING CONDITIONS

Section A. Work Week and Pay Schedules

The City will continue to recognize that the average work week is forty (40) hours, in accordance with New York State Law. Salary payments will be on a semi-monthly basis.

All members of the Fire Bureau will be paid via direct deposit and will receive electronic paystubs.

Section B. Work Schedules

Section 1. Changes in the written work schedule shall be arrived at by mutual agreement between the Chief and the Association, subject to the approval of the Commissioner of Public Safety. The work schedule for the staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention shall be 7:30 a.m. to 5:30 p.m., four (4) days per week.

Section 2. All Firefighters, other than Fire Administration, Fire Marshal's Office and Training, will be scheduled on a twenty-four (24) hour work schedule. Effective January 1, 2008, Firefighters working a 24-hour (one shift) schedule will be paid for forty-eight (48) (i.e. two shifts) hours of AL leave time at straight time the first pay date in November each year in a separate check. Firefighters will continue to receive the remaining forty-eight (48) hours (i.e. two shifts) off in accordance with present practice. The scheduling of AL days off and days to be worked will be completed by November of each year, along with the vacation schedule. Any change to this schedule will require approval from the Chief or their designee, as is the present practice. Members working a partial year of shift work will have their AL bank incremented by 2 hours / week while on shift work. No more than 96 hours will be accumulated, as per current and past practice.

The 24-hour work schedule shall consist of 24-hours on duty and 72-hours off duty (24/72). Firefighters will not work more than thirty-six (36) hours unless they have had twelve (12) hours off.

Firefighters will work no more than twelve (12) hours on ambulance duty and then twelve (12) hours online duty or twelve (12) hours off duty before any further ambulance duty.

Section 3. Safety Staffing, Sick leave reporting and Overtime Assignment Procedures

Introduction to Section 3

This new contract proviso will clarify and memorialize the above referenced in the headnote referenced as "Section B". Nearly all of the paragraphs below are descriptive of policies and practices followed by the parties for many years, informally, but in view of statutory changes and increasing difficulties in filling a full complement of experienced firefighters on each shift, the

parties determined it is best to formalize their accepted practices and understandings as a new Section B. hereinbelow.

Section 3.A Safety Staffing

The parties shall follow their longtime practice of requiring a safety minimum of personnel that shall be 21 Local 729 members on each shift consistent with the needed rankings (assistant chief, Captain(s), lieutenant(s), firefighters, etc.) that have been the policy and practice of the Binghamton Fire Department for many years.

Section 3.B Sick Leave Reporting

Sick leave should be reported as soon as reasonably possible, since notification to the department is vital for planning staffing needs. This allows for timely and accurate notification of personnel if Overtime is needed. Personnel reporting sick leave the day of their shift should do so no later than between 0600-0630.

Personnel should report sick leave by calling Headquarters ("HQ") watch desk. If no one is available to answer at HQ, they should call their own station. Under the same circumstance, those assigned to HQ should report to another station.

The person taking the sick leave call shall report it to the Duty Chief ASAP. An entry will be made in the journal by the call-taker noting the sick leave call.

Personnel reporting sick leave with an unexpected illness after 0630 hrs., the day of their scheduled shift, must call the Duty Chief directly.

Personnel reporting back to work from sick leave must do so by 18:00 hrs. the day before they are scheduled to work or during regular hours the previous days. Those reporting back to work from sick leave shall do so by calling the watch desk at Fire HQ. The call taker shall notify the Duty Chief ASAP and make an entry in the journal. This will prevent any unnecessary detailing or call-in of personnel.

Section 3.C Overtime Staffing

As per changes in state law, the NYS Retirement System's rules and regulations, Civil Service regulations, Binghamton Fire Department Departmental rules and operating procedures, and consistent with long-standing mutually acceptable workplace rules and understandings, the following is mutually agreed upon:

3.C(1). Personnel must have their current address and a telephone number where they may be reached on file in Fire Administration. Efforts will be made to contact individuals at this number and a message regarding the availability of overtime will be left if possible.

3.C(2). If the need arises to call in personnel to work overtime to meet staffing numerical standards, the procedure used shall, amongst any other that might require calling in specialized personnel due to a serious departmental deficiency, start with the most senior Local 729 member who has signed

their letter of intention to retire on a specific date but shall not, under any circumstances, have the first option to work any available overtime if such overtime assignment will or would exceed limitations allowable by the New York State retirement system.

3.C(3). The next group of Local 729 members who have expressed interest in being called for overtime will be called by following a seniority list prepared by the fire administration office. They may select AM shift or PM shift as it is available and needed. They may either accept or reject staffing overtime, but a rejection will result in their removal from the current list with the following exceptions:

- They are already working the shift (including personnel substitutions).
- They worked night ambulance and are offered day shift overtime (36 hours).
- They are unavailable due to attending a department related school or class.
- ~~Jury Duty~~

3.C(4). In addition to these exceptions, personnel will be offered the option of one (1) refusal of shift staffing overtime without being removed from the current list. Personnel opting to refuse overtime under this condition will not be called again to work overtime until after the next time their group is scheduled to work. Personnel will only have the option of being called to work overtime before their next shift if they notify the Duty Chief (DC) that that is their preference. A second refusal will result in their being removed from the current overtime list.

3.C(5). Further, under emergency or unexpected situations, during a shift or otherwise, Local 729 members may also be called in to work overtime to specifically staff apparatus as the need arises. If possible, the Duty Chief may begin calling the night before between 18:00-21:00 if he/she recognizes a need for overtime. If the shifts are not filled the night before, members will be called (if possible), between the hours of 06:00 and 07:00 the day of the shift. They may be asked to work a 12-hour day shift (08:00 to 20:00) or a 12-hour night shift (20:00-08:00) or any part thereof.

After 07:00 the Duty Chief has the discretion to do what is necessary to bring manning up to minimum. This includes asking personnel currently on-duty if they would like to work overtime. If necessary, an IAR message will go out between 21:00-22:00 or 06:00-07:15. The following rules will apply, irrespective of the preferences mentioned heretofore in this:

1. All personnel can reply
2. Incentive personnel that have worked 48 hours in pay period can reply
3. Personnel on AL, PL or vacation can reply
4. Personnel that work in response to the IAR message will not be removed from the current overtime list.

At 07:15am, after DC's office has exhausted all their current options, a call will be made to an on-duty union liaison who work with a pre-established list of on duty crew members to identify who will stand-by/cover the staffing need.

This person can either agree to stay 12 hours or stand-by on duty until the Union/oncoming DC's office personnel can continue efforts to find a member to finish the shift.

OT spot can be split up into any combination of hours with those providing coverage.

For example, someone stands by for two hours and someone else covers the remaining ten hours. A name will be provided to the DC's office by 07:30am so the board / computer can be completed for the upcoming shift.

Personnel who have been off on sick leave will automatically use their one refusal option if an overtime opportunity arises and will not be called to work overtime until after the next time their group is scheduled to work (Unless a physician's slip is provided prior to the overtime opportunity). If the overtime opportunity arises after their next scheduled shift, and they are still off on sick leave they will be removed from the current list.

Personnel may not work overtime on their own shift while they are on vacation or personal leave. However, they may work while on an accumulated leave day (Refusal of overtime while on an AL day will not result in removal from the overtime list).

While seniority will be the normal criteria for overtime call-in, special needs or circumstances will be considered and may result in the variance from this system. This decision will be at the discretion of the Shift Commander.

Any other staffing parameters not addressed here are covered by Department staffing guidelines (SAG). However, to the extent that any provisions of this Section B and its subparagraphs conflict with SAG staffing guidelines the provisions in this Section B and its subparagraphs prevail.

In the future, the parties further agree that if the city seeks to alter or change any language in the SAG that relates to or impacts staffing, even if not mentioned in this Section B and its subparagraphs, such changes or alterations can only occur by mutual agreement in labor management discussions.

Section 4. Overtime

Section 1. All members of the Fire Bureau who are kept on duty because of a conflagration, major emergency, or to maintain manpower standards shall be paid at one and one-half times the regular hourly rate for time actually worked.

Section 2. All authorized overtime duty required of members of the Bureau of Fire shall be compensated at the rate of one and one-half times the regular hourly rate of pay. This shall be paid on the pay date following the overtime. The overtime pays for Firefighters held over at the end of their shift will be computed based upon actual time worked up to fifteen (15) minutes. Firefighters held over at the end of their shift more than 15 minutes shall be paid for one (1) hour of overtime. Firefighters held over at the end of their shift for more than 1 hour shall be paid overtime based on all the actual time worked in six (6) minute increments.

Section 3. A Firefighter who is required to report to Court or report for other duty at the direction of the Fire Chief during off-duty hours, shall be compensated at the rate of one and one-half times the Firefighter's regular hourly rate of pay with a minimum payment of three (3) hours.

Section D. Working Rules

Section 1. Nothing herein shall be deemed to prohibit the adoption of rules by the Bureau for the operation of the Bureau, providing such rules do not conflict with any of the provisions of this Agreement, and there shall have been prior consultation before adoption of the rules with officers of Local 729.

Section 2. The Labor-Management Committee otherwise provided for in this Agreement shall be empowered to undertake consultation on either work schedules or vacation schedules at the request of either party.

Section 3. Any agreed vacation and/or work schedule shall be presented to fire personnel no later than December 15. Any new vacation and/or work schedules shall be effective January 1.

Section 4. Results of any written or oral examinations or tests will be held in strict confidence between the individual member and any person of supervisory capacity. Except for Civil Service tests, which are public information. The confidentiality of this Section is not intended to include legal or grievance proceedings where the results of examinations or tests are reasonably necessary for the prosecution or defense.

Section 5. Any reprimand shall be given in a manner that will not embarrass the Firefighter before other Firefighters or the public.

Section E. Fire Bureau Regulations

Section 1. All rules and regulations of the Binghamton Fire Bureau not covered by this Agreement shall be covered in general or special orders and by the published Binghamton Fire Bureau Rule Book. A new revised rule book shall be published at least once every five (5) years. The Association shall be consulted in any revision of the Rule Book.

Section 2. All general and special orders shall be in writing signed by duly authorized officers of the Bureau.

Section 3. All administrative verbal orders of a continuous nature shall be followed by a written order within ninety-six (96) hours to remain effective, with proper authorized signatures, and shall be placed on station bulletin boards for a period not less than thirty (30) days.

Section F. Maternity Leave

The Pregnancy and Discrimination Act allows a pregnant employee to continue to work in her position until such time as she and her doctor determine she needs to work in a modified duty role. For the purposes of this contract, the Firefighter will continue to work in the modified duty role until such time as the Doctor removes the Firefighter from modified duty. At that time, the Firefighter will go on Family Medical Leave Act (FMLA) leave and will abide by the City of Binghamton's FMLA policy.

The Firefighter will remain on FMLA leave as long as she is considered disabled. When her doctor no longer considers her disabled, she can elect to no longer be on FMLA and can use the remainder of her 12 weeks of FMLA leave as unpaid, vacation, PL or any paid time available to her

or any combination of time. This will not be counted as FMLA time. Time used while on maternity leave will be accounted for based on a modified duty work schedule of 10-hour days.

Section G. Light Duty

The City will allow Firefighter on light duty to work a schedule of four (4) days per week, ten (10) hours per day. Said Firefighters under this schedule will not be required to work on Saturday or Sunday. Firefighters on this schedule will be required to stay at the Training Center or a City Fire Station for their lunches.

The day off each week will be designated by the Chief. The intent is to have the same day off each week; however, the Chief may change the day off for operational reasons on at least one (1) week's notice to the Firefighter. The firefighter on light duty can submit a request to the Chief to have his/her day off changed in order to attend a medical appointment relating to the Firefighter's injury. The notice of appointment from the Doctor's office must be provided to the Chief at least one (1) week in advance. In their sole discretion, the Chief may consider other requests to change the day off for a Firefighter on light duty. The Chief will make the final decision, and it will not be grieved.

Section H. Medical or Physical/Occupational Therapy Appointments

Any firefighter who is injured in the line of duty and who has either (i) been approved for General Municipal Law ("GML") § 207-a benefits or (ii) has a pending application for GML § 207-a benefits, which has not been contested by the City in writing, and is working modified duty as a result of such injury or illness, shall be granted up to two (2) hours of paid leave time, including travel, on Monday-Friday between the hours of 9 am to 5 pm for medical and/or physical/occupational therapy appointments related to such injury or illness.

This Agreement, as it applies to medical appointments, is limited to one medical appointment every two (2) weeks. Additional medical appointments must be outside the hours of Monday-Friday 9 am to 5 pm or the firefighter may use sick time in two (2) hour increments.

