



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Sophia Resciniti, City Council President
Leighton Rogers, City Clerk

COUNCIL OF THE CITY OF BINGHAMTON
Business Meeting Agenda
City Hall, 38 Hawley Street, Binghamton, NY 13901
Wednesday, November 3, 2021

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. ACKNOWLEDGEMENTS AND RECOGNITIONS

V. REPORTS FROM COMMITTEES AND APPROVAL OF MINUTES

Approval of Minutes

Approve the Minutes from the October 10, 2021 Business Meeting and the October 25, 2021 Special Business Meeting.

City Council Finance Committee: Strawn (Chair), Scanlon, Burns

No items to report.

City Council Planning & Community Development Committee: Strawn (Chair), Scaringi, Friedman

No items to report.

City Council Municipal & Public Affairs Committee: Scanlon (Chair), Strawn, Riley

No items to report.

City Council Public Works/Parks & Recreation Committee: Scanlon (Chair), Scaringi, Riley

No items to report.

City Council Employees Committee: Scaringi (Chair), Scanlon, Burns

No items to report.

City Council Rules & Procedures/Special Studies Committee: Scaringi (Chair), Strawn, Friedman

No items to report.

VI. APPROVAL OF APPOINTMENTS

VII. PUBLIC HEARING

VIII. SET PUBLIC HEARINGS

Binghamton City Council and the Mayor will hold a Public Hearing regarding Permanent Ordinance 21-60 An Ordinance authorizing the mayor to submit the FY47 Annual Action Plan and accept any and all funds allocated by the US Department of Housing and Urban Development from the CDBG, ESG, and Home Entitlement programs. This Public Hearing will take place during the next regular



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City Council Business Meeting at 6pm on November 17, 2021, in City Hall, 38 Hawley Street, Binghamton, NY and virtually via zoom.

Residents wishing to submit comments may do so electronically by emailing their comments prior to 1:00pm on the day of the meeting to clerk@cityofbinghamton.com or virtually via zoom during the meeting. For any questions, please contact the City Clerk's Office at (607) 772-7005.

IX. PUBLIC COMMENT/COMMUNICATION

*Please note: Residents wishing to submit public comment may do so electronically by emailing their comments prior to 1:00pm on the day of the meeting to clerk@cityofbinghamton.com

X. REVIEW OF MAYORAL VETO

XI. SECOND READING LEGISLATION

XII. FIRST READING LEGISLATION

A. PREFERRED AGENDA

Introductory Ordinance 21-120. Considered in Finance: Strawn

An Ordinance to amend the 2021 Mayor budget to allocate American Rescue Plan Act funds for additional Coronavirus expenses

Introductory Ordinance 21-121. Considered in Finance: Strawn

An Ordinance to amend the 2021 Capital Fund budget to close bond lines that are no longer active

Introductory Ordinance 21-122. Considered in Finance: Strawn

An Ordinance to amend the 2021 Capital Fund budget to close the 2017 Explosive Detective Canine Grant lines

Introductory Ordinance 21-123. Considered in Finance: Strawn

An Ordinance to amend the 2021 Capital budget to allocate American Rescue Plan Act funds for water and sewer line improvements

Introductory Ordinance 21-124. Considered in Finance: Strawn

An Ordinance allocate the American Rescue Plan Act funds for tourism, city marketing, and promotions over the next 3 years 2022-2024

Introductory Ordinance 21-125. Considered in Finance: Strawn

An Ordinance to amend the 2021 budget to fund demolition of blighted properties

Introductory Ordinance 21-126. Considered in Finance: Strawn

An Ordinance to amend the 2021 DPW budget to create a new Street Maintainer Supervisor position



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Introductory Ordinance 21-127. Considered in Finance: Strawn

An Ordinance establishing the City of Binghamton Water Street Development Corporation

Introductory Resolution 21-88. Considered in Employees: Scaringi

A Resolution approving the collective bargaining agreement for the Civil Service Employees Association, Inc. for 2022-2024

