



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

Date: November 20, 2024

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

Introduced by Committee: Planning

**ORDINANCE**

*entitled*

**AN ORDINANCE AUTHORIZING THE SALE OF  
A PORTION OF 138 GAYLORD STREET TO U.S.  
BANK TRUST, N.A., AS TRUSTEE FOR LSF9  
MASTER PARTICIPATON TRUST**

WHEREAS, the City of Binghamton is the owner of a portion of real property (previously known as Lot 78) located at 138 Gaylord St, Binghamton, NY, Tax Parcel No. #145.54-4-6 (the “Premises”); and

WHEREAS, Tax Parcel No. #145.54-4-6 combined Lot 78 and Lot 49 into a single parcel, with the City retaining an ownership interest in Lot 78, and U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust (the “Bank”) having an ownership interest in Lot 49; and

WHEREAS, the Bank would like to purchase the City of Binghamton’s interest in the Lot 78 portion of Tax Parcel No. #145.54-4-6 to receive clear Title of the parcel; and

WHEREAS, the City received an Offer to Purchase the Premises (Lot 78), in which the City has an interest, from The Bank for \$500.00; and

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

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

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on November 20, 2024.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain by at least a three-fourths vote as follows:

Section 1. That the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into a contract for sale and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to transfer the Premises to the Bank or its designee, by Quitclaim deed for \$500.00, to be paid by cash, certified, or local bank check; and

Section 2. That this Ordinance shall take effect immediately.

Introductory No.     O24-100    

Permanent No. \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING THE SALE OF A PORTION OF 138 GAYLORD STREET TO U.S. BANK TRUST, N.A., TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on \_\_\_\_\_. Approved by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Planning

**ORDINANCE**

*entitled*

**AN ORDINANCE AUTHORIZING THE SALE OF  
181 HAWLEY STREET TO THE BROOME  
COUNTY LAND BANK FOR \$1**

WHEREAS, the City of Binghamton is the owner of certain real property located at 181 Hawley Street, Binghamton, NY, Tax Parcel No. #160.42-2-46 (the "Premises"); and

WHEREAS, the City received an Offer to Purchase the Premises from Broome County Land Bank for \$1.00; and

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

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

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on November 20, 2024.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain by at least a three-fourths vote as follows:

Section 1. That the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into a contract for sale and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to transfer the Premises to Broome County Land Bank or its designee, by Quitclaim deed for \$1.00, to be paid by cash, certified, or local bank check; and

Section 2. That this Ordinance shall take effect immediately.

Introductory No. O24-101

Permanent No. \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING THE SALE OF  
181 HAWLEY STREET TO BROOME COUNTY  
LAND BANK FOR \$1

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

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

Date Presented to Mayor \_\_\_\_\_

Date Approved \_\_\_\_\_

Mayor \_\_\_\_\_

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

Code of the City of Binghamton

Adopted     Defeated

\_\_\_ Ayes \_\_\_ Nays \_\_\_ Abstain \_\_\_ Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on \_\_\_\_\_. Approved by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2024  
DEPARTMENT OF SANITATION BUDGET**

WHEREAS, the Comptroller and Treasurer of the City of Binghamton find it proper and necessary to amend the 2024 Department of Sanitation budget to decrease tipping fees and increase bag distribution; and

WHEREAS, the budget transfer to implement the change for 2024 was approved by the Board of Estimate and Apportionment on November 20, 2024.

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

Section 1. That the Comptroller and Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2024 Department of Sanitation budget to decrease tipping fees and increase bag distribution as follows:

<b>Transfer From:</b>	<b>Transfer To:</b>
\$25,238.74 CL8160.54661	\$25,238.74 CL8160.54460
<u>(TIPPING FEES)</u>	<u>(BAG PRODUCTION/DISTRIBUTION)</u>
Total: \$25,238.74	\$25,238.74

Section 2. That this ordinance shall take effect immediately.