This Agreement, as it applies to physical/occupational therapy appointments, is limited to two (2) appointments per week for the first thirty (30) calendar days after the firefighter begins modified duty. After thirty (30) days, all physical/occupational therapy appointments must be outside the hours of Monday- Friday 9 am to 5 pm or the firefighter may use sick time in two (2) hour increments.

Also, for medical or physical/occupational therapy appointments, the Fire Chief, in his discretion, may approve adjustments in the firefighter's modified duty work schedule to accommodate an appointment, *e.g.*, to allow a firefighter to work 8 am to 4 pm to accommodate a 4:30 pm appointment.

For medical and physical/occupational therapy appointments on paid time, the Fire Chief may request proof directly from the provider to confirm appointments and length of appointments. The firefighter will sign any release necessary for the Fire Chief to receive this information. False reporting by a firefighter or refusal to provide a release may subject the firefighter to discipline, pursuant to the procedures in the collective bargaining agreement.

This Agreement does not apply to any firefighter on full duty.

ARTICLE 4 - VACATIONS

Section A. Firefighters shall be granted vacation in each calendar year as follows: One (1) twenty-four (24) hour shift on six (6) month anniversary from their date of hire; One (1) twenty-four (24) hour shift on one (1) year anniversary; Two (2) twenty-four (24) hour shifts on two (2) year anniversary; Four (4) twenty-four (24) hour shifts on three (3) year anniversary; Six (6) twenty-four (24) hour shifts on four (4) year anniversary. (Members assigned to the Fire Prevention Staff shall receive sixteen (16) ten-hour shifts after four (4) years; All Firefighters with twenty (20) or more years of service shall be granted an additional two (2) 24-hour shifts of vacation. Members assigned to the Fire Prevention Staff with twenty (20) or more years of service shall be granted an additional six (6) ten-hour shifts of vacation.) Said additional two (2) vacation shifts may or may not be consecutive and said additional two (2) vacation shifts for Line Personnel shall be arranged between the individual and his/her Duty Chief after all others have selected their vacations (staff officers, Fire Lieutenant and Fire Captain regularly assigned to fire prevention are covered by Section D).

Vacations are to be taken on or after the date earned until a member reaches two (2) complete years of service. After a member reaches their two (2) year anniversary, then a member can take vacation time before the day is actually earned. However, if a member is terminated, resigns, or retires prior their anniversary date and said vacation time was taken, the members payout will reflect a reimbursement of said vacation time.

Vacations may be taken one (1) shift at a time, other than staff officers and the Fire Lieutenant and Fire Captain regularly assigned to fire prevention who are covered by Section D. Said additional time will be selected on a seniority basis and on an as-available basis at the Chief's discretion. Three (3) Firefighters (Line Personnel) per shift can take vacation.

Section B. Unused vacation time cannot be carried over and will not be paid out if it is not used by the end of each calendar year. If a Firefighter retires or resigns in good standing, they will be paid out for any unused vacation time. In no circumstances will any vacation time be carried over to the following year.

Section C. Line Officers and Firefighters shall pick vacations within the group to which they are assigned, with officers picking first by seniority and Firefighters picking second by seniority. No more than two (2) Assistant Chiefs will take vacation at the same time, unless permission is granted by the Chief of the Department.

Section D. Staff Officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention shall choose vacations separate from Line Officers and Firefighters. Vacations shall be based upon seniority and as available, at the discretion of the Chief of the Department.

Section E. If a member wishes to swap a vacation day with another member, they can do so with written notice to the Fire Chief or their designee.

ARTICLE 5 - SICK LEAVE

Section A. Sick leave for connected injury or illness shall be computed at the rate of one (1) sick day per month and may be accumulated. All employees appointed to the Fire Bureau from other City departments shall be entitled to the transfer of two-thirds (2/3) of all accumulated non-Fire Bureau City-earned sick days upon appointment to the Fire Bureau. Sick leave for new members shall start accumulating at the date of entry in the Department. Sick leave shall be deducted at the rate of two (2) sick days for Line Firefighters per use and one (1) sick day per use for all staff, including but not limited to Lieutenants, Captain and Fire Marshal assigned to the Fire Marshal office and Training Instructor and EMS Captain assigned to the Training Office regularly assigned to Fire Prevention because of connected injury or illness.

Section B. Any Firefighter that has been absent five (5) different times (for any length of time per absence) over a twelve (12) month period without a relevant provider's note will be required to visit a relevant provider each and every time that the Firefighter is absent due to illness thereafter, within the twelve (12) month period in which he/she has five (5) undocumented different absences and to provide, at their own expense, a return to duty note from the relevant provider to the supervisor, upon returning to work to cover the period of the absence. Any Firefighter that is absent two (2) or more consecutive sick shifts or any staff member that is absent five (5) or more consecutive sick shifts shall be required to consult a relevant provider and provide a return to duty note upon returning to work. In the case of extended absences, new medical documentation will need to be provided periodically as deemed necessary and reasonable by the Department of Personnel.

When a firefighter is going to be out for four or more shifts (or two weeks for office staff), they are required to notify the Chief as soon as they are aware, but not the reason for their absence.

The Chief retains the right to determine if sick time is being abused and to take disciplinary action if warranted.

Section C. Consistent with past practice, payment of sick days will be calculated by multiplying the hourly rate of pay times eight (8) hours per day times the number of accumulated sick days. Maximum accumulated sick time for payout purposes, upon retirement or leaving the City's service in good standing, eligible to retire, will be set at one hundred fifty (150) days with maximum payout set at two-thirds (2/3) of accumulated days up to a maximum payout of one hundred (100) days. For example, an eligible employee with one hundred fifty (150) accumulated days would receive a payment of hundred (100) days pursuant to this paragraph. Payment will be made within thirty (30) days of retirement or leaving service. The hourly rate of pay will be calculated in accordance with past practice.

Section D. A Committee may be established to determine eligibility for donations of accrued time from members in the event of a disaster or illness. The Committee will consist of two (2) individuals appointed from Local 729 and two (2) individuals appointed by the mayor. A determination of eligibility requires three (3) votes by the Committee. The eligibility determination is not subject to any grievance or arbitration process.

The maximum allowed in the sick bank is One Hundred Thousand Dollars (\$100,000). In order to donate to the bank, a member must have a minimum of fifteen (15) sick days on the books. Donations to the bank may be made in December of each year. A member may donate up to five (5) sick days per year. Once donated, the time cannot be taken back. Sick time usage for donation purposes is only applicable to this Section of this Agreement.

The donated time will be valued at the donor's rate of pay at the time of donation and will be given to the recipient at his/her current rate of pay.

Accounting of the transfer to donated time shall be the sole responsibility of the City.

The Committee may request that the City allow members to donate sick days, other than in December, if the fund balance falls below Twenty-Five Thousand Dollars (\$25,000) at any point in time. It will be at the Committee's discretion whether to allow this.

ARTICLE 6 DEATH BENEFITS

Section A. Unused compensatory time, overtime, holiday, and vacation pay shall be paid over to the department member's surviving spouse or, if there be none, to the beneficiary or estate, within thirty (30) days of the termination of employment because of death. Payment shall be at the hourly rate set forth in this Agreement.

Section B. The City agrees to continue the provisions of General Municipal Law Section 208-b to provide death benefits for beneficiaries of Firefighters of the City of Binghamton if the mayor shall determine, based on the evidence, that such Firefighter met the statutory criteria.

Section C. The City shall pay to the Firefighter's surviving spouse or, if there be none to the beneficiary or estate of a Firefighter, two-thirds (2/3) of up to one hundred fifty (150) accumulated sick days to a maximum payout of one hundred (100) days. For example, an eligible surviving spouse, beneficiary or estate of Firefighter with one hundred fifty (150) accumulated days would receive a payout of one hundred (100) days. Such payment shall be made within thirty (30) days of termination of such employment because of death. Payment shall be at the hourly rate set forth in this agreement. Notwithstanding the above, the City shall pay the Firefighter's surviving spouse or, if there be none, the beneficiary or Estate of a Firefighter, 100% of accumulated sick leave days of a Firefighter killed in the line of duty.

Section D. A surviving spouse and/or surviving dependent children (as defined by State Law) of a Firefighter killed in the line of duty shall receive health insurance coverage under the City's plan. The surviving spouse and/or surviving dependent children shall contribute the same percentage or amount contributed by current members, as the same may be adjusted from time to time to the annual cost of insurance premiums. The City shall pay the remaining cost. A surviving spouse or dependent child who leaves the plan shall have no right to return in the future. No new non-biological children, husband or wife shall be added to coverage by virtue of this provision. Exceptions for coverage will be considered and made on a case-by-case basis by the city. A surviving spouse shall only be eligible for coverage until he/she is eligible for health coverage under the Federal Medicare Program.

ARTICLE 7 PERSONAL LEAVE

Two (2) twenty-four (24) hour shifts for personal leave shall be granted to all members of the Bureau of Fire, except staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention, who shall receive three (3) personal leave days. Firefighters, except staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention, shall be permitted to take 24-hours of personal leave in two (2) twelve (12) hour periods. Request for such leave shall be made twenty-four (24) hours in advance, except in case in the member's emergency. Leave must be approved by the Duty Chief, whose approval shall not be unreasonably withheld. Personal leave days shall not be cumulative or carried over to the following year. Unused personal leave days are paid out upon retirement or resignation in good standing.

Chiefs, Acting Chiefs, Assistant Chiefs, and Acting Assistant Chiefs shall grant a member a minimum of two (2) hours off duty in emergency cases of sickness, accident, or other emergency occurring in the member's immediate family which shall be defined as spouse, parent, sibling, child, mother and father-in-law, and grandparents, grandparents-in-law, grandchildren, brother and sister-in-law, step-Mother and step-Father, step-siblings, step-child, significant other and significant other's Mother, Father, brother, sister or child. A significant other is defined as the member's domestic partner. A domestic partner must be a resident of Broome County, 18 years old or older, neither is married or related by blood, in a close and committed relationship, and neither was in a committed relationship in the preceding 6 months.

One (1) full 24-hour shift shall be granted to a member in case of death in his/her immediate family, as defined above. In case of a domestic partner, this is to be used within 2 weeks of the death unless approved by the Chief.

In case of extreme emergency, additional time off duty may be granted, despite the fact that the circumstance of such case may not be herein described.

Members shall be continually mindful of the fact that the provisions and benefits to them as outlined above are not to be abused. All cases shall be at the discretion of the Chief or his/her designee.

The first two requests for personal leave shall be granted per 12-hour periods. Additional requests may be granted subject to the discretion of the Duty Chief.

ARTICLE 8 INSURANCE

- A. For all members hired prior to 9/30/2011, the City will provide coverage under the Blue Cross/Blue Shield of Central New York Classic Blue Regionwide Plan; and the Blue Cross/Blue Shield of Central New York Dental Program Basic Coverage Schedule of Allowances Schedule A; and the Supplemental Basic Benefits Rider Schedule of Allowances Schedule A; and the Periodontics Benefits Rider Schedule A and the Orthodontic Benefits Rider Schedule A and the Blue Cross/Blue Shield Vision Expense Schedule of Allowances Schedule A.

- B. All members hired after 9/30/2011 will be enrolled in the Blue Cross/Blue Shield PPO Plan. Employees on the PPO Plan will contribute the following percentages of the premium as of the date indicated with the city paying the balance of the premium:

	Member pays	City pays
Upon execution of this agreement	18%	82%
January 1, 2026	18%	82%
January 1, 2027	18%	82%
January 1, 2028	18%	82%

- C. For all members receiving coverage under the plans described in Paragraph A above will contribute the following percentage of the premium as of the date indicated with the city paying the balance of the premium

	Member pays	City pays
Upon execution of this Agreement	20%	80%
January 1, 2026	20%	80%
January 1, 2027	20%	80%
January 1, 2028	20%	80%

- D. These premiums shall be automatically subject to the City flex benefit unless the individual requests to opt out of the flex plan in writing, said opt out waiver must be exercised in the month of December for the following year.
- E. The annual deductibles for Classic Blue Regionwide are \$100.00/\$300.00 and the annual stop-loss maximum under the current major medical component of the plan is three thousand dollars (\$3,000.00).
- F. The City may change to another health insurance carrier other than the above plan, providing the same benefits only by mutual consent of the parties.

The city agrees to cooperate and provide copies of all information regarding health care expenses paid by the city for the Firefighters.

- G. Health insurance coverages will begin on the first day of employment for new hires. Health insurance for active employees will end on the last day of employment.

ARTICLE 9 - UNIFORM ALLOWANCE

Section A. Effective January 1, 2019, the City shall pay One Thousand Dollars (\$1,000) per unit member and One Thousand Two Hundred Dollars (\$1,200) for new hires in their first year. Such allowances shall be paid for the Fire Mechanic and all Firefighters, except those permanently classified as 207(a). Said allowance shall be pro-rated during the year for each month of service and will be paid not later than March 1, unless extended by mutual agreement, for thirty (30) days. Firefighters shall receive no more than one (1) clothing allowance per calendar year. Effective January 1, 2018, the uniform allowance will be prorated on a monthly basis for the calendar year in which a Firefighter retires.