Introductory Resolution 21-89. Considered in Planning: Strawn

A Resolution authorizing the Mayor to enter into agreements with various small businesses for distribution of Covid-19 Cares Act funds

Introductory Resolution 21-90. Considered in Finance: Strawn

A Resolution authorizing the Mayor to enter into an agreement with the Broome County Land Bank for the Affordable Homes Program

Introductory Resolution 21-91. Considered in Planning: Strawn

A Resolution to accept \$330,000 from the Environmental Facilities Corporation Green Infrastructure Grant Program

B. NON PREFERRED AGENDA

XIII. COMMUNICATIONS FROM COUNCIL MEMBERS

XIV. ADJOURNMENT



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

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2021
MAYOR BUDGET TO ALLOCATE AMERICAN
RESCUE PLAN ACT FUNDS FOR ADDITIONAL
CORONAVIRUS EXPENSES

WHEREAS, the Mayor and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2021 Mayor budget to allocate American Rescue Plan Act (ARPA) funds for additional Coronavirus expenses in the amount of \$45,000; and

WHEREAS, such budget amendment was approved by the Board of Estimate and Apportionment on November 3, 2021.

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 2021 Mayor budget to allocate American Rescue Plan Act (ARPA) funds for additional Coronavirus expenses in the amount of \$45,000 as follows:

- (i) \$45,000 increase to revenue budget line A.44089.F0015 (Federal Aid-Other)
- (ii) \$45,000 increase to expense budget line A1210.525900.F0015 (Mayor-Coronavirus Expense)

Section 2. That this Ordinance shall take effect immediately.

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



Chuck Shager, Comptroller



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

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2021
CAPITAL FUND BUDGET TO CLOSE BOND
LINES THAT ARE NO LONGER ACTIVE**

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2021 Capital Fund budget to close bond lines that are no longer active; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on November 3, 2021.

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 2021 Capital Fund budget to close bond lines that are no longer active as follows:

- (i) \$38,000.00 decrease revenue budget line H.45710 (Serial Bonds)
- (ii) \$38,000.00 decrease expense budget line H5120.525322.20619 (Demo.Ped.Bridge)

Section 2. That this ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2021
CAPITAL FUND BUDGET TO CLOSE THE 2017
EXPLOSIVE DETECTIVE CANINE GRANT
LINES

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2021 Capital Fund budget to close the 2017 Explosive Detective Canine Grant lines; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on November 3, 2021.

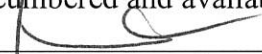
NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2021 Capital Fund budget to close 2017 Explosive Detective Canine Grant lines as follows:

- (i) \$2,249.00 decrease revenue budget line H.44389.P0060 (Fed.Aid.-17 Expdet. Canine Grant)
- (ii) \$2,249.00 decrease expense budget line H3120.555555.P0060 (17 Expdet. Canine Grant)

Section 2. That this ordinance shall take effect immediately.

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



Chuck Shager, Comptroller



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2021
CAPITAL BUDGET TO ALLOCATE AMERICAN
RESCUE PLAN ACT FUNDS FOR WATER AND
SEWER LINE IMPROVEMENTS

WHEREAS, the Mayor and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2021 budget to (i) create expense budget lines in the 2021 Capital budget for the water and sewer line improvements and (ii) allocate American Rescue Plan Act (ARPA) funds in the amount of \$2,750,000 for same; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on November 3, 2021.

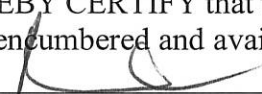
NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2021 budget to (i) create expense Capital budget lines for the water and sewer line improvements and (ii) allocate American Rescue Plan Act (ARPA) funds in the amount of \$2,750,000 for same as follows:

- (i) \$2,750,000 increase revenue budget line A.44089.F0015 (Fed.Aid-Stimulus)
- (ii) \$2,750,000 increase expense budget line A9950.59000.F0015 (Trans.Cap.ARP)
- (iii) \$2,750,000 increase expense budget line H45031.F0015 (Interfund Trans.ARP)
- (iv) \$2,000,000 increase expense budget line H8120.525055.F0015 (Sewer Lines)
- (v) \$ 750,000 increase expense budget line H8320.525058.F0015 (Water Lines)

Section 2. That this ordinance shall take effect immediately.