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

\_\_\_\_\_  
Charles Robinson, Comptroller

Introductory No.     O24-102    

Permanent No. \_\_\_\_\_

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

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AN ORDINANCE TO AMEND THE 2024  
DEPARTMENT OF PUBLIC WORKS  
BUDGET

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Public Works and Parks

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2024 WATER  
AND SEWER BUDGET TO TRANSFER FUNDS  
TO EQUIPMENT LINE**

WHEREAS, the Comptroller and Treasurer of the City of Binghamton find it proper and necessary to amend the 2024 Water and Sewer budget to transfer funds to the equipment line; and

WHEREAS, the budget transfer to implement the change for 2024 was approved by the Board of Estimate and Apportionment on November 20, 2024.

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

Section 1. That the Comptroller and Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2024 Water and Sewer budget to transfer funds to the equipment line as follows:

<b>Transfer From:</b>	<b>Transfer To:</b>
<u>\$16,588.41 H8210.525343(JET CLEANER)</u>	<u>\$16,588.41 H8210.590038(EQUIPMENT)</u>
Total: \$16,588.41	\$16,588.41

Section 2. That this ordinance shall take effect immediately.

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

\_\_\_\_\_  
Charles Robinson, Comptroller

Introductory No.       O24-103      

Permanent No. \_\_\_\_\_

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

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AN ORDINANCE TO AMEND THE 2024  
SEWER CAPITAL BUDGET

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_ Ayes \_\_\_ Nays \_\_\_ Abstain \_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.





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

Date: November 20, 2024

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE AMENDING THE 2024 HOME  
BUDGET TO ADJUST FOR REHABILITATION  
AND HUD PROGRAM INCOME**

WHEREAS, the Comptroller of the City of Binghamton and the Director of Planning, Housing, and Community Development find it proper and necessary to amend the 2024 HOME budget to adjust for HOME program income; and

WHEREAS, such budget amendment was approved by the Board of Estimate and Apportionment on November 20, 2024.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2024 HOME budget to adjust for HUD Program Income as follows:

- i. \$5,543.55 decrease revenue budget line CE.42170.CEY49 (Community Dev. Income); and
- ii. \$5,543.55 decrease expense budget line CE8668.533800.CEY490; and

Section 2. That this ordinance shall take effect immediately.

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

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Charles Robinson, Comptroller

Introductory No.     O24-104    

Permanent No. \_\_\_\_\_

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

AN ORDINANCE AMENDING THE 2024 HOME  
BUDGET TO ADJUST FOR REHABILITATION TO  
ADJUST FOR HUD PROGRAM INCOME

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on \_\_\_\_\_. Approved by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE AMENDING THE 2024 CDBG  
GRANT BUDGET FOR HOME  
OWNERSHIP/REHABILITATION TO ADJUST  
FOR HUD PROGRAM INCOME**

WHEREAS, the Comptroller of the City of Binghamton and the Director of Planning, Housing, and Community Development find it proper and necessary to amend the 2024 CDBG Grant Budget for Homeownership/Rehabilitation to adjust for HUD program income; and

WHEREAS, such budget amendment was approved by the Board of Estimate and Apportionment on November 20, 2024.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2024 budget CDBG Grant Budget for Homeownership/Rehabilitation to adjust for HUD Program Income as follows:

- i. \$268,913.20 decrease revenue budget line CD.42170.CDY49 (COMMUNITY DEV INCOME)
- ii. \$268,913.20 decrease expense budget line CD8668.533509.CDY49 (HOMEOWNERSHIP/REHAB)

Section 2. That this ordinance shall take effect immediately.

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

\_\_\_\_\_  
Charles Robinson, Comptroller

Introductory No.       O24-176      

Permanent No. \_\_\_\_\_

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

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AN ORDINANCE AMENDING THE 2024 CDBG  
GRANT BUDGET FOR HOME  
OWNERSHIP/REHABILITATION TO ADJUST  
FOR HUD PROGRAM INCOME

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Planning

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE CITY OF  
BINGHAMTON TO SUBMIT AN APPLICATION  
FOR FUNDING FROM EMPIRE STATE  
DEVELOPMENT CORPORATION RESTORE  
NEW YORK COMMUNITIES INITIATIVE  
ROUND 9

WHEREAS, the Restore New York Communities Initiative provides municipalities with financial assistance for revitalization of commercial and residential properties. The program encourages community development and neighborhood growth through the elimination and redevelopment of blighted structures; and