All Firefighter members will provide themselves with approved fire-retardant station wear as specified under N.F.P.A. 1975. The City shall be responsible for replacing items of "turnout gear" which are damaged in the direct line of duty. The City and the Union shall jointly form a Review Committee to handle any disputed claims regarding the administration of this provision. The Review Committee shall include the Chief of the Bureau or his/her designee, a union designee and the City's Director of Purchasing.

Section B. There shall not be any change in the type of uniforms, work clothes or work turn-out gear presently used during the term of this Agreement except by mutual agreement of the Labor-Management Committee.

Section C. If a member is terminated or resigns not in good standing, they must return all gear and uniform (any clothing with "BFD" or City insignia) to the City of Binghamton.

ARTICLE 10 – RETIREMENT

Section A. For all members of the Bureau of Fire, the city will continue the retirement plans in effect. Pursuant to New York State Retirement Law, those members of the Bureau of Fire hired:

Before July 31, 1973, shall be governed by Tier I.

On or after July 31, 1973, through June 30, 2009, shall be governed by Tier II.

On or after July 1, 2009, through January 8, 2010, shall be governed by Tier III.

On or after January 9, 2010, through March 31, 2012, shall be governed by Tier V.

On or after April 1, 2012, shall be governed by Tier VI.

For all members of the Bureau of Fire, the city will continue the retirement plans in effect, as outlined below, as modified by the requirements of the applicable State statutes now in effect:

1. One (1) year averaging of final salary in accordance with Article 8, Section 302(9)(d) of the New York State Retirement and Social Security Law. All current and future firefighters are entitled to 1 year FAS.
2. Twenty-five (25) year one-half (1/2) pay retirement.
3. Twenty-five (25) year one-half (1/2) pay retirement with one-sixtieth added for each additional year of service.
4. Twenty (20) year one-half (1/2) pay retirement.
5. The provisions of New York Retirement and Social Security Law, Section 375-i (the improved career plan).

The city will make no attempt to exclude or block application of Section 375-i to 207-a Firefighters.

Section B. Upon retirement or separation from service, any uncontested net leave balance of vacation, sick leave, and personal leave, and any other monies due to a member pursuant to this Agreement will be paid within thirty (30) days of the City's receipt of a fully executed Separation Check-Out Record. Any contested leave time or payment will be noted on the Separation Check-Out Record. E.G., if there are up to one hundred (100) days eligible for reimbursement and forty (40) days are in dispute or in a negative balance, the City will reimburse the Member for sixty (60) eligible days pending resolution of the disputed days.

ARTICLE 11 - OUT-OF-TITLE WORK

Section A. If any Firefighter is assigned to fill a temporary vacancy caused by another Firefighter's vacation, sickness, leave of absence or for any other reason which requires such Firefighter to perform work in a higher paying classification, he/she shall be compensated at the next higher rate of pay of the higher classification. If such work must be performed in a lower classification, in no case shall the Firefighter be compensated less than his/her regular established rate of pay.

Section B. If a member works out of title for less than a complete work shift, the member will be credited as follows:

1. If a member works less than six (6) hours out of title during a shift, no out of title credit will be received.
2. If a member works six (6) or more hours out of title during a shift, the member shall receive a minimum of twelve (12) hours out of title credit.
3. If a member works twelve (12) or more hours out of title during a shift, the member shall be paid for hours actually worked out of title.

Section C. All fire apparatus will have an officer or acting officer in charge at all times.

Section D. If a line Captain's position is vacant due to promotion, retirement or a catastrophic event, the Lieutenant who is eligible to fill the position will start earning out-of-title credit as soon as the vacancy occurs. In the event of a temporary Captain's position vacancy due to illness or other events (of a short-term nature or not listed above), not including vacation or personal leave time, the eligible Lieutenant will start earning out-of-title after thirty days from the captain's last shift worked.

The Chief has the right, at their sole discretion, to grant out-of-title anytime if he feels it is warranted.

ARTICLE 12 - REGULAR HOURLY RATE OF PAY

In accordance with past practice, the regular hourly rate of pay is the annual salary divided by 2080 hours. The "annual salary" is the sum of salary, longevity payments, educational benefit increase (\$400 or \$600) and five percent or three percent (5% or 3%) paramedic pay, when applicable. Members working out of title while on overtime will have their regular pay adjusted to the next higher classification before overtime is computed.

ARTICLE 13 - BULLETIN BOARD

The Association shall have the right to post notices and communications on the bulletin boards situated in an appropriate place at the Fire Bureau, subject to the approval of the Fire Chief as to the contents thereof.

ARTICLE 14 - RELEASE TIME FOR ASSOCIATION BUSINESS

Section A. The City will give release time with pay to Officers and Delegates designated by the Association for Association business, but this shall be limited to a maximum of two (2) Firefighters at any one (1) time; except that for conventions of the International Association of Firefighters which is biannual, and the New York State Firefighters, which is annual, the maximum shall be three (3) Firefighters at any time. The Fire Chief will be notified at least five (5) days prior to such release time requested.

Section B. The City will give release time with pay, not to exceed three (3) representatives at any one time, to those members designated by the Association, to participate as a negotiating committee and/or fire labor management committee to conduct Association business pursuant to the Agreement.

Section C. The City will allow the following for Line of Duty Deaths: The President or Secretary of the Union, Local 729, may request to attend LODD, and receive release time with pay, not to exceed one (1) shift in total, if it is geographically feasible (6 hours or less by car). Due to the short notice, the request does not have to be made five (5) days prior as required under (A) above but must be made as soon as is practicable for manpower planning.

ARTICLE 15 - GRIEVANCES

Grievances within the Department shall be handled in accordance with the procedures established pursuant to Resolution No. 21 1963, duly adopted by the Binghamton City Council September 23, 1963.

ARTICLE 16 - CONTRACT ADMINISTRATION

In the event of a dispute between the parties to this Agreement involving the interpretation or application of any provisions of this Agreement, either party shall have the right to resolve the dispute in the follow manner:

Section A. The dispute shall be presented within ten (10) calendar days of its occurrence and discussed by the Deputy Commissioner of Public Safety and representatives of the Association. The Section aggrieved shall be spelled out in writing. If these discussions fail to produce a satisfactory agreement within five (5) calendar days, a written record of the dispute shall be made by each party to this Agreement. Such written record shall be forwarded within five (5) calendar days to the Mayor and the President of the Association.

Section B. The Mayor or the Mayor's representative shall discuss the dispute with the representatives of the Association within seven (7) days of receipt of the written record.

Section C.1. If the dispute is not settled within fourteen (14) calendar days, either party may take the dispute to arbitration upon the service of written notice to the other party of intention to do so; said notice shall be served within ten (10) calendar days; otherwise, the right of arbitration of such dispute shall be deemed waived.

Section C.2. Within five (5) workdays after such written notice of submission to arbitration, the City and the Association will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association for the selection of an arbitrator.

Section C.3. The selected arbitrator will hear the matter promptly and will issue a decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusion on the issues.

Section C.4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

Section C.5. The decision of the arbitrator shall be final and binding upon all parties.

Section C.6. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the city and the Association.

Section D. Nothing contained herein shall be deemed to alter in any way the grievance procedure adopted by the City pursuant to the provision of the General Municipal Law, regarding grievances of individual members.

ARTICLE 17 - FIRE LABOR - MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement. This Committee shall be limited to three (3) labor and three (3)

management members and shall meet at the request of either party upon reasonable notice to the other party, no less than two times per year, but not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

It is agreed that the Committee will continue to discuss the implementation of a disciplinary policy and issues pertaining to the process for determining and administering claims under General Municipal Law 207-a, impacts of the New York State Marijuana Regulation & Taxation Act of 2021, and any agreed upon policy or procedures will be implemented into the Contract by way of a Memorandum of Agreement. A failure to reach agreement on any of these topics will not be considered a breach of this Contract.

ARTICLE 17B - LABOR/MANAGEMENT SAFETY AND HEALTH COMMITTEE

A labor/management safety and health committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern relating directly or indirectly to the safety and health of the members of the Binghamton Fire Department. This committee shall be limited to three (3) labor and three (3) management members who shall meet at the request of either party upon reasonable notice to the other party, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

ARTICLE 18 - EXECUTION

No amendment or alteration of this Agreement shall be binding, unless it is in writing and signed by the mayor as authorized by City Council and by two (2) duly authorized representatives of the Association.

ARTICLE 19 - SAVING CLAUSE

This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

ARTICLE 20 - LEGISLATIVE ACTION TAYLOR LAW - 204(A)1

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 21 - TERM OF CONTRACT

This contract shall be effective January 1, 2025, and the expiration date will be December 31, 2028.

ARTICLE 22 - RETROACTIVE CLAUSE

No retroactivity in the term of this Contract, unless otherwise provided herein.

ARTICLE 23 - SALARY

Section A. Members will receive the following salaries:

	1/1/2025	1/1/2026	1/1/2027	1/1/2028
Deputy Chief	\$105,612	\$108,780	\$113,131	\$117,656
Fire Marshal	\$105,612	\$108,780	\$113,131	\$117,656
Assistant Chief	\$101,892	\$104,949	\$109,147	\$113,513
Fire Training Instructor	\$101,892	\$104,949	\$109,147	\$113,513
Fire Captain	\$93,535	\$96,341	\$100,195	\$104,202
Fire Lieutenant	\$87,033	\$89,644	\$93,230	\$96,960
Firefighter 1 st Grade	\$79,603	\$81,991	\$85,271	\$88,682
Firefighter 49-60 months	\$69,665	\$71,755	\$74,625	\$77,610
Firefighter 37-48 months	\$64,995	\$66,944	\$69,622	\$72,407
Firefighter 24-36 months	\$58,601	\$60,359	\$62,744	\$65,285
Firefighter 12-23 months	\$52,978	\$54,567	\$56,750	\$59,020
Firefighter less than 12 months	\$46,209	\$47,596	\$49,500	\$51,480

Section B. Upgrading of Firefighters is to take effect on their anniversary date.

Section C. Employees covered by this Agreement, including 207-a firefighters, shall receive longevity payments of \$900 after eight (8) or more years of continuous service with the City; \$1,700 after fifteen (15) or more years of continuous service with the City; \$2,100 after twenty (20) or more years of continuous service with the City. Longevity payments are not cumulative. Longevity amounts will be added on the anniversary date of the year of service.

Section D. Firefighters hired before 1/1/12 shall be compensated an additional Two Dollars (\$2.00) per hour when assigned to fire ambulance duty. Firefighters assigned to ambulance duty will be limited to two (2) members per shift. This Section shall not apply to ALS personnel who are compensated pursuant to Section F below. Firefighters hired on or after 1/1/12 will not receive this additional compensation.

Section E. Firefighters who voluntarily serve the Bureau of Fire as Emergency Medical Technician Instructors, a maximum of two (2) per group or as Municipal Fire Instructors, maximum of 2 per group shall be compensated at an additional Twenty-seven Dollars and Eight Cents (\$27.08) per pay period (semi-monthly).

Firefighters who voluntarily serve the Bureau of Fire as an SCBA Technician, ALS Technician or Hose Repair Technician shall be compensated at an additional Twenty-Seven Dollars and Eight Cents (\$27.08) per pay period (semi-monthly). There will only be one of each of these positions.

Instructors shall be limited to two (2) members per work group for a total of eight (8) instructors.

Section F. Upon satisfactory completion of the New York State Health Department Paramedics course and receipt of certification, a Firefighter's participating in the ALS Program shall receive an adjustment equal to five percent (5%) of their base salary. In addition, the EMS Coordinator, provided he/she is a paramedic, shall receive an adjustment equal to five percent (5%) of his/her base salary. This five percent (5%) adjustment for both Firefighters and the EMS Coordinator shall be added to base salary for all purposes including overtime compensation, social security and retirement and paid in semi-monthly installments.

Any Firefighter receiving the benefits under this sub-division, who through permanent promotion or transfer will no longer be able to be assigned to ambulance duty, will cease to receive the five percent (5%) paramedic adjustment.

Any Firefighter receiving the benefits under this sub-division, who through promotion or assignment to the Fire Marshal's Office as a Fire Investigator and temporarily can no longer be assigned to ambulance duty will have his/her paramedic adjustment reduced to three percent (3%) as long as his/her paramedic certification is maintained. If further promotion or assignment returns the individual to a position where the individual is regularly assigned to the ambulance, he/she will receive the five percent (5%) paramedic adjustment.

In the event that a firefighter hired after 2012 has served the City for 10 or more years as a certified paramedic, they may be granted the ability to opt-out of such service and will cease to receive the five (5%) percent paramedic adjustment.