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



Chuck Shager, Comptroller

Legal Counsel Approval BML

RL 21-224

Introductory No. 021-124

Permanent No. _____



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

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO ALLOCATE AMERICAN
RESCUE PLAN ACT FUNDS FOR TOURISM,
CITY MARKETING, AND PROMOTIONS OVER
THE NEXT 3 YEARS 2022-2024**

WHEREAS, the Mayor and the Comptroller of the City of Binghamton find it proper and necessary to (i) create expense budget lines for tourism, City marketing, and promotions and (ii) allocate American Rescue Plan Act (ARPA) funds over the next 3 years 2022-2024 in the amount of \$200,000 for same; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on November 3, 2021.

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 (i) create expense budget lines for tourism, City marketing, and promotions and (ii) allocate the American Rescue Plan Act (ARPA) funds over the next 3 years 2022-2024 in the amount of \$200,000 for same as follows:

- (i) \$200,000 increase revenue budget line A.44089.F0015 (Federal Aid – Stimulus)
- (ii) \$200,000 increase expense budget line A6989.54742.F0015 (Tourism/Marketing/Promotions ARPA)

Section 2. That this ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds
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Chuck Shager, Comptroller



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

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2021
BUDGET TO FUND DEMOLITION OF
BLIGHTED PROPERTIES**

WHEREAS, the City Engineer and Comptroller of the City of Binghamton find it proper and necessary to amend the 2021 budget to fund demolition of blighted properties at 74 Front St., 34 Burr Ave., and 39 Gerard Ave.; and

WHEREAS, such budget amendment was approved by the Board of Estimate and Apportionment on November 3, 2021.

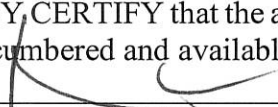
NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2021 budget to fund demolition of blighted properties at 74 Front St., 34 Burr Ave., and 39 Gerard Ave. as follows:

- (i) \$85,000 increase revenue budget line A.42680 (Insurance Recovery)
- (ii) \$85,000 increase expense budget line A9950.59000 (Transfer to Capital)
- (iii) \$85,000 increase revenue budget line H.43051 (Interfund Transfer)
- (iv) \$85,000 increase expense budget line H1364.54470 (Demolition)

Section 2. That this ordinance shall take effect immediately.

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



Chuck Shager, Comptroller



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

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2021 DPW
BUDGET TO CREATE A NEW STREET
MAINTAINER SUPERVISOR POSITION**

WHEREAS, the DPW Commissioner and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2021 DPW budget to create a new Street Maintainer Supervisor position; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on November 3, 2021.

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 2021 DPW budget to create a new Street Maintainer Supervisor position as follows:

Transfer From (Decrease):

\$ 2,530 A1620.51900 (Overtime)
6,800 A1640.52600 (Equipment)
1,000 A1640.54701 (Travel & Training)

\$10,330

Transfer To (Increase):

\$10,330 A5110.51000 (Per.Ser.St.
Maint.Sup.New)

Section 2. That this Ordinance shall take effect immediately.

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Chuck Shager, Comptroller



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

Date: November 3, 2021

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE ESTABLISHING THE CITY OF
BINGHAMTON WATER STREET
DEVELOPMENT CORPORATION**

WHEREAS, it is a public and governmental purpose for the City of Binghamton (the "City"), in the County of Broome, to promote economic development, to reduce unemployment and promote job creation, to provide health, educational and cultural opportunities, provide assistance for the needy, and to foster the delivery of goods and services to the citizens of the City; and