WHEREAS, the City of Binghamton is eligible to apply for such funding in Round 9 in an amount not to exceed \$550,000; and

WHEREAS, the City Council has determined that such funding should be used to assist in the proposed 191 Front Street Blight Reduction Project. The proposed demolition and site preparation of four currently vacant and blighted properties will set the stage for approximately 68,000 square feet of unused space to be transformed into mixed-use facilities equipped with commercial/retail space and up to 156 affordable apartment units. The proposed project is consistent with the City's goals and plans, the financing proposed for the project is appropriate, and the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign and submit the Restore New York Round 9 application for consideration; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign all agreements, certifications and other documents, approved as to form and content by the Office of Corporation Counsel, required to complete the application and to accept grants and administer the programs that are proposed for this funding.

Introductory No.       R24-102      

Permanent No. \_\_\_\_\_

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

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A RESOLUTION AUTHORIZING THE CITY OF  
BINGHAMTON TO SUBMIT AN APPLICATION  
FOR FUNDING FROM EMPIRE STATE  
DEVELOPMENT CORPORATION RESTORE  
NEW YORK COMMUNITIES INITIATIVE  
ROUND 9

---

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted     Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.

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

Date: November 20, 2024

Sponsored by Council Members: Hotchkiss, Cavanaugh, Dundon, Middleton

Introduced by Committee: Planning

**RESOLUTION**

*entitled*

**A RESOLUTION TO ADOPT ENERGY  
BENCHMARKING REQUIREMENTS FOR  
CERTAIN MUNICIPAL BUILDINGS**

WHEREAS, buildings are the single largest user of energy in the State New York. The poorest performing buildings typically use several times the energy of the highest performing buildings-for the exact same building use; and

WHEREAS, collecting, reporting, and sharing building energy data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide, and equipped with this information the City of Binghamton is able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement; and

WHEREAS, the City of Binghamton desires to use Building Energy Benchmarking -a process of measuring a building's energy use, tracking that use over time, and comparing performance to similar buildings -to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the City of Binghamton; and

WHEREAS, the City of Binghamton City Council desires to establish procedure or guideline for City of Binghamton staff to conduct such Building Energy Benchmarking; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED, that the following specific policies and procedures are hereby adopted;

**BUILDING ENERGY BENCHMARKING POLICY/PROCEDURES**

**§1. DEFINITIONS**

(1) "Benchmarking Information" shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.

(2) "Building Energy Benchmarking" shall mean the process of measuring a building's Energy use, tracking that use over time, and comparing performance to similar buildings.

(3) "Commissioner" shall mean the head of the Department.

(4) "Covered Municipal Building" shall mean a building or facility that is owned or occupied by the City of Binghamton that is 1,000 square feet or larger in size.

(5) "Department" shall mean the Department selected to enforce the Benchmarking Policy: Engineering.

(6) "Energy" shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.

(7) "Energy Performance Score" shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.

(8) "Energy Use Intensity (EUI)" shall mean the kBtUs (1,000 British Thermal Units) used per square foot of gross floor area.

(9) "Gross Floor Area" shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.

(11) "Portfolio Manager" shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative Energy performance of buildings nationwide, or successor.

(12) "Utility" shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.

(13) "Weather Normalized Site EUI" shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations.

## **§2. APPLICABILITY**

(1) This policy is applicable to all Covered Municipal Buildings as defined in Section 2 of this policy.

(2) The Commissioner may exempt a particular Covered Municipal Building from the benchmarking requirement if the Commissioner determines that it has characteristics that make benchmarking impractical.

## **§3. BENCHMARKING REQUIRED FOR COVERED MUNICIPAL BUILDINGS**

(1) No later than May 1, 2025, and no later than May 1 every year thereafter, the Commissioner or his or her designee from the Department shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year.

(2) For new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee from the Department shall begin inputting data in the following year.

