



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

Date: November 18, 2020

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

Introduced by Committee: Municipal Public Affairs

RESOLUTION

entitled

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
FRITO LAY, INC. FOR EMERGENCY
CONFINED SPACE RESCUE**

WHEREAS, the Binghamton Fire Bureau provides emergency confined space rescue services for a fee; and

WHEREAS, Frito Lay, Inc. has requested a three (3) year contract from December 1, 2020, to November 30, 2023, for this service at the Frito Lay Plant located at 10 Spud Lane, Binghamton, NY 13904; and

WHEREAS, Frito Lay, Inc. will pay \$4,700 per year for the contract; and

WHEREAS, in the event that the Binghamton Fire Bureau is needed, the cost would be an additional \$825 per hour; and

WHEREAS, the Fire Chief has recommended approval the attached contract.

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 Frito Lay, Inc. for the City of Binghamton Fire Bureau to provide emergency confined space rescue services in accordance with the attached contract.

Introductory No. R20-106

Permanent No. **R 20-106**

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

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH FRITO
LAY, INC. FOR EMERGENCY CONFINED SPACE
RESCUE

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

Date 11/18/2020

City Clerk [Signature]

Date Presented to Mayor

11/19/2020
Date Approved

Mayor [Signature]

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

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 11/18/2020. Approved
by the Mayor on 11/19/2020.

[Signature]

MUNICIPAL COOPERATION AGREEMENT EMERGENCY CONFINED SPACE RESCUE

PARTIES: Frito Lay, Inc., 10 Spud Lane, Binghamton, NY 13904 (Frito Lay)

And

City of Binghamton, Municipal Plaza, 38 Hawley Street, Binghamton,
New York 13901 (City)

RECITIALS:

- Frito Lay has a manufacturing complex located at 10 Spud Lane, Binghamton, NY 13904, the property, and desires to provide for first responder rescue in emergency confined space situations.
- The City has a professional fire department which can provide emergency confined space rescue services in compliance with Title 29, Code of Federal Regulations Part 1910.146.

THE PARTIES AGREE AS FOLLOWS:

1. **Emergency Confined Space Rescue.** The City agrees to provide apparatus, appliances and rescue personnel for the furnishing of confined space rescue to the property when notified by telephone, or any other manner of a confined space emergency within the property, except when required personnel and/or resources are already committed to an active call elsewhere, in which case requested assistance will be provided as soon as practicable thereafter. The City will then respond to the emergency without delay and with apparatus, appliances and rescue personnel, and the City will diligently, in every way reasonable, rescue entrapped personnel.

Furthermore, the City's rescue team will conduct on site rescue training at least once a year. Training will include both confined space and high angle training.

2. **Terms of Agreement.** This Agreement shall run for a period of three (3) years from the date of execution, unless terminated as provided herein.
3. **Termination of Agreement.** This Agreement may be terminated by either party by giving written notice of thirty (30) days prior to the annual anniversary agreement date.

4. Consideration. In consideration of furnishing such protection, Frito Lay will pay the City according to the schedule herein:

Year 1 - \$4,700 (12/1/2020 – 11/30/2021)
Year 2 - \$4,700 (12/1/2021 – 11/30/2022)
Year 3 - \$4,700 (12/1/2022 – 11/30/2023)

Said payment shall occur within 45 days after receipt of an invoice from the City which will be sent out immediately upon execution of this agreement. In addition, should the City's rescue team be called to the site for an actual emergency Frito Lay will pay the City the sum per hour, one hour minimum, with a pro-rated charge for each additional fifteen minute period that the rescue team is requested to respond according to the schedule herein:

Year 1 - \$825 per hour
Year 2 - \$825 per hour
Year 3 - \$825 per hour

5. Liability. Frito Lay agrees to indemnify and hold harmless the City from any claims or liability, including the cost of defense, in relation to any damages or personal injuries arising from the negligence of Frito Lay, its agents and/or employees.

The parties have caused this agreement to be signed by its representatives, after legislative action which occurred at a meeting duly noticed, this _____ day of _____ 2020.

FRITO LAY, INC.

CITY OF BINGHAMTON

By: _____

By: _____

Zd