WHEREAS, Section 1411 of the Not-For-Profit Corporation Law of the State of New York authorizes any one or more counties, cities, towns or villages of the state to cause not-for-profit corporations to be incorporated by public officers or private individuals, and that, in carrying out the purposes set forth in Section 1411 of the Not-For-Profit Corporation Law, such corporations will be performing an essential governmental function; and

WHEREAS, the City believes that it is necessary and desirable to undertake the design, development, construction, reconstruction and financing of a City-owned parking facility located on Water Street, in the City, for the purpose of providing necessary and desirable parking in the City, and lessening the burdens of government; and

WHEREAS, in order to promote and achieve the objectives of the City set forth above, it is in the interests of the City to establish a not-for-profit local development corporation pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York.

NOW THEREFORE, the Council of the City of Binghamton hereby resolves and directs as follows:

1. On behalf of the City of Binghamton there shall be formed, under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of lessening the burdens of government, a not-for-profit local development corporation (the "Corporation") which shall be named City of Binghamton Water Street Development Corporation or such other name as may be approved by the Mayor of the City, that shall act as a governmental issuer of debt for the purpose of providing assistance in the design, development, construction, reconstruction and financing of a City-owned parking facility located on Water Street, in the City, for the purpose of

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

November 3, 2021

providing necessary and desirable parking in the City, and lessening the burdens of government, and for providing such other tax exemptions and benefits as may be available under federal law and the laws of the State of New York. The Corporation shall be an instrumentality of the City, acting on behalf of the City.

2. The Corporation shall have one class of members. The City shall be the sole member (the "Sole Member"). Actions on behalf of the City as the Sole Member shall be taken by the Council of the City or its designee, including, but not limited to, the Mayor of the City.

3. The Corporation shall be managed by a board of directors (the "Board"). The Board shall consist of not more than seven nor fewer than three directors. Members of the Council of the City and other City officers or personnel are eligible to serve as directors of the Board of the Corporation.

4. The Mayor appoints Chris Papastrat, Richard Bucci, Ronald Sall, and Chuck Shager as the initial directors of the Corporation, while the City Council will appoint one to be added to this ordinance.

5. The Corporation shall have all of the powers and authority provided under the Not-For-Profit Corporation Law of the State of New York to not-for-profit corporations formed under Section 1411 of such law, including, but not limited to, the power to borrow money and to issue negotiable bonds, notes and other obligations therefore in furtherance of its corporate and governmental purposes.

6. In performing its duties the Corporation shall be performing an essential governmental function.



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

Date: November 3, 2021

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

Introduced by Committee: Employees

RESOLUTION

entitled

A RESOLUTION APPROVING THE
COLLECTIVE BARGAINING AGREEMENT
FOR THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. FOR 2022-2024

WHEREAS, pursuant to New York State Civil Service Law Article 14 - Public Employees Fair Employment Act, the Mayor and the Civil Service Employees Association, Inc., AFSCME, Local 100, AFL-CIO, City of Binghamton Unit 6151, of the Broome County Local 804 ("CSEA Inc.") have reached an agreement for calendar years 2022-2024; and

WHEREAS, any provisions of the agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, is not effective until City Council has granted its 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 City of Binghamton and the CSEA, Inc. for the calendar years 2022-2024 is approved.

2022-2024

**COLLECTIVE BARGAINING AGREEMENT by and between the CITY OF
BINGHAMTON and the CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., AFSCME, LOCAL 1000, AFL-CIO, by the CITY OF BINGHAMTON
UNIT 6151 Of the BROOME COUNTY LOCAL 804**

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This is an AGREEMENT entered into by and between the City of Binghamton and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., AFSCME Local 1000, AFL-CIO, by the City of Binghamton Unit 6151 of the Broome County Local 804, under Article 14 of the Public Employees Fair Employment Act.

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the CSEA.