## **§4. DISCLOSURE AND PUBLICATION OF BENCHMARKING INFORMATION**

(1) The Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:



(a) no later than September 1, 2025 and by September 1 of each year thereafter for Covered Municipal Buildings; and

(2) The Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:

(a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and

(b) For each Covered Municipal Building individually:

(i) The status of compliance with the requirements of this Policy; and

(ii) The building address, primary use type, and gross floor area; and

(iii) Annual summary statistics, including site BUI, Weather Normalized Source BUI, annual GHG emissions, and an Energy Performance Score where available; and

(iv) A comparison of the annual summary statistics (as required by Section 5(2)(b)(iii) of this Policy) across calendar years for all years since annual reporting under this Policy has been required for said building.

#### **§5. MAINTENANCE OF RECORDS**

The Department shall maintain records as necessary for carrying out the purposes of this Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years.

#### **§6. ENFORCEMENT AND ADMINISTRATION**

(1) The Commissioner or his or her designee from the Department shall be the Chief Enforcement Officer of this Policy.

(2) The Chief Enforcement Officer of this Policy may promulgate regulations necessary for the administration of the requirements of this Policy.

(3) Within thirty days after each anniversary date of the effective date of this Policy, the Chief Enforcement Officer shall submit a report to City Council including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for the exemption, and the status of compliance with the requirements of this Policy.

#### **§7. EFFECTIVE DATE**

This policy shall be effective immediately upon passage.

#### **§8. SEVERABILITY**

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Introductory No.       R24-87      

Permanent No. \_\_\_\_\_

Sponsored by City Council Members: Hotchkiss,  
Cavanaugh, Dundon, Middleton

\_\_\_\_\_

A RESOLUTION TO ADOPT ENERGY  
BENCHMARKING REQUIREMENTS FOR  
CERTAIN MUNICIPAL BUILDINGS

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.



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

Dated: November 20, 2024

Sponsored by Councilmember(s):

Introduced by Committee(s) on: Planning

**RESOLUTION  
*entitled***

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHRYSALIS RESEARCH & CONSULTING, LLC. FOR THE CREATION OF AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY REQUIRED FOR THE 2024 HUD CONSOLIDATED PLAN

WHEREAS, the Director of Planning, Housing, and Community Development recommends the City to enter into an agreement with CHRYSALIS RESEARCH & CONSULTING, LLC. for the creation of an Analysis Impediments to Fair Housing study required for the 2024 HUD Consolidated Plan at a cost not to exceed \$25,500;

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with CHRYSALIS RESEARCH & CONSULTING, LLC. for the creation of an Analysis Impediments to Fair Housing study required for the 2024 HUD Consolidated Plan at a cost not to exceed \$25,500; and that funds shall be deducted from budget lines \$20,000 - CD8686.533528.CDY49 (Admin Services) and \$5,500 - CD8686.533528.CDY48 (Admin Services) for this purpose.

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

\_\_\_\_\_  
Charles Robinson, Comptroller

**RESOLUTION**

Intro. No R24-88

Perm No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHRYSALIS RESEARCH & CONSULTING, LLC. FOR THE CREATION OF AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY REQUIRED FOR THE 2024 HUD CONSOLIDATED PLAN**

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

Sponsored by:

\_\_\_\_\_ Date

\_\_\_\_\_ City Clerk

\_\_\_\_\_ Date Presented to the Mayor

\_\_\_\_\_ Date Approved

\_\_\_\_\_ Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_\_ Ayes    \_\_\_\_\_ Nays    \_\_\_\_\_ Abstained    \_\_\_\_\_ Absent



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

Dated: November 20, 2024

Sponsored by Councilmember(s): Kosty, Dundon, Cavanaugh, Middleton, Hotchkiss

Introduced by Committee(s) on: Employees

**RESOLUTION**  
*entitled*

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

WHEREAS, pursuant to New York State Civil Service Law Article 14--Public Employees' Fair Employment Act, the Mayor and the Binghamton Firefighters Local 729, AFL-CIO, IAFF have executed an agreement for calendar years 2025, 2026, 2027, and 2028, which requires legislative approval; and

WHEREAS, the agreement is attached hereto.

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

RESOLVE that the attached agreement between the Mayor and the Binghamton Firefighters Local 729, AFL-CIO, IAFF for calendar years 2025, 2026, 2027, and 2028 is approved.