Section G. Effective September 1, 2013, any paramedic assigned to ambulance duty shall receive an additional Seven Dollars (\$7.00) per hour for each twelve (12) hour shift assigned to ambulance duty in excess of eighteen (18) (twelve (12) hour) shifts per calendar year.

Section H. The members of the Fire Bureau and the City of Binghamton will maintain a minimum of 55 paramedics. The city will send members for paramedic certification and training to maintain this minimum. Members will provide twenty-four (24) months notification, when possible, before departing the ALS program.

All members hired after 1/1/12 shall attend paramedic certification and training when required to maintain the minimum number listed above. A member will not be sent if they are assigned to modified duty.

Selection for paramedic training and certification will be done on a volunteer basis. If there are no volunteers, senior members hired after 1/1/2012, will be selected to attend at the discretion of the Chief of the Department, Assistant Chiefs, EMS Captains and group paramedic instructors.

When the member is selected to attend paramedic certification and training, the City of Binghamton and the Fire Department, will fully support the paramedic student.

The paramedic student will be required to put forth a conscious effort while meeting all parameters and deadlines outlined in the paramedic curriculum, outside of extenuating circumstances that do not allow this to be accomplished.

Paramedic certification tests will follow the current guidelines set forth by the New York Department of Health and the paramedic program.

If a paramedic student does not complete the appropriate requirements for the paramedic program, they will be required to pay back tuition and face consequences up to termination at the discretion of the Fire Chief.

Departure from the ALS program shall be submitted to the Fire Chief with twenty-four (24) months' notice, when possible. If multiple requests for departures are received, the requests will be acted upon based on length of time served in the ALS program and then seniority in the fire department.

Section I. Effective 1/1/2025, all members serving as Paramedic Preceptor will be paid an additional \$4 per hour while serving in the role of a Paramedic Preceptor.

ARTICLE 24. OSHA MANDATED EXAMS

All firefighters shall be entitled to applicable OSHA mandated exams and physicals (i.e. both Respirator Fitness exam and Haz-Mat physicals) and the cost of such exams and physicals shall be born by the City. Such exams shall be completed by July 1st of each year.

City will provide members with an additional cancer screening fund of \$35,000/year.

ARTICLE 25 - MISCELLANEOUS

It is mutually agreed that for purposes of this Agreement, the term Firefighter(s) shall include all members of the Bureau of Fire where applicable. The terms Firefighter(s) and All members of the Bureau of Fire shall not include the Fire Chief, Superintendent of Maintenance or clerical office staff.

ARTICLE 26 - INCENTIVE PAY

Educational Incentive

If the Employer gives prior written approval, then a Firefighter will be reimbursed for courses taken on the employee's own time. A written request for approval shall be made by the Firefighter to the Chief prior to course registration. The Chief shall forward said request to the mayor with his/her recommendation, if any. Tuition payments by the employer will not be made in excess of Six Thousand Dollars (\$6,000) per year effective 1/1/2017, Seven Thousand Dollars (\$7,000) per year effective 1/1/2018, and Eight Thousand Dollars (\$8,000) per year effective 1/1/2019. Courses eligible for reimbursement under this Article shall be limited only to courses necessary for the Firefighter to fulfill the necessary course work for an associate's degree in Fire Science, or Emergency Management, or a Bachelors' Degree in Fire Science or the Paramedic Program.

All members who currently hold a two-year (Associate) degree in Fire Science, Emergency Management, or the Paramedic Program from a State accredited institution shall have their annual salary increased by Four Hundred Dollars (\$400.00). Any members who obtain such degree shall receive the aforesaid increase.

All members who currently hold a fire related, Fire Science or Emergency Management, Bachelors' Degree from a State accredited institution shall have their annual salary increased by Six Hundred Dollars (\$600.00). Any members who obtain such degree shall receive the aforesaid increase.

Upon satisfactory completion of the New York State Health Department Paramedic course and receipt of certification, the Firefighter will receive a one-time stipend in lieu of overtime of Three Thousand Dollars (\$3,000.00). Paramedic students will continue to be required to report to work during the active school year as currently administered.

Peer Support Team

The city recognizes that the Association has and maintains a "Peer Support Team." So long as the Association maintains a "Peer Support Team," the City agrees to designate \$5,000 per year, beginning January 1, 2022, to the Bureau for distribution and allocation to the Peer Support Team at the discretion of the Chief, so long as such allocations are not towards member stipends or salaries.

Distribution and allocation include but is not limited to educational classes, training materials, manuals, and the printing and distribution of information.

Fitness Incentive

- A. The fitness incentive described in this herein Section shall commence 1/1/2024.
- B. For members to receive the below \$300 fitness incentive, a Firefighter must pass a fitness test held after their annually required OSHA examinations articulated in Article 24. The Personnel Department in conjunction with the Fire Union shall coordinate sufficient testing dates to accommodate participants. Firefighters are not allowed take the fitness exam during working hours.
- C. The fitness test will consist of the CPAT exam used for the Fire Entrance Exam with a time limit of no more than 18 minutes which includes the 3:20 for the stair master station. It will be the responsibility of the Fire Union to announce the fitness testing days and recruit members to participate. The Fire Union will provide a list of participating members to the Personnel Department at least 24 hours in advance.
- D. Members will participate on a voluntary basis; no overtime or comp-time will be allowed. Members who fail will not face disciplinary action. To qualify, the Fire Union must recruit the following percentage of members to participate each year (percentage shall be adjusted for new hires, retirements, etc.). The percentage will start at minimum 50% participation and 50% passing of the participation number. The percentage will increase by 1% each year until the percentage reaches a maximum of 65% for both participation and passing rates of participants. If the percentage is not an even number, the number will be rounded down.
- E. Fitness incentive payments shall be paid by December 15th of the year of passing.

ARTICLE 27 - NOTIFICATION OF INJURY OR SICKNESS FOR GENERAL MUNICIPAL LAW SECTION 207-a CLAIMS AND PROCEDURE SUBSEQUENT TO INITIAL DETERMINATIONS BY THE CITY.

Section A. Notification of injuries or sickness for claims under General Municipal Law Section 207-a shall be considered satisfactory if notification is given consistent with notification of accident and claims under the New York State Workers' Compensation Law.

Section B. REVIEW OF INITIAL DETERMINATIONS OF THE CITY WITH RESPECT TO GENERAL MUNICIPAL LAW SECTION 207-a

The City of Binghamton will make all initial determinations under General Municipal Law Section 207-a including whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties; the providing of medical, surgical or other treatment; whether the Firefighter is able to perform his/her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his/her status as a Firefighter; and whether a Firefighter shall forfeit his/her entitlement to payments pursuant to General Municipal Law Section 207-a for engaging in any employment other than as provided for by the statute.

Subsequent to the City's initial determination under the statute as to whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties, should the

Firefighter disagree with the City's determination, the dispute related thereto will be submitted to final and binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association by service of a written Notice of Intention to demand arbitration served by Certified or Registered Mail within thirty (30) days of the initial determination disagreed with. The parties will then be bound by the Rules and Procedures of the American Arbitration Association for selection of an arbitrator and for further procedures.

Determinations, other than the initial determination as to whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties, including determinations as to the providing of medical, surgical or other treatment; whether the Firefighter is able to perform his/her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his/her status as a Firefighter; and whether a Firefighter shall forfeit his/her entitlement to payments pursuant to General Municipal Law Section 207-a for engaging in any employment other than as provided for in the statute and disputes and disagreements with respect to said determinations will be resolved in accordance with the current City procedure using an impartial hearing officer appointed by or on behalf of the Mayor, with disputes and disagreements related to the hearing officer's determination on such matters resolved in accordance with Article 78 of the CPLR.

Section C. 207-a LEAVE TIME BENEFIT

Firefighters injured and disabled in the performance of duty will be paid for unused leave time in the year in which they were disabled under General Municipal Law 207-a in the year following the year he/she was awarded 207-a benefits, provided the Firefighter was continuously on 207-a for at least six (6) consecutive months. Such six (6) consecutive months can be over the year that the Firefighter was disabled and the following year.

A Firefighter who returns to work from 207-a in a new calendar year for less than sixty (60) days and thereafter goes out on 207-a for the same injury, will only be eligible to receive a proportionate amount of leave time earned during such less-than-60-day period, and may not be credited with a full year's leave time.

ARTICLE 28 - RETIREMENT INCENTIVE

All members who retire within one (1) year after initially becoming eligible for retirement will receive a payment of Two Thousand Five Hundred Dollars (\$2,500.00). Any Firefighter granted either an accidental disability retirement or performance of duty disability retirement pursuant to Section 363-a and/or Section 363-c of the Retirement and Social Security Law shall be entitled to the payment of Five Hundred Dollars (\$500.00) for each year in service or fraction thereof up to the maximum payment of Two Thousand Five Hundred Dollars (\$2,500.00).

ARTICLE 29 - HEALTH INSURANCE BONUS

Members who are eligible for family coverage with the City and choose not to carry the coverage with the City but elect to carry the coverage through their spouse's plan, the military or the member's other employer (i.e., electrical union), will receive a minimum of Two Thousand Six

Hundred Dollars (\$2,600), per the schedule below. In order to be eligible for this payment, the member is required to provide proof to the City they are covered under their spouse's coverage, military coverage or another employer of the member. Effective with Firefighters hired on or after 1/1/2017, members eligible for single coverage who opt out are not eligible for a health insurance bonus.

Effective January 1, 2017, and every three (3) months thereafter (April 1st, July 1st and October 1st) the amount of the cash "payout" will be adjusted pursuant to the following schedule:

<u>Instead of Health Insurance Coverage</u>	<u>Electing the "Payout"</u>
1-19 Unit Members	\$2,600
20 Unit Members	\$2,700
22 Unit Members	\$2,800
24 Unit Members	\$2,900
26 Unit Members	\$3,000
28 Unit Members	\$3,100
30 Unit Members	\$3,200
32 Unit Members	\$3,300
34 Unit Members	\$3,400
36 Unit Members	\$3,500
38 Unit Members	\$3,600
40 or More Unit Members	\$3,700

Conversely, should the number of unit members electing the payout amount decrease from one quarterly period to the next, the payout amount for all unit members shall be decreased in accordance with the above schedule (but not below \$2,600). Any employee wishing to opt for this payment in lieu of health insurance must complete all required paperwork and turn such required paperwork into the Insurance Section of the Comptroller's Office by the 15th of the month prior to the initial month that the payment in lieu of health insurance will become effective for that employee.

Employees shall receive the above payments in equal semi-monthly payments.

However, any member who opts to receive this payment in lieu of health insurance and who subsequently loses their required alternative health insurance must re-enter the City insurance plan as of the 1st of the month following written notice to, and sign up at, the Insurance Section in the Comptroller's Office. The payment in lieu of health insurance will cease as of the 1st pay period of the month in which the City insurance plan resumes.

ARTICLE 30 – DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy annexed as Exhibit "A" to the Agreement is not applicable to all members of this bargaining unit as well as the Chief of the Bureau except as follows:

- a) If cannabis is ever deemed illegal in New York State, then the provisions of this MOA relating to cannabis or marijuana will be null and void and all parties will revert back to the former language in the CBA and Exhibit A to the CBA.

- b) Use and possession of marijuana on city property is prohibited.
- c) Being under the influence of marijuana while working for the city is prohibited.
- d) If any federal grants/funding/contracts require the city to comply with drug-free workplace testing with marijuana prohibition, then this will result in the automatic modification of this CBA without right to impact bargaining and the parties will revert to the prior CBA language.
- e) The city and Association reserve all rights contained within New York Labor Law Section 201-d.

ARTICLE 31 - RESPIRATORY POLICY

The Respiratory Policy to the Agreement is annexed as Exhibit “B”.

ARTICLE 32 – FIRE MECHANIC

Outlined herein are the salary and benefits related to the Fire Mechanic position. Items not identified will be administered as any fire administration staff member.

- a. Salary
Salary for the Fire Mechanic is commensurate with skills and experience. In 2024 the salary range was established as \$55,000/year for a minimally qualified Fire Mechanic and \$70,000/year for an extremely well qualified Fire Mechanic. The Fire Mechanic also receives the same annual increase as agreed to by the current labor agreement.

Create a grid indicating an increase commensurate with the contract

2025: 56650-72100
 2026: 58349-74263
 2027: 60682-77233
 2028: 63110-80332

- b. Work Schedule
Work schedule is 7:30am to 5:30pm four days per week.
- c. Holiday Schedule
Same as fire administration staff
- d. Overtime
Overtime is paid at 1.5 times the hourly rate at a minimum of 3 hours from time of call in.
- e. Vacation
3 after 6 months
3 on 1 year anniversary
6 on 2nd year anniversary
12 on 3rd year anniversary

16 on 4th year anniversary
22 on 20th or more anniversary

Vacation days cannot carryover and can be used in half day increments.