The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the CSEA encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I – Recognition

Section 1. The City of Binghamton, hereinafter referred to as City, recognizes the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO by the City of Binghamton Unit 6151 of the Broome County Local 804, referred to as the CSEA, as the sole and exclusive representative for the purpose of collective bargaining and grievances for all employees, identified by job titles in Exhibit "A" annexed hereto and made a part hereof, excluding temporary, temporary summer and part-time employees. A temporary employee having the capacity to and being employed for more than 90 consecutive days shall be represented by the CSEA and shall be entitled to all rights and benefits under this contract accruing prospectively as of the 91st day of employment.

Section 2. Those temporary employees still in the employment of the employer at the time of the signing of the 1982-1983 contract shall have those rights set forth and pursuant to Article I of the 1981 Contract.

Section 3. Any changes in existing titles to (Exhibit A) or the addition or deletion of titles (Exhibit A) shall be negotiated between the City and the CSEA. Any disagreements between the parties on the matter of the inclusion or exclusion of titles from the bargaining unit shall be submitted to PERS for final determination. The CSEA shall maintain and continue representation of any title represented under the 1981 Agreement that was changed by the Civil Service Reclassification Survey. Any reactivation of those titles listed in (Exhibit C) shall be afforded representation to the CSEA.

Section 4.

a. In order to effectively implement Article 1, Section 3 of the Collective Bargaining Agreement between the City and the CSEA, the City agrees to provide 45 days written notice to the CSEA prior to filling such positions so that the issue of representation may be addressed as provided therein.

b. The CSEA agrees to demand negotiations over such position changes for purpose of representation within 15 days of the receipt of said notice should it deem any such position is possibly subject to inclusion within the CSEA unit.

c. In the event the parties are unable to agree if the matter in dispute involves the creation of a new position, the allocation of a position to an existing classification or the retitling of an existing classification, then and in such event, such determination shall be made by the Binghamton Civil Service Commission and the City and the CSEA agree to abide by such a determination. If the matter is submitted to the Binghamton Civil Service Commission for determination as aforesaid, it is understood and agreed that the sole duty of the Binghamton Civil Service Commission shall be to advise whether a position is a new position, the allocation of a position to an existing classification or re-titling of an existing classification and the Binghamton Civil Service Commission shall not exercise or in any way have any role in the decisional process or determination as to whether or not the CSEA will represent any such positions. Further, the CSEA and the City agree that nothing herein contained shall be construed to in any way limit, restrict or deny the CSEA of its right to make an application to PERS for representation rights, unit clarification or unit placement concerning any such new positions as in the statutes and/or rules made and provided.

d. The right to create new positions and establish salary grades for such new positions is a right vested in the City. In the event that the CSEA believes that a new salary grade is disproportionate to salary levels or positions requiring

comparable training and experience which are set forth in the Collective Bargaining Agreement, the City agrees to meet with the CSEA for the purpose of discussing said salary and the CSEA position concerning said salary.

e. Pursuant to Article 18-a of the Agreement, the City reaffirms that any position change that merely redescribes an existing represented position shall receive the salary provided for under the collective bargaining agreement.

ARTICLE 2 - Dues Check-Off/Agency Fee

Section 1. Employees have the right to join, not join, maintain or discontinue their membership in the Union. All employees who are employed by the Employer in the recognized unit shall have the CSEA as their bargaining representative for the purposes of negotiating and enforcing the contract regardless of whether or not they are members of the Union. Employees who join the Union and remain members in good standing shall enjoy the full benefits of Union membership. Employees who are members of the Union are required to pay Union dues. Payment of Union dues shall commence no later than thirty (30) days following the effective date of execution of this Agreement, whichever is later, provided the City's Office of the Comptroller has received the required: "dues check-off form" from the employee. For new employees, the payment shall start no later than thirty (30) days following the date of employment, provided the City's Office of the Comptroller has received the required "dues check-off form: from the employee.

Section 2. The employer agrees to deduct from the pay of all employees who join the Union and complete the "dues check-off form," the dues, initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made or within 30 days, whichever is earlier. The amount to be withheld shall be a fixed amount per pay period per employee and shall not fluctuate with hours worked or any other variable function.