**RESOLUTION**

Intro. No R24-89

Perm No. \_\_\_\_\_

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

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

Sponsored by: Kosty, Dundon, Cavanaugh, Middleton,  
Hotchkiss

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to the Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_\_ Ayes    \_\_\_\_\_ Nays    \_\_\_\_\_ Abstained    \_\_\_\_\_ Absent

**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 some 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 sub paragraphs, 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 a 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:

	<b>Member pays</b>	<b>City pays</b>
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

	<b>Member pays</b>	<b>City pays</b>
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:

	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>	<b>1/1/2028</b>
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 <sup>st</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) 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 15<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> year anniversary  
12 on 3<sup>rd</sup> year anniversary

16 on 4<sup>th</sup> year anniversary  
22 on 20<sup>th</sup> 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 2<sup>nd</sup> 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



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

Date: November 20, 2024

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

Introduced by Committee: Municipal and Public Affairs

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT A DONATION FROM THE  
BINGHAMTON HOMETOWN HEROES  
BANNER PROGRAM

WHEREAS, the Binghamton Hometown Heroes Program has offered a donation to the City of Binghamton in the amount of fifty banners for installation from the intersection of the Bevier Street Bridge down Front Street; and

WHEREAS, the City of Binghamton wishes to accept the donation.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to accept a donation to the City of Binghamton in the amount of fifty banners for installation from the intersection of the Bevier Street Bridge down Front Street.



Introductory No.     R24-90    

Permanent No. \_\_\_\_\_

Sponsored by City Council Members: Middleton,  
Kosty, Dundon, Cavanaugh, Hotchkiss

\_\_\_\_\_  
A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT A DONATION FROM THE  
BINGHAMTON HOMETOWN HEROES BANNER  
PROGRAM  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Public Works and Parks

**RESOLUTION**  
*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO SUPPLEMENTAL  
AGREEMENT NO. 5 WITH BARTON &  
LOGUIDICE, D.P.C. FOR ADDITIONAL  
SERVICES FOR PHASE 2 OF THE DECO  
DISTRICT STREETSCAPES IMPROVEMENTS  
PROJECT

WHEREAS, pursuant to Permanent Resolution 20-43, dated May 6, 2020, City Council authorized the Mayor to enter into an agreement with Barton & Loguidice, D.P.C. for preliminary design services for the DECO District Streetscape Improvements Project; and

WHEREAS, pursuant to Permanent Resolution 21-07, dated January 20, 2021, City Council authorized the Mayor to enter into Supplemental Agreement No. 1 with Barton & Loguidice, D.P.C. for additional services for the DECO District Streetscape Improvements Project; and

WHEREAS, pursuant to Permanent Resolution 22-30, dated April 6, 2022, City Council authorized the Mayor to enter into Supplemental Agreement No. 2 with Barton & Loguidice, D.P.C. for additional services for the DECO District Streetscape Improvements Project; and

WHEREAS, pursuant to Permanent Resolution 23-66, dated August 23, 2023, City Council authorized the Mayor to enter into Supplemental Agreement No. 3 with Barton & Loguidice, D.P.C. for additional services for the DECO District Streetscape Improvements Project; and

WHEREAS, pursuant to Permanent Resolution R24-54, dated July 10, 2024, City Council authorized the Mayor to enter into Supplemental Agreement No. 4 with Barton & Loguidice, D.P.C. for additional services for the DECO District Streetscape Improvements Project; and

WHEREAS, the City Engineer recommends the City enter into Supplemental No. 5 Agreement with Barton & Loguidice D.P.C for additional services for the DECO District Streetscape Improvements Project, including street lighting and providing utility coordination in an amount not to exceed \$50,000.00.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into Supplemental Agreement No. 5, approved as to form and content by the Office of Corporation Counsel, with Barton & Loguidice, D.P.C. for Additional Services for the DECO District Streetscape Improvements Project, at a cost not to exceed \$50,000.00; and that funds shall be deducted from budget line H5112.525173.12220 (DECO District Improvements) for this purpose.