- f. Sick Time
Accrued at a rate of 1 day on the 2nd pay day of each month. Can be used in half day increments.
- g. Personal Days
3 days each year are added on January 1 of each year. Cannot be carried over. Can be used in half day increments.
- h. Health Insurance
Same as all other Local 729 members

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

CITY OF BINGHAMTON

Date: _____

By: _____
Jared Kraham, Mayor

By: _____
Alan Gardiner, Fire Chief

By: _____
Kent Drake-Deese, Director
of Personnel & Safety

By: _____
Chuck Robinson, Comptroller

Attested

**BINGHAMTON FIREFIGHTERS LOCAL 729
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

By: _____
David Holleran, President

By: _____
Greg Horton, Secretary

By: _____

Steve Guley, Treasurer

By: _____
Greg Maney, Insurance Chairman

Approved as to form

Sophie Bergman, Esq.
Corporation Counsel

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this ____ day of _____, 2024, before me the undersigned personally appeared **JARED KRAHAM**, who being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the above instrument; that he knows the seal of said City; and that the seal affixed to this instrument is such corporate seal and that it was so affixed by order of the Council of said City; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this ____ day of _____, 2024, before me personally appeared **ALAN GARDINER**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Fire Chief of the Binghamton City Fire Department, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this ____ day of _____, 2024, before me personally appeared **KENT DRAKE-DEESE**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Director of Personnel & Safety of the City of

Binghamton, the municipal corporation named in and which executed the above Instrument, that he knows the seal of said City; that the seal affixed to said Instrument is such corporate seal; and that she signed her name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this _____ day of _____, 2024, before me personally appeared **CHUCK ROBINSON**, to me personally known who, being by me duly sworn did depose and say that she resides in Binghamton, New York; that he is the Comptroller of the City of Binghamton, the municipal corporation named in and which executed the above Instrument, that he knows the seal of said City; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this _____ day of _____, 2024, before me personally appeared **DAVID HOLLERAN**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the President of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this _____ day of _____, 2024, before me personally appeared **GREG HORTON**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Secretary of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this ____ day of _____, 2024, before me personally appeared **STEVE GULEY**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Treasurer of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this ____ day of _____, 2024, before me personally appeared **GREG MANEY**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Insurance Chairman of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

Notary Public



RL Number: 24-230

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)

Comptroller
(Title)

607-772-7011
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

an Ordinance to close the Joint Sewer Capital Project Fund (HX) and move the remaining fund balance to the Sewer fund

Executive Summary (Explain why legislation is necessary):

The Joint Sewer project is closed and all plant assets have been transferred to the Joint Sewage Board. The Capital Project fund for the project needs to be closed and fund balance should be moved to the Sewer fund. Fund balance consists of excess Settlement/FEMA funds and need to be restricted in the sewer fund per Auditors.

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

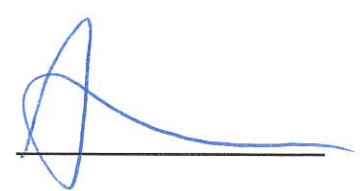
Expedition requested for this RL? Yes No

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.

Page 1

Adopted Budget Year Amended: 2024 Department: FINANCE
 Department Head Signature: _____

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

Revenue & Fund Balance Amendments			
Amount	Revenue/Expense / Fund Balance		Budget Line Title
	Increase/Decrease	Budget Line	
\$ 2,530,201.39	Decrease	HX.42210.J11FF	GENERAL SERVICES-OTHER GOVTS
\$ 587,240.00	Increase	HX.42210.J11NN	GENERAL SERVICES-OTHER GOVTS
\$ 263,573.07	Increase	HX.42401	INTEREST
\$ 14,564,539.76	Increase	HX.42960	OTHER COMPENSATED LOSS
\$ 59,724.00	Decrease	HX.43960	STATE AID-EMERGENCY DISASTER RECOV
\$ 19,908.00	Decrease	HX.44960	FED AID-EMERGENCY DISASTER RECOV
\$ 700,778.90	Increase	HX.45031	INTERFUND TRANSFERS
\$ 31,672,292.06	Decrease	HX.45710	SERIAL BONDS

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. _____ 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. _____ Date: _____

Transfer of funds Approved ____ / Denied ____ on ____ / ____ / _____. Certified by the Secretary of the Board of Estimate and Appointment. _____ Date: _____

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



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.

page 2

*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
\$ -			
↑			
↑			
↑			
\$ -			

Revenue & Fund Balance Amendments			
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line Title
\$ 2,428,019.26	Increase	Revenue	HX 45731
\$ 1,006,137.41	Decrease	Expense	HX8150.500100.J11FF
\$ 2,093,675.64	Decrease	Expense	HX8150.500100.J11NN
\$ 3,139,853.44	Decrease	Expense	HX8150.500200.J11FF
\$ 14,439,129.58	Decrease	Expense	HX8150.500200.J11NN
\$ 1,020,389.70	Decrease	Expense	HX8150.555555.HX001
\$ 4,958,725.56	Increase	Expense	HX9901.59000
			BAN REDEEMED FROM APPROF
			PROF SERVICES-FLOOD
			PROF SERVICES-NON-FLOOD
			CONSTRUCTION SERVICES-FLOOD
			CONSTRUCTION SERVICES-NON-FLOOD
			WIIA GRANT
			INTERFUND TRANSFERS

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: _____
Signature: _____	Date: _____
Signature: _____	Date: _____
Signature: _____	Date: _____



YEAR-TO-DATE BUDGET REPORT
AS OF 9/30/2024

FOR 2024 13

ORIGINAL APPROP TRANSFERS/ADJUSTMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET PCT USE/COI

HX CAPITAL-JTSEWER-BING LEAD AGCY

HX JOINT SEWER CAPITAL PROJECT

HX 42210	JLJFF GENERAL SERVICES-	0	-16,013,058	-16,013,058	-16,013,057.68	.00	.00	100.0%*
HX 42210	JLJFF GENERAL SERVICES-	0	-118,421,802	-118,421,802	-115,600.74	.00	-2,530,201.39	97.5%*
HX 42389	MISC REVENUES, OTHER G	-325,000	-46,380	-371,380	-958,620.00	.00	587,240.00	258.1%
HX 42401	INTEREST & EARNINGS	0	0	0	-263,573.07	.00	263,573.07	100.0%
HX 42960	OTHER COMPENSATED LOSS	-16,549,600	-9,316,000	-25,865,600	-40,430,139.76	.00	14,564,539.76	156.3%
HX 43960	SVATF AID -EMERG DYSAC	-1,106,924	1,047,270	-59,774	0	.00	-59,774.00	0%
HX 43990	HX001 ST AID-SWR PROJ-	-2,740,000	-10,960,000	-13,700,000	-12,697,514.25	.00	-1,002,485.75	92.7%*
HX 43990	HX002 ST AID-SWR PROJ -	-5,480,000	0	-5,480,000	-5,480,000.00	.00	0.00	100.0%*
HX 44960	FED AID -EMERG DISASTE	-368,981	349,073	-19,908	0	.00	-19,908.00	0%
HX 45031	INTERFUND TRANSFERS	0	0	0	-700,778.90	.00	700,778.90	100.0%
HX 45710	SERIAL BONDS	-6,515,075	6,515,075	0	0	.00	-31,672,292.06	76.7%*
HX 45730	JLJFF BAN - FLOOD	-4,743,800	4,743,800	0	0	.00	0.00	0%
HX 45731	BAN REBEEMED FR APPROJ	0	0	0	2,428,019.26	.00	2,428,019.26	100.0%*

TOTAL JOINT SEWER CAPITAL PROJECT -161,528,166-154,575,794-316,103,960-299,363,499.59

HX8150 CAPITAL PROJECT

HX8150	500100	DEFNS PROFESSIONAL	100,000	300,000	400,000	400,000.00	.00	100.0%
HX8150	500100	JLJFF PROF SVCS -	5,053,137	2,758,408	7,811,565	6,805,427.24	1,006,137.41	87.1%
HX8150	500100	JLJFF PROF SVCS -	4,287,409	35,087,605	39,375,014	37,281,338.42	2,093,675.64	94.7%
HX8150	500200	JLJFF CONST SVCS -	1,451,918	20,347,615	21,809,533	18,669,679.89	3,139,853.44	85.6%
HX8150	500200	JLJFF CONST SVCS -	456,391	208,870,042	209,326,433	194,887,303.18	14,439,129.58	93.1%
HX8150	54910	SETTLEMENT AGREEME	17,000,000	0	17,000,000	17,000,000.00	.00	100.0%
HX8150	551380	FISCAL AGENT FEES	242,397	680,398	922,795	922,795.00	.00	100.0%
HX8150	555555	HX001 WIIA GRANT	2,740,000	10,960,000	13,700,000	12,679,610.30	1,020,389.70	92.6%
HX8150	555555	HX002 IMG GRANT	5,480,000	0	5,480,000	5,480,000.00	.00	100.0%
HX8150	559500	DIGESTER MIXING E	325,000	-46,380	278,620	278,620.00	.00	100.0%*

TOTAL CAPITAL PROJECT

TOTAL CAPITAL-JTSEWER-BING LEAD AGCY -124,381,894 124,381,894

TOTAL REVENUES -161,528,166-154,575,794-316,103,960-299,363,499.59

TOTAL EXPENSES 37,146,272 278,957,688 316,103,960 294,404,774.03

GRAND TOTAL -124,381,894 124,381,894 0 -4,958,725.56

** END OF REPORT - Generated by CHARLES W ROBINSON **



RL Number: 24-234

Date Submitted: _____

Legislative Branch

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

INTERNAL REQUEST FOR LEGISLATION

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

Applicant Presenting RL at Work Session

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

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

Authorizing the sale of the City-owned property at 42 Fayette St. to 203 Court St., LLC

Executive Summary (Explain why legislation is necessary):

203 Court St., LLC has submitted an offer to purchase the City-owned property at 42 Fayette St. for \$250. The applicant intends to demolish the property and expand parking for the adjacent Binghamton VA Clinic, which provides outpatient care to veterans.

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: \$ 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:



OFFICE OF THE MAYOR • CITY OF BINGHAMTON

OFFER TO PURCHASE

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

PROPERTY INFORMATION

Street Address of Property: 42 FAYETTE ST. Bing, NY

Tax Parcel Identification Number: 100.34-2-39

Current Use of Property: [X] Residential [] Commercial [] Mixed Use [] Vacant Lot

Offered Purchase Price: 250.00

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

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

PROPERTY HAS SIGNIFICANT ISSUES AND STRUCTURAL ISSUES. PLAN WOULD BE TO DEMOLISH PROPERTY AND EXPAND PARKING FOR THE VETERANS OUTPATIENT CLINIC

APPLICANT INFORMATION

Applicant Name: 203 COURT ST, LLC
Note: Please provide the full legal name of the applicant. If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 45 LEWIS ST Binghamton NY 13901

Telephone Number(s): 607 343-7672

Email Address: MARK@GREATERBINGHAMTONDEVELOPMENT.COM

Please list any other properties owned by the Applicant located within Broome County.
203 COURT ST Bing NY 13901

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

Signature [Handwritten Signature]

Date: 8/20/2024



RL Number: 24-236

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

Megan Heiman
(Name)

Deputy Mayor
(Title)

607-772-7001
(Phone number)

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

an Ordinance to amend Chapter 124-39 Personnel Policies & Chapter 124-44 Health insurance of the code of the City of Binghamton

Executive Summary (Explain why legislation is necessary):

an Ordinance to amend Chapter 124-39 Personnel Policies, of the code of the City of Binghamton, to update titles and to add positions to the list of 8 hour per standard work day employees and to update Insurance percentages for non-union employees

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: 

- P. Supervisor of Building, Inspection & Construction
 - Q. Water and Sewer Superintendent
 - R. Civil Service Administrator
 - S. Assistant City Engineer
 - T. Assistant Comptroller
 - U. Financial Payroll Specialist
 - V. Information Technology Manager
-
- W. Assistant to the Mayor for Youth and Neighborhood Affairs
 - X. Project Analyst
 - Y. Manager/HUD Administration and Housing
 - Z. Payroll Assistant
 - AA. Assistant Purchasing Agent
 - BB. Assistant Supervisor of Building Construction & Code Enforcement
 - CC. Director of Community Outreach & Recruitment
 - DD. Assistant IT Manager

EE. DEPUTY ENGINEER

FF. DISCOVERY OFFICER

Salary increases for officers and employees listed in this Section 2, except the Police Chief, Fire Chief, and Assistant Police Chiefs, are pursuant to Permanent Ordinance No. 05-40, to wit: (i) That the Mayor is authorized to provide annual salary increases to positions contained in this in Section 2 on parity with those received by represented CSEA employees; (ii) In no year shall the annual salary increase provided for in this Section 2 be paid out until a collective bargaining agreement has been fully executed by and between the City of Binghamton and the CSEA for that year; and (iii) No retroactive payment shall be issued to the positions listed in this Section 2 until after or contemporaneous with the date upon which retroactive payments are issued to the members of the CSEA.