Section 3. The Employer shall notify the Union of the names of all new bargaining unit employees hired since the last list was submitted and removes from payroll the names of employees who are no longer employed, within 30 days of a final resignation or termination, according to New York law. Should the City's Office of the Comptroller receive written notice from an individual employee that the individual revokes their affirmative consent to payroll deductions for Union membership, or otherwise provides written notice of the individual's withdrawal from such membership, no further deduction from pay shall be authorized according to federal law. The City will notify, in writing, the Union upon notification from said employee and advise the employee to notify the Union directly as their failure to do so may violate the Taylor Law. If the Union is notified by said employee, the Union will notify the Comptroller's Office in writing. An employee can notify the Union by sending a letter stating their intent to resign, along with their name, address, telephone number, CSEA ID number, and signature by United States Postal Service First Class Mail to: CSEA Statewide Secretary, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210.

Section 4. Said agency fee will not be applied retroactively to temporary employees who become eligible for representation pursuant to Article 1, Section 1.

Section 5. The CSEA agrees to indemnify and hold harmless the City from any cause of action, claim loss, or damages incurred as a result of this section. The CSEA shall not hold the City liable for any claimed loss or reimbursement by its members for monies received by the CSEA. The City or any of its officers and employees shall not be liable for any reasonable delay in carrying out such deductions.

ARTICLE 3 - Workday, Work Week and Overtime

Section 1. The regular work week for all employees represented by the CSEA other than forty (40) hour per week positions shall be thirty-five (35) hours consisting of five (5) consecutive workdays of seven (7) hours per day, Monday through Friday, except as herein otherwise provided. Forty (40) hour per week positions shall consist of five (5) consecutive workdays of eight (8) hours per day, Monday through Friday, except as herein provided. Forty (40) hour positions are set forth in Exhibit B annexed hereto and made a part hereof.

Section 2. Time worked in excess of (35) thirty-five hours per week, or in excess of seven (7) hours in any one day, approved by the Department/Division Head, shall be compensated for at one and one-half times the employee's hourly rate of pay or equivalent compensatory time. An employee's hourly rate shall be calculated by dividing their annual salary by 2080 for CSEA 40- hour employees and by 1820 for CSEA 35-hour employees. Employees shall be compensated one and one-half times the employee's hourly rate of pay for each hour worked on Saturday, Sunday, or a holiday where the normal work week of the employee does not include Saturday or Sunday. Forty (40) hour positions shall not be paid

overtime until work hours exceed eight (8) in any one day or forty (40) in any week. All such time, approved by the Department/Division Head shall be compensated for at one and one-half times the employee's hourly rate or by equivalent compensatory time. Employees shall give the Department/Division Head at least 24 hours advance notice when requesting use of compensatory time. Compensatory time shall be granted by December 31st of the year in which earned or payment in lieu thereof shall be made with the salary check for the second pay date during January of the following year. Compensatory time shall only be cashed out if the Department/Division Head does not allow the employee to utilize the compensatory time during the calendar year. There shall be no change of an employee's work schedule solely for the purpose of avoiding the payment for overtime work.

Section 3. Those members who work in the Police Traffic Division, Dog/Animal Control, Information Technology, Engineering, and Parks and Recreation Department shall work a flexible schedule as the needs of the department dictate, as approved by the Department Head in consultation with the Comptroller and Mayor.

Section 4. Any unit employee called in for emergency work will be guaranteed a minimum of one (1) hour payment at the employee's overtime hourly rate of pay. Should the employee's work responsibilities in an emergency exceed one hour, the employee will be paid for all time worked at the employee's overtime rate of pay. If the employee reports to the emergency within one-half hour of the time called, they shall be paid from the time called.

Section 5. Time spent by code inspectors receiving telephone complaints at home and outside of normal work hours shall be considered time worked and compensated accordingly. However, each code inspector shall be responsible to document the date, time, and duration of call, the complainant and the nature of the complaint in accordance with departmental procedures.