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

---

Charles Robinson, Comptroller

Introductory No.       R24-91      

Permanent No. \_\_\_\_\_

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

\_\_\_\_\_  
A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO SUPPLEMENTAL  
AGREEMENT NO. 5 WITH BARTON &  
LOGUIDICE, D.P.C. FOR ADDITIONAL  
SERVICES FOR PHASE 2 OF THE DECO  
DISTRICT STREETSCAPES IMPROVEMENTS  
PROJECT

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Public Works and Parks

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO AMEND THE AGREEMENT WITH BARTON  
AND LOGUIDICE D.P.C. FOR A PRELIMINARY  
ENGINEERING REPORT FOR THE BALL  
AVENUE OUTFALL

WHEREAS, pursuant to Permanent Resolution R24-55, dated July 10, 2024, the City of Binghamton entered into a Professional Services agreement with Barton and Loguidice D.P.C. for a preliminary engineering report for the Ball Avenue Outfall; and

WHEREAS, the City Engineer recommends the City amend the agreement to revise the total fee for the project to \$56,781.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to amend the Professional Services agreement, approved as to form and content by the Office of Corporation Counsel, with Barton and Loguidice D.P.C. to revise the total project cost to \$56,781, and that the additional funds shall be deducted from budget line H1440.525340.22824 (Engineering Design Projects) for this purpose.

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

---

Charles Robinson, Comptroller

Introductory No.       R24-92      

Permanent No. \_\_\_\_\_

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

---

A RESOLUTION AUTHORIZING THE MAYOR  
TO AMEND THE AGREEMENT WITH BARTON  
AND LOGUIDICE D.P.C. FOR A PRELIMINARY  
ENGINEERING REPORT FOR THE BALL  
AVENUE OUTFALL

---

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.



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

Date: November 20, 2024

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

Introduced by Committee: Municipal and Public Affairs

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN AMENDED AND  
RESTATED PARKING AGREEMENT WITH  
BOSCOV'S DEPARTMENT STORE, LLC.

WHEREAS, pursuant to Permanent Resolution R13-044, dated May 8, 2013, the City of Binghamton entered into an agreement with Boscov's Department Store, LLC. for use of municipal parking ramps; and

WHEREAS, the City of Binghamton wishes to amend this agreement as outlined in the attached proposal.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an amended and restated parking agreement, approved as to form and content by the Office of Corporation Counsel, with Boscov's Department Store, LLC., as annexed hereto.

Introductory No.       R24-93      

Permanent No. \_\_\_\_\_

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

\_\_\_\_\_  
A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN AMENDED AND  
RESTATED PARKING AGREEMENT WITH  
BOSCOV'S DEPARTMENT STORE, LLC.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on \_\_\_\_\_. Approved by the Mayor on \_\_\_\_\_.





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

Date: November 20, 2024

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

Introduced by Committee: Municipal and Public Affairs

**RESOLUTION**

*entitled*

**A RESOLUTION AUTHORIZING FREE  
PARKING AT THE WATER STREET PARKING  
RAMP FROM 11/30/2024-12/7/2024**

WHEREAS, the Director of Economic Development has recommended the City of Binghamton 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 the downtown area; and

WHEREAS the City of Binghamton wishes to waive the fee from 11/30/2024 to 12/7/2024.

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

RESOLVE that free parking shall be provided to all patrons for the first two hours of parking at the Water Street Parking Garage at 183 Water Street between 11/30/2024 and 12/7/2024 only; and be it further

RESOLVED that a copy of this Resolution shall be forwarded to the Binghamton Police Department.

Introductory No.       R24-94      

Permanent No. \_\_\_\_\_

Sponsored by City Council Members: Middleton,  
Dundon, Kosty, Cavanaugh, Hotchkiss

\_\_\_\_\_  
A RESOLUTION AUTHORIZING FREE PARKING  
AT THE WATER STREET PARKING RAMP  
FROM 11/30/2024-12/7/2024  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Presented to Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor

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

Code of the City of Binghamton

Adopted       Defeated

\_\_\_\_ Ayes    \_\_\_\_ Nays    \_\_\_\_ Abstain    \_\_\_\_ Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on \_\_\_\_\_. Approved  
by the Mayor on \_\_\_\_\_.