Salary increases for the Police Chief, Fire Chief, and Assistant Police Chiefs are pursuant to § 124-40, *Salary increases*, below.

§ 124-39. A, Standard work day [Added 12-7-2011 by Ord. No. 11-47; Amended 11-20-2013 by No. Ord. 13-87; Amended 1-6-2017 by Ord. No. 16-105; Amended 1-8-2020 by No. Ord. 20-04; Amended 4-7-2021 by Ord. No. 21-31; Amended 9-9-2021 by Ord. No. 21-94; Amended 11-17-2021 by Ord. No. 21-132; Amended 3-23-2022 by Ord. No. 22-53; Amended 5-4-2022 by Ord No. 22-82; Amended 6-22-2022 by Ord No. 22-98; Amended 8-25-2022 by Ord No. 22-119; Amended 1-11-2023 by Ord. No. 23-01]

The standard work day for "officers and employees" as defined in §124-39 above, is seven (7) hours per day, not including lunch, five days per week; except the standard work day for the following positions is eight (8) hours per day, not including lunch, five days per week are listed below. Lunch for all employees will be one (1) hour or one-half (1/2) hour as approved by the Mayor.

- A. Commissioner of Public Works
- B. City Engineer
- B. 1st Deputy DPW Commissioner
- C. Supervisor of Building Inspection & Construction
- D. Fire Chief
- E. Police Chief
- F. Assistant Police Chief
- G. Superintendent of City Streets
- H. Comptroller

- I. Assistant Comptroller
- J. Staff Accountant
- K. Assessor
- L. Information Technology Manager
- M. City Treasurer
- N. Commissioner of Parks
- O. Assistant City Engineer
- P. Assistant to the Mayor for Youth and Neighborhood Affairs
- Q. Assistant Supervisor of Building Construction and Code Enforcement
- R. Three (3) Administrative Assistants (from the Bureau of Police)
- S. City Clerk
- T. Deputy City Clerk
- U. Assistant Director of Parks & Recreation
- V. Water & Sewer Superintendent
- W. Director of Planning, Housing, and Community Development
- X. Assistant Director of Planning, Housing, and Community Development
- Y. Purchasing Agent
- Z. Assistant IT Manager

AA. DEPUTY ENGINEER

BB. DISCOVERY OFFICER

(See Permanent Resolution 11-19, adopted March 19, 2011; Permanent Resolution 13-87, Adopted November 20, 2013; Permanent Ordinance 16-105, Adopted December 21, 2016; Permanent Ordinance 18-91, Adopted October 17, 2018; Permanent Ordinance 20-04 Adopted January 8, 2020; Permanent Ordinance 21-31 Adopted April 7, 2021; Permanent Ordinance 21-94 Adopted September 9, 2021; Permanent Ordinance 21-132 Adopted November 17, 2021; Permanent Ordinance 22-82 Adopted May 4, 2022; Permanent Ordinance 22-98 Adopted June 22, 2022; Permanent Ordinance 22-119 Adopted August 25, 2022; Permanent Ordinance 23-01 Adopted January 11, 2023)

§ 124-40. Salary increases. [Amended 12-21-1992 by Ord. No. 92-122; Amended 4-7-2008 by Ord. No. 16-2008; Amended 8-18-2010 by Ord. No. 10-39; Amended 8-4-2021 by Ord. No. 21-75; Amended 1-11-2023 by Ord. No. 23-01]

A. Officers and employees, other than elected officials, may be awarded annual salary increases from an annual salary increase pool, The annual salary increase pool shall be the current annual salary of eligible officers and employees multiplied by the average rate increase received by the City's collective bargaining units for that year; provided, however, that any settlement imposed by an arbitration panel shall not be included in the average. If less than three bargaining units are settled in a particular year, then the annual salary increase pool shall be the current annual salary of eligible officers and employees multiplied by the average New York consumer price index as determined by the U.S. Department of Labor for the preceding twelve (12) month average as of October 1. When at least three bargaining units are settled thereafter, the annual salary increase pool will be adjusted accordingly. Only current or retired officers and employees will be eligible for retroactive pay adjustments. The City Council of the City of Binghamton may provide, by ordinance, for a rate increase in excess of that provided for above, for any position listed in § 124-39. This section does not include officers and employees covered under Permanent Ordinance No. 05-40. An increase in salary will not increase longevity pay, if any. This section is effective immediately.

B. Except as provided in Subsection C below, using the average annual salary increase received by all the City's collective bargaining units, the administration, the Mayor, and his or her administrative staff may provide any amount of increase to eligible officers and employees based either on cost of

A. Payment schedule for health insurance premiums.

(1) The Comptroller of the City of Binghamton, as directed by the Mayor, may pay up to the following percentage of the cost of the health insurance premiums for non-union- represented officers and employees (as defined in § 124-39):

Traditional Plan	PPO	High Deductible	Fiscal Year
84%	85%	n/a	2014
84%	85%	n/a	2015
83%	85%	n/a	2016
83%	85%	85%	2017
83%	84%	85%	2018
82%	83%	85%	2019
81%	82%	84%	2020
81%	82%	84%	2021
81%	82%	84%	2022
79%	81%	84%	2023
78%	80%	84%	2024
78%	80%	84%	2025

(2) In order to qualify for continued health insurance coverage at time of retirement from the City, all non-union represented officers and employees must have ten (10) years of full time service with the City; provided however, any officer or employee hired on or after January 1, 2009, must have twenty (20) years of full time service with the City before and/or after January 1, 2009. For purposes of determining eligibility, an officer or employee who was employed by the City prior to January 1, 2009, with a break in service of more than one year, will be considered to be “hired” as of the re-hire date. All elected officials must have been elected to two consecutive terms in the City and have twenty (20) years of service credit recognized by the New York State and Local Retirement System. All non-union-represented elected officials, officers, and employees shall make the required contribution toward health insurance premiums in accordance with Section 1 above and Section 4 below.

(3) The Mayor of the City of Binghamton shall be required to contribute to the cost of his or her health insurance in an amount to the highest contribution then being made by City bargaining unit employees for the same insurance.

(4) Part-time employees who are scheduled to work at least 25 hours per week for the full calendar year may enroll in the City’s Blue Cross/Blue Shield— PPO-B Plan for health insurance, provided the employees pays 50% of the premiums. In the event the Blue Cross/Blue Shield— PPO-B Plan is discontinued; this section shall apply to the equivalent replacement policy

B. The City shall provide a buy-out option of the City-provided health insurance to the active officers/ employees as defined in § 124-39. Final rules and regulations of this buy-out option shall be promulgated by the Comptroller of the City of Binghamton in order to ensure uniform application of the plan.

C. The City will provide long-term disability insurance for active officers and employees as defined in § 124-39.

D. If an active City employee dies, then in addition to any other state, federal, or contractual rights the employee’s surviving spouse or dependants may have, the City of Binghamton agrees to pay the same percentage of health insurance premiums under COBRA that the City was paying for the employee’s



Legislative Branch

RL Number: <u>24-277</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. 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
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Phone number)</i>

To Be Completed By Applicant

Proposed Title:

A local law to repeal and replace COB Code section 200-6 through 200-22 with attached language and sections 200-6 through 200-26.

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

This amendment to the Code is mandated by the State.

Effective Date: (if applicable) ASAP

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

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

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

Contract: Person/Company _____

Total Cost _____ Funds available in Budget Line _____ Title _____

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

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

So that the repeal and replace of this section of code can be accomplished.

~~ARTICLE II, Building Code Administration [Added 12-4-2006 by L.L. No. 4-2006]~~

~~§ 200-6. Purpose and intent. This article provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the "Uniform Code") and the State Energy Conservation Construction Code (the "Energy Code") in this City. This article is adopted pursuant to § 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other sections of this article, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this article.~~

~~§ 200-7. Definitions. As used in this article, the following terms shall have the meanings indicated:~~

~~BUILDING PERMIT—A permit issued pursuant to § 200-9 of this article. The term "building permit" shall also include a building permit which is renewed, amended or extended pursuant to any provision of this article.~~

~~CERTIFICATE OF OCCUPANCY/CERTIFICATE OF COMPLIANCE—A certificate issued pursuant to § 200-12B of this article.~~

~~CITY—The City of Binghamton.~~

~~CODE ENFORCEMENT OFFICER—The Code Enforcement Officer appointed pursuant to § 200-8B of this article.~~

~~CODE ENFORCEMENT PERSONNEL—Shall include the Code Enforcement Officer and all inspectors.~~

~~COMPLIANCE ORDER—An order issued by the Code Enforcement Officer pursuant to § 200-20A of this article.~~

~~ENERGY CODE—The State Energy Conservation Construction Code, as currently in effect and as hereafter amended from time to time.~~

~~INSPECTOR—An inspector appointed pursuant to § 200-8D of this article.~~

~~OPERATING PERMIT—A permit issued pursuant to § 200-15 of this article. The term "operating permit" shall also include an operating permit which is renewed, amended or extended pursuant to any provision of this article.~~

~~PERMIT HOLDER—The person to whom a building permit has been issued.~~

~~PERSON—Shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.~~

~~STOP WORK ORDER—An order issued pursuant to § 200-11 of this article.~~

~~TEMPORARY CERTIFICATE—A certificate issued pursuant to § 200-12D of this article.~~

~~UNIFORM CODE—The New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.~~

~~§ 200-8. Code Enforcement Officer and Inspectors.~~

~~A. The office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this article. The Code Enforcement Officer shall have the following powers and duties:~~

~~(1) To receive, review, and approve or disapprove applications for building permits, certificates of occupancy/certificates of compliance, temporary certificates and operating permits, and the plans, specifications and construction documents submitted with such applications;~~

~~(2) Upon approval of such applications, to issue building permits, certificates of occupancy/certificates of compliance, temporary certificates and operating permits, and to include in building permits, certificates of occupancy/certificates of compliance, temporary certificates and operating permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;~~

~~(3) To conduct construction inspections, inspections to be made prior to the issuance of certificates of occupancy/certificates of compliance, temporary certificates and operating permits, firesafety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this article;~~

~~(4) To issue stop-work orders;~~

~~(5) To review and investigate complaints;~~

~~(6) To issue orders pursuant to § 200-20A (Violations) of this article;~~

~~(7) To maintain records;~~

~~(8) To collect fees as set by the City Council of this City;~~

~~(9) To pursue administrative enforcement actions and proceedings;~~

~~(10) In consultation with the Corporation Counsel, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this article, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this article; and~~

~~(11) To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this article.~~

~~B. The Code Enforcement Officer shall be appointed by the Mayor of this City. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.~~

~~C. In the event that the Code Enforcement Officer is unable to serve as such for any reason, a certified individual shall be appointed by the Mayor to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this article. Any such Acting Code Enforcement Officer shall have current New York State code enforcement certification.~~

~~D. One or more inspectors may be appointed by the Mayor of this City to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this article. Each inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.~~

~~E. The compensation for the Code Enforcement Officer and inspectors shall be fixed from time to time by the City Council of this City.~~

~~§ 200-9. Building permits.~~

~~A. Building permits required. Except as otherwise provided in Subsection B of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, demolition, or the extension of electrical, plumbing or HVAC systems of any building or structure or any portion thereof, and the installation of a solid-fuel-burning heating appliance, chimney or flue in any dwelling unit. No person shall commence any work for which a building permit is required without first having obtained a building permit from the Code Enforcement Officer.~~

~~B. Exemptions. No building permit shall be required for work in any of the following categories: (1) Construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters); (2) Installation of swings and other playground~~

equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses); (3) Installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above-ground; (4) Installation of fences which are not part of an enclosure surrounding a swimming pool; (5) Construction of retaining walls unless such walls support a surcharge or impound Class I, II or III liquids; (6) Construction of temporary motion-picture, television and theater stage sets and scenery; (7) Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses); (8) Installation of partitions or movable cases less than five feet nine inches in height; (9) Painting, wallpapering, tiling, carpeting, or other similar finish work; (10) Installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances; (11) Replacement of any equipment, provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or (12) Repairs, provided that such repairs do not involve: (a) The removal or cutting away of a load-bearing wall, partition, or portion thereof, or of any structural beam or load-bearing component; (b) The removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (c) The enlargement, alteration, replacement or relocation of any building system; or (d) The removal from service of all or part of a fire protection system for any period of time.