ARTICLE 4 - Holidays

Section 1. All employees covered by this Agreement shall receive paid holidays as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (full day)
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2. If a paid holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a paid holiday falls on a Saturday, then the preceding Friday may be declared a paid holiday by the Mayor, or in lieu thereof, said employees shall receive one (1) day off with pay, the scheduling of which shall be subject to the approval of the Department Head. Holiday schedules for the following year will be provided to employees in the benefits package they receive in the fall of each year.

ARTICLE 5 - Annual Leave, Personal Leave and Sick Leave

Section 1. Annual Leave

a. Each employee represented by the CSEA shall be eligible for Annual Leave pursuant to the Plan set forth in Section 2-183 of the Code of Ordinances of the City except as modified herein. Further, employees shall give five (5) business days' notice to their Department/Division Head to use such annual leave, except in extenuating circumstances. All use of annual leave shall be subject to the approval of the Department/Division Head, but such approval shall not be unreasonably withheld. Annual leave days may be taken in either full or half day increments.

b. Employees shall earn and accumulate annual leave credits at the rate of one-half (1/2) day per bi-weekly pay date. Any employee shall not earn annual leave credit for any bi-weekly pay date unless he is in full pay status for at least seventy percent (70%) of the work days covered by such bi-weekly pay date.

c. Employees shall earn and be credited with additional annual leave in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Additional Annual Leave Days</u>
1	1
2	2
3	3
4	4
5	5
6	6
7-19	7
20 -24	10
25 or more	12

d. As of January first of each year, the total additional annual leave credits, based upon the above schedule shall be credited to each employee's annual leave record. During any current year, the employee shall be credited with the one additional leave day on the anniversary date of his employment with the City.

e. Employees who have 10 years of service with the City of Binghamton shall be credited on January 1 with their entire annual leave entitlement and shall not be required to earn same throughout the year.

f. In the event an employee is separated from service with the City, compensation shall be granted for any and all unused annual leave credits earned up to the last day of employment.

g. Employees may be advanced any unearned, current year annual leave credits, upon written approval of the department head; provided, however, that such employee who has been granted such advance returns to his city service and completes the current years' service. In the event the employee who has been advanced any annual leave days as provided herein, terminates his service prior to the end of the current year in which such advance was made, a deduction for any unearned annual leave days which had been advanced to the employee, shall be made from the final payment due the employee by the City.

h. Employees shall be allowed to hold over until June 30th of the following year, inclusively a maximum of five (5) days annual leave time, at the discretion of the department head. Requests for such a holdover shall be forwarded to the department head no later than November 15 of the year prior to the holdover.

Section 2. Personal Leave: Each employee shall be eligible for five (5) personal leave days per year. These days shall be prorated for those employees less than one (1) year. Requests for such leave shall be made at least twenty-four (24) hours in advance except in cases of emergency. Personal leave shall not be cumulative and must be used within the calendar year. Personal leave days may be taken in either full or half day increments. If an employee leaves employment with the City prior to one year of service, PL time is pro-rated and if it was advanced and used, it will be deducted from the employee's final paycheck.

Section 3. Sick Leave

a. Regulations for sick days and sick leave as stated in Civil Service Law, Section 134 and the rules of the Civil Service Commission, Section 6 and Section 2 through 7 of the City of Binghamton Ordinance dated December 18, 1944 entitled, "An Ordinance Providing for Vacations and Sick Leaves for City Employees", shall govern this Agreement for all job titles listed in Exhibits A and B. Selected sections of said plan are set forth below.

b. Accumulation. Each employee shall in case of sickness or disability except for which worker's compensation is paid, be granted a sick leave with pay not to exceed one day for each month employed in said city service. Such sick leave shall be cumulative.