C. Exemption not deemed authorization to perform noncompliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in Subsection B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. Applications for building permits. Applications for a building permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation: (1) A description of the proposed work; (2) The Tax Map number and the street address of the premises where the work is to be performed; (3) The occupancy classification of any affected building or structure; (4) Where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and (5) At least two sets of construction documents (drawings and/or specifications) which: (a) Define the scope of the proposed work; (b) Are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (c) Indicate with sufficient clarity and detail the nature and extent of the work

~~proposed; (d) Substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (e) Where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.~~

~~E. Construction documents. Construction documents will not be accepted as part of an application for a building permit unless they satisfy the requirements set forth in Subsection D(5) of this section. Construction documents which are accepted as part of the application for a building permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a building permit will be issued. Work shall not be commenced until and unless a building permit is issued.~~

~~F. Issuance of building permits. An application for a building permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a building permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.~~

~~G. Building permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.~~

~~H. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the building permit. The building permit shall contain such a directive. The permit holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The building permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended building permit, such change shall not be made until and unless a new or amended building permit reflecting such change is issued.~~

~~I. Time limits. Building permits shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building permits shall expire 12 months after the date of issuance. A building permit which has become invalid or which has expired pursuant to this subsection may be renewed upon application by the permit holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.~~

~~J. Revocation or suspension of building permits. If the Code Enforcement Officer determines that a building permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a building permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the building permit or suspend the building permit until such time as the permit holder demonstrates that: (1) All work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code; and (2) All work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.~~

~~K. Fee. The fee specified in or determined in accordance with the provisions set forth in § 200-21 (Fees) of this article must be paid at the time of submission of an application for a building permit, for an amended building permit, or for renewal of a building permit.~~

~~§ 200-10. Construction inspections.~~

~~A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an inspector authorized by the Code Enforcement Officer. The permit holder shall notify the Code Enforcement Officer when any element of work described in Subsection B of this section is ready for inspection.~~

~~B. Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable: (1) Work site prior to the issuance of a building permit; (2) Footing and foundation; (3) Preparation for concrete slab; (4) Framing; (5) Building systems, including underground and rough-in; (6) Fire-resistant construction; (7) Fire-resistant penetrations; (8) Solid-fuel-burning heating appliances, chimneys, flues or gas vents; (9) Energy Code compliance; and (10) A final inspection after all work authorized by the building permit has been completed.~~

~~C. Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.~~

~~D. Fee. The fee specified in or determined in accordance with the provisions set forth in § 200-21 (Fees) of this article must be paid prior to or at the time of each inspection performed pursuant to this section.~~

~~§ 200-11. Stop-work orders.~~

~~A. Authority to issue. The Code Enforcement Officer is authorized to issue stop-work orders pursuant to this section. The Code Enforcement Officer shall issue a stop-work order to halt: (1) Any work that is determined by the Code Enforcement Officer to be contrary to any~~

~~applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a building permit is required, and without regard to whether a building permit has or has not been issued for such work; or (2) Any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a building permit is required, and without regard to whether a building permit has or has not been issued for such work; or (3) Any work for which a building permit is required which is being performed without the required building permit, or under a building permit that has become invalid, has expired, or has been suspended or revoked.~~

~~B. Content of stop-work orders. Stop-work orders shall: (1) Be in writing; (2) Be dated and signed by the Code Enforcement Officer; (3) State the reason or reasons for issuance; and (4) If applicable, state the conditions which must be satisfied before work will be permitted to resume.~~

~~C. Service of stop-work orders. The Code Enforcement Officer shall cause the stop-work order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the permit holder, on the permit holder) personally or by registered mail/certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the stop-work order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work affected by the stop-work order, personally or by registered mail/certified mail; provided, however, that failure to serve any person mentioned in this sentence shall not affect the efficacy of the stop-work order.~~

~~D. Effect of stop-work order. Upon the issuance of a stop-work order, the owner of the affected property, the permit holder and any other person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the stop-work order.~~

~~E. Remedy not exclusive. The issuance of a stop-work order shall not be the exclusive remedy available to address any event described in Subsection A of this section, and the authority to issue a stop-work order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under § 200-20 (Violations; penalties for offenses) of this article or under any other applicable local law or state law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a stop-work order.~~

~~§ 200-12. Certificates of occupancy/certificates of compliance.~~

~~A. Certificates of occupancy/certificates of compliance required. A certificate of occupancy/certificate of compliance shall be required for any work which is the subject of a building permit and for all structures, buildings, or portions thereof which are converted~~

~~from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a building permit was previously issued shall be granted only by issuance of a certificate of occupancy/certificate of compliance.~~

~~B. Issuance of certificates of occupancy/certificates of compliance. The Code Enforcement Officer shall issue a certificate of occupancy/certificate of compliance if the work which was the subject of the building permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure or work prior to the issuance of a certificate of occupancy/certificate of compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the certificate of occupancy/certificate of compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the certificate of occupancy/certificate of compliance: (1) A written statement of structural observations and/or a final report of special inspections; and (2) Flood hazard certifications.~~

~~C. Contents of certificates of occupancy/certificates of compliance. A certificate of occupancy/certificate of compliance shall contain the following information: (1) The building permit number, if any; (2) The date of issuance of the building permit, if any; (3) The name, address and Tax Map number of the property; (4) If the certificate of occupancy/certificate of compliance is not applicable to an entire structure, a description of that portion of the structure for which the certificate of occupancy/certificate of compliance is issued; (5) The use and occupancy classification of the structure; (6) The type of construction of the structure; (7) The assembly occupant load of the structure, if any; (8) If an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required; (9) Any special conditions imposed in connection with the issuance of the building permit; and (10) The signature of the Code Enforcement Officer issuing the certificate of occupancy/certificate of compliance and the date of issuance.~~

~~D. Temporary certificate. The Code Enforcement Officer shall be permitted to issue a temporary certificate allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a building permit. However, in no event shall the Code Enforcement Officer issue a temporary certificate unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the temporary certificate, may be occupied safely, (2) that any fire and smoke detecting or fire protection equipment which has been installed is operational, and (3)~~

~~that all required means of egress from the building or structure have been provided. The Code Enforcement Officer may include in a temporary certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code. A temporary certificate shall be effective for a period of time, not to exceed six months, which shall be determined by the Code Enforcement Officer and specified in the temporary certificate. During the specified period of effectiveness of the temporary certificate, the permit holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.~~

~~E. Revocation or suspension of certificates. If the Code Enforcement Officer determines that a certificate of occupancy/certificate of compliance or a temporary certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.~~

~~F. Fee. The fee specified in or determined in accordance with the provisions set forth in § 200-21 (Fees) of this article must be paid at the time of submission of an application for a certificate of occupancy/certificate of compliance or for a temporary certificate.~~

~~§ 200-13. Notification regarding fire or explosion. The chief of any fire department providing fire fighting services for a property within this City shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel-burning appliance, chimney or gas vent, any fire the origin of which has been traced to the electrical system of any buildings or structures, and any emergency response involving carbon monoxide detector activation.~~

~~§ 200-14. Unsafe buildings and structures. Unsafe structures and equipment in this City shall be identified and addressed in accordance with the procedures established by the Uniform Fire Prevention and Building Code or Chapter 203, Unsafe Buildings, of the Code of the City of Binghamton, as now in effect or as hereafter amended from time to time.~~

~~§ 200-15. Operating permits.~~

~~A. Operation permits required. (1) Operating permits shall be required for conducting the activities or using the categories of buildings listed below: (a) Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled "Fire Code of New York State" and incorporated by reference in 19 NYCRR § 1225.1; (b) Hazardous processes and activities, including, but not limited to, commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling; (c) Use of pyrotechnic devices in assembly occupancies; (d) Buildings containing one or more areas of public assembly with an occupant load of 100 persons or more; (e) Buildings whose use or~~

~~occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the City Council of this City; (2) Any person who proposes to undertake any activity or to operate any type of building listed in this Subsection A shall be required to obtain an operating permit prior to commencing such activity or operation.~~

~~B. Applications for operating permits. An application for an operating permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.~~

~~C. Inspections. The Code Enforcement Officer or an inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an operating permit.~~

~~D. Multiple activities. In any circumstance in which more than one activity listed in Subsection A of this section is to be conducted at a location, the Code Enforcement Officer may require a separate operating permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single operating permit to apply to all such activities.~~

~~E. Duration of operating permits. Operating permits shall be issued for such period of time, not to exceed one year in the case of any operating permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local conditions. The effective period of each operating permit shall be specified in the operating permit. An operating permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.~~

~~F. Revocation or suspension of operating permits. If the Code Enforcement Officer determines that any activity or building for which an operating permit was issued does not comply with any applicable provision of the Uniform Code, such operating permit shall be revoked or suspended.~~

~~G. Fee. The fee specified in or determined in accordance with the provisions set forth in § 200-21 (Fees) of this article must be paid at the time submission of an application for an operating permit, for an amended operating permit, or for reissue or renewal of an operating permit.~~

§ 200-16. Firesafety and property maintenance inspections.

A. Inspections required. ~~Firesafety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an inspector designated by the Code Enforcement Officer at the following intervals: (1) Firesafety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every 12 months. (2) Firesafety and property maintenance inspections of buildings or structures being occupied as dormitories, other than facilities covered by OFPC, shall be performed at least once every 12 months. (3) Firesafety and property maintenance inspections of all multiple dwellings not included in Subsection A(1) or (2) of this subsection, and all nonresidential buildings, structures, uses and occupancies not included in Subsection A(1) or (2) of this subsection, shall be performed at least once every 24 months.~~

B. Inspections permitted. ~~In addition to the inspections required by Subsection A of this section, a firesafety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an inspector designated by the Code Enforcement Officer at any time upon: (1) the request of the owner of the property to be inspected or an authorized agent of such owner; (2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or (3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this subsection shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.~~

C. OFPC inspections. ~~Nothing in this section or in any other provision of this article shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control and the New York State Fire Administrator under Executive Law § 156-e and Education Law § 807-b. Notwithstanding any other provision of this section to the contrary: (1) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a building or structure which contains an area of public assembly if OFPC performs firesafety and property maintenance inspections of such building or structure at least once every 12 months; (2) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a building or structure occupied as a dormitory if OFPC performs firesafety and property maintenance inspections of such building or structure at least once every 12 months; (3) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a multiple dwelling not included in Subsection A(1) or (2) of this section if OFPC performs firesafety and property maintenance inspections of such multiple dwelling at intervals not exceeding the interval~~

~~specified in Subsection A(3) of this section; and (4) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a nonresidential building, structure, use or occupancy not included in Subsection A(1) or (2) of this section if OFPC performs firesafety and property maintenance inspections of such nonresidential building, structure, use or occupancy at intervals not exceeding the interval specified in Subsection A(3) of this section.~~

~~D. Fee. The fee specified in or determined in accordance with the provisions set forth in § 200-21 (Fees) of this article must be paid prior to or at the time each inspection performed pursuant to this section. This subsection shall not apply to inspections performed by OFPC.~~

~~§ 200-17. Complaints. The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this article, or any other local law, ordinance or regulation adopted for administration and enforcement by the Code Enforcement Officer. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:~~

~~A. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;~~

~~B. If a violation is found to exist, providing the owner of the affected property and any other person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in § 200-20 (Violations; penalties for offenses) of this article;~~

~~C. If appropriate, issuing a stop-work order;~~

~~D. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.~~

~~§ 200-18. Recordkeeping.~~

~~A. The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all code enforcement personnel, including records of: (1) All applications received, reviewed and approved or denied; (2) All plans, specifications and construction documents approved; (3) All building permits, certificates of occupancy/certificates of compliance, temporary certificates, stop-work orders, and operating permits issued; (4) All inspections and tests performed; (5) All statements and reports issued; (6) All complaints received; (7) All investigations conducted; (8) All other features and activities specified in or contemplated by §§ 200-9 through 200-17, inclusive, of this article; and (9) All fees charged and collected.~~

~~B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by state law and regulation.~~

~~§ 200-19. Program review and reporting.~~

~~A. The Code Enforcement Officer shall annually submit to the City Council of this City a written report and summary of all business conducted by the Code Enforcement Officer and the inspectors, including a report and summary of all transactions and activities described in § 200-18 (Recordkeeping) of this article and a report and summary of all appeals or litigation pending or concluded.~~

~~B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this City, on a form prescribed by the Secretary of State, a report of the activities of this City relative to administration and enforcement of the Uniform Code.~~

~~C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this City is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this City in connection with administration and enforcement of the Uniform Code.~~

~~§ 200-20. Violations; penalties for offenses.~~

~~A. Compliance orders. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this article. Upon finding that any such condition or activity exists, the Code Enforcement Officer shall issue a compliance order. The compliance order shall (1) be in writing; (2) be dated and signed by the Code Enforcement Officer; (3) specify the condition or activity that violates the Uniform Code, the Energy Code, or this article; (4) specify the provision or provisions of the Uniform Code, the Energy Code, or this article which is/are violated by the specified condition or activity; (5) specify the period of time which the Code Enforcement Officer deems to be reasonably necessary for achieving compliance; (6) direct that compliance be achieved within the specified period of time; and (7) state that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time. The Code Enforcement Officer shall cause the compliance order, or a copy thereof, to be served on the owner of the affected property personally or by registered mail/certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the compliance order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work being performed at the affected property personally or by registered mail/certified~~

mail; provided, however, that failure to serve any person mentioned in this sentence shall not affect the efficacy of the compliance order.

~~B. Appearance tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code and any other local City law.~~

~~C. Civil penalties. In addition to those penalties prescribed by state law, any person who violates any provision of the Uniform Code, the Energy Code or this article, or any term or condition of any building permit, certificate of occupancy/certificate of compliance, temporary certificate, stop-work order, operating permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this article, shall be liable to a civil penalty of not more than \$200 for each day or part thereof during which such violation continues. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of this City.~~

~~D. Injunctive relief. An action or proceeding may be instituted in the name of this City, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this article, or any term or condition of any building permit, certificate of occupancy/certificate of compliance, temporary certificate, stop-work order, operating permit, compliance order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this article. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this article, or any stop-work order, compliance order or other order obtained under the Uniform Code, the Energy Code or this article, an action or proceeding may be commenced in the name of this City, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subsection shall be commenced without the appropriate authorization from the City Council of this City.~~

~~E. Remedies not exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or penalty available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in § 200-11 (Stop-work orders) of this article, in any other section of this article, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in § 200-11 (Stop-work orders) of this article, in any other section of this article, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in Subdivision (2) of § 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to,~~

~~simultaneously with, or after the pursuit of any penalty specified in Subdivision (2) of § 382 of the Executive Law.~~

~~§ 200-21. Fees. A fee schedule shall be established by resolution of the City Council of this City. Such fee schedule may thereafter be amended from time to time by like resolution (See Exhibit J). The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of building permits, amended building permits, renewed building permits, certificates of occupancy/certificates of compliance, temporary certificates, operating permits, firesafety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this article.~~

~~§ 200-22. Intermunicipal agreements. The City Council of this City may, by resolution, authorize the Mayor of this City to enter into an agreement, in the name of this City, with other governments to carry out the terms of this article, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.~~

§200-6. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this City. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code or other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this local law.

§200-7. DEFINITIONS

The following terms shall have the meanings shown in this section:

“Assembly Area” shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

“Building Permit” shall mean a building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term “Building Permit” shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this local law.

“Certificate of Compliance” shall mean a document issued by the City stating that work was done in compliance with approved construction documents and the Codes.

“Certificate of Occupancy” shall mean a document issued by the City certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the City, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

“City” shall mean the City of Binghamton.

“Code Enforcement Officer” shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

“Code Enforcement Personnel” shall include the Code Enforcement Officer and all Inspectors.

“Codes” shall mean the Uniform Code and Energy Code.

“Energy Code” shall mean the New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

“FCNYS” shall mean the 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

“Fire Safety and Property Maintenance Inspection” shall mean an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

“Hazardous Production Materials” shall mean a solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

“Inspector” shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

“Mobile Food Preparation Vehicles” shall mean vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

“Operating Permit” shall mean a permit issued pursuant to section 10 of this local law. The term “Operating Permit” shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

“Order to Remedy” shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 17 of this local law.

“Permit Holder” shall mean the Person to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“PMCNYS” shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

“RCNYS” shall mean the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

“Repair” shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

“Stop Work Order” shall mean an order issued pursuant to section 6 of this local law.

“Sugarhouse” shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

“Temporary Certificate of Occupancy” shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

§200-8. CODE ENFORCEMENT OFFICER AND INSPECTORS

(a) The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;

(2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;

(3) to conduct construction inspections; inspections to be made prior to the issuance of

Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision (a) of section 17 (Violations) of this local law;

(7) to maintain records;

(8) to collect fees as set by the Council of this City;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with this City's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

(b) The Code Enforcement Officer shall be appointed by the Mayor of this City. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Mayor to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

(d) One or more Inspectors may be appointed by the Mayor of the City to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the City Council of the City.

§200-9. Building Permits.

(a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction,

enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the City.

(b) Exemptions. No Building Permit shall be required for work in any of the following categories:

- (1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;
- (2) construction of temporary sets and scenery associated with motion picture, television, and theater uses;
- (3) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
- (4) installation of partitions or movable cases less than 5'-9" in height;
- (5) painting, wallpapering, tiling, carpeting, or other similar finish work;
- (6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
- (7) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
- (8) repairs, provided that the work does not have an impact on fire and life safety, such as (i) any part of the structural system; (ii) the required means of egress; or (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time .

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

- (1) a description of the location, nature, extent, and scope of the proposed work;
- (2) the tax map number and the street address of any affected building or structure;
- (3) the occupancy classification of any affected building or structure;
- (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

(5) at least 2 sets of construction documents (drawings and/or specifications) which (i) describe the location, nature, extent, and scope of the proposed work; (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress; (iv) show a representation of the building thermal envelope; (v) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (vii) include a written statement indicating compliance with the Energy Code; (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

(e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the

work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building Permits shall expire twelve months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

§200-10. Construction Inspections.

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;

- (3) preparation for concrete slab;
- (4) framing;
- (5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;
- (6) fire resistant construction;
- (7) fire resistant penetrations;
- (8) solid fuel burning heating appliances, chimneys, flues, or gas vents;
- (9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
- (10) installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
- (11) a final inspection after all work authorized by the Building Permit has been completed.

(c) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

(d) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(e) Fee. The fee specified in or determined in accordance with the provisions set forth in section _____ (fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

§200-11. Stop Work Orders.

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

- (1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
- (2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
- (3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by registered mail / certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by registered mail / certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Officer to correct the reason for issuing the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section ____ (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

§200-12. Certificates of Occupancy and Certificates of Compliance

(a) Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the

subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

(b) Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Officer shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

- (1) a written statement of structural observations and/or a final report of special inspections,
- (2) flood hazard certifications,
- (3) a written statement of the results of tests performed to show compliance with the Energy Code, and
- (4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

(c) Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

- (1) the Building Permit number, if any;
- (2) the date of issuance of the Building Permit, if any;
- (3) the name (if any), address and tax map number of the property;
- (4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
- (5) the use and occupancy classification of the structure;
- (6) the type of construction of the structure;
- (7) the occupant load of the assembly areas in the structure, if any;
- (8) any special conditions imposed in connection with the issuance of the Building Permit; and
- (9) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

(d) Temporary Certificate of Occupancy. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section ____ (Fees) of this local law must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

§200-13. Notification regarding fire or explosion.

The chief of any fire department providing firefighting services for a property within this City shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

§200-14. Unsafe buildings, structures, and equipment and conditions of imminent danger

Unsafe buildings, structures, and equipment and conditions of imminent danger in this City shall be identified and addressed in accordance with the procedures established by City of Binghamton Code Section 203 as now in effect or as hereafter amended from time to time.

§200-15. Operating Permits.

(a) Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

- (1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;
- (2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:
 - (i) Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;
 - (ii) Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;
 - (iii) Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;
 - (iv) Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;
 - (v) Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;
 - (vi) Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;
 - (vii) Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;
 - (viii) Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;
 - (ix) Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;
 - (x) Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;
 - (xi) Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;
 - (xii) Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and

(xiii) Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle in accordance with the permitting requirements established by Local Law Number [___ of ___], as now in effect or as hereafter amended from time to time.

(3) energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

(4) buildings containing one or more assembly areas;

(5) outdoor events where the planned attendance exceeds 1,000 persons;

(6) facilities that store, handle or use hazardous production materials;

(7) parking garages as defined in subdivision (a) of section 13 of this local law;

(8) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the [specify legislative body] of this [City / Town / Village]; and

(9) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the [specify legislative body] of this [City / Town / Village].

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) This subdivision is intentionally omitted.

(d) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or Inspector authorized by the Code Enforcement Officer that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the City sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as

satisfactory and the operating permit shall be issued, or the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.

(e) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in their discretion, issue a single Operating Permit to apply to all such activities.

(f) Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:

- (1) six months days for tents, special event structures, and other membrane structures;
- (2) sixty-days for alternative activities at a sugarhouse;
- (3) three years for the activities, structures, and operations determined per paragraph (9) of subdivision (a) of this section, and
- (4) one year for all other activities, structures, and operations identified in subdivision (a) of this section. The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

(g) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

(h) Fee. The fee specified in or determined in accordance with the provisions set forth in section _____ (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

§200-16. Fire safety and property maintenance inspections.

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

- (1) at least once every twelve months for buildings which contain an assembly area;
- (2) at least once every twelve months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
- (3) at least once every twenty-four months for multiple dwellings and all nonresidential occupancies.

(b) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector

authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

(c) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

- (1) the request of the owner of the property to be inspected or an authorized agent of such owner;
- (2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
- (3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(d) OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b.

Notwithstanding any other provision of this section to the contrary, the Code Enforcement Officer may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

- (1) the Code Enforcement Officer is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);
- (2) the Code Enforcement Officer is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

- (3) such inspections are performed no less frequently than once a year;
- (4) a true and complete copy of the report of each such inspection is provided to the Code Enforcement Officer; and
- (5) upon receipt of each such report, the Code Enforcement Officer takes the appropriate action prescribed by section 17 (Violations) of this local law.]

(e) Fee. The fee specified in or determined in accordance with the provisions set forth in section _____ (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

§200-17. Complaints.

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance, or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- (a) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- (b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 17 (Violations) of this local law;
- (c) if appropriate, issuing a Stop Work Order;
- (d) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§200-18. Condition Assessment of Parking Garages.

(a) Definitions. For the purposes of this section:

- (1) the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
- (2) the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

(i) buildings in which the only level used for parking or storage of motor vehicles is on grade;

(ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

(iii) a townhouse unit with attached parking exclusively for such unit;

(4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

(6) the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

(7) the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the City, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

(c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.

(2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

(i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;

(ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

(iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

(3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment within six months of the passage of this local law.

(d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three years.

(e) Additional Condition Assessments.

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the City becomes aware of any new or increased deterioration which, in the judgment of the City, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the City to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the City within thirty days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
- (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
- (3) an evaluation and description of the unsafe conditions;
- (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

- (5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
- (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
- (7) the responsible professional engineer's recommendation regarding preventative maintenance;
- (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
- (9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

(g) Review Condition Assessment Reports. The City shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the City shall, by Order to Remedy or such other means of enforcement as the City may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the City to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

(h) The City shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the City with a written statement attesting to the fact that he or she has been so engaged, the City shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The City shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition

assessment reports (or copies thereof) available to the professional engineer.

(i) This section shall not limit or impair the right or the obligation of the City:

(1) to perform such construction inspections as are required by section 5 (Construction Inspections) of this local law;

(2) to perform such periodic fire safety and property maintenance inspections as are required by section 11 (Fire Safety and Property Maintenance Inspections) of this local law; and/or

(3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the City by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

§200-19. CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

(a) The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within this City as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

(1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

(2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and

(3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:

(i) the accompanying Flood Insurance Rate Map (FIRM);

(ii) Flood Boundary and Floodway Map (FBFM); and

(iii) related supporting data along with any revisions thereto.

(b) The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

§200-20. Recordkeeping.

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) all applications received, reviewed and approved or denied;

- (2) all plans, specifications and construction documents approved;
- (3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
- (4) all inspections and tests performed;
- (5) all statements and reports issued;
- (6) all complaints received;
- (7) all investigations conducted;
- (8) all condition assessment reports received;
- (9) all fees charged and collected; and
- (10) all other features and activities specified in or contemplated by sections 4 through 14, inclusive, of this local law.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

§200-21. Program Review and Reporting.

(a) The Code Enforcement Officer shall annually submit to the City Council of this City a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section ____ (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this City, on a form prescribed by the Secretary of State, a report of the activities of this City relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this City is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

§200-22: Violations.

(a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code

Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following: "The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Penalties. In addition to such other penalties as may be prescribed by State law, (1) any Person who violates any provision of this local law or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be punishable by a fine of not more than \$200.00 per day of violation, or imprisonment not exceeding fifteen days, or both; and (2) any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to pay a civil penalty of not more than \$200.00 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this City.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this City, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this City, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the City Council of this City.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section _____ (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section _____ (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

§200-23: Fees.

A fee schedule shall be established by resolution of the City Council of This City. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

§200-24. Intermunicipal agreements.

The City Council of this City may, by resolution, authorize the Mayor of this City to enter into an agreement, in the name of this City, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

§200-25. Partial invalidity.

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

§200-26. Effective date.

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.