- c. **Crediting and Deduction of Sick Leave.** All sick leave earned shall be credited and all sick leave taken shall be deducted from such employee's accumulated credit at the end of each month.
- d. **Procedure - Physician's Certificate.** Sick leave shall be granted upon notification to the employee's Department Head, or in such cases the Department Head cannot be reached, a direct supervisor or the Personnel Department. When an employee is on sick leave for more than three (3) consecutive days, they must submit a physician's note upon returning. If an employee uses more than twelve (12) in one year, they must submit a physician's note for each subsequent absence. The department head may, in any other case, require such certificate.
- e. **Effective January 1, 2006, employees leaving City employment under honorable circumstances, including death, with at least ten (10) years of continuous employment shall be eligible for a payment equivalent to two-thirds (2/3) of said employee's accumulated and unused sick leave up to a maximum of one hundred and fifty (150) days (i.e. an employee with 150 days of sick leave at time of retirement shall receive a payment of one hundred (100) days). For purposes of this subdivision the term "continuous employment" shall be defined as uninterrupted service with the City except upon duly authorized and approved leave as provided by local Civil Service Rules and Regulations, the Civil Service Law, the Military Law and/or applicable collective bargaining agreements. This payment shall be at the employee's last daily rate of pay and shall be paid to the employee within thirty (30) days of retirement or notification of the employee's death. In cases of a notification of death, the primary beneficiary, as designated by the employee to the City of Binghamton Civil Service Office, will receive the payment from the City within thirty (30) days of notification to the City of the employee's death.**
- f. **Any employee shall earn but not be eligible for paid sick leave during the first ninety (90) days of initial City employment. Employees who have less than ninety (90) days of service who are ill shall be allowed unpaid time off subject to the same rules and regulations governing paid sick leave.**
- g. **Any employee who has a scheduled medical appointment, including elective surgery, must notify their department head as soon as possible upon scheduling of the medical appointment and/or surgery. Failure to give the department head reasonable notice of such a scheduled medical appointment and/or surgery, except in cases of a documented emergency, may be grounds to deny the use of sick leave.**
- h. **Employees in this bargaining unit may use up to a total of five (5) accumulated sick leave days annually due to illness of the employee's spouse or dependent children. "Spouse" shall mean a person to whom the employee is married within the laws of New York State. "Dependent children" shall mean a person eligible to be claimed by the employee for the purposes of federal income tax filing.**

Section 4. National Holidays: In the event that a national holiday is declared and observed while an employee is on annual leave, sick leave, or personal leave, said day of observance will not be counted in the number of days of annual leave, sick leave, or personal leave used by the employee.

Section 5. Family Medical Leave Usage: All members of this bargaining unit may use paid leave time for FMLA covered events. An employee's rights to utilize paid leave time under this section are not diminished or limited by Article 5, Section 3. h. above.

Section 6. Bereavement Leave: Members shall be allowed up to two (2) bereavement days annually due to the death of an immediate family member. Immediate family includes spouse, parent, sibling, child, mother and father-in-law, grandparents, grandchildren, brother and sister-in-law, son-in-law and daughter-in-law, step relations, significant other. "Significant other" is defined as the member's domestic partner. The bereavement day(s) must be taken within 5 days of the date of death, or requested day(s) can be approved at the discretion of the employees Department Head. Bereavement days cannot be accumulated and are to be used only as stated. Additional days may be granted at the sole discretion of the Mayor.

ARTICLE 6 - Pensions, Health, and Disability Insurance

Section 1. Pensions: The City will continue, for all employees covered by this Agreement, the New York State Employee's Retirement Plan, as modified by New York State Law, to which all present members of this bargaining unit currently belong.

Section 2. Health Insurance

a. The City will provide all employees covered by this agreement, (see below for employees hired after 2/8/10), 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. For all current members of this bargaining unit, the following health insurance payment schedule applies:

Effective 1/1/2022 through 12/31/2022 the employee's contributions to the Classic Blue plan will be 20% and the city's contribution to health insurance premiums shall be 80%. Employees on the PPO B Plan will contribute 18% and the city's contribution will be 82%.

Effective 1/1/2023 through 12/31/2023 the employee's contributions to the Classic Blue plan will be 21% and the city's contribution to health insurance premiums shall be 79%. Employees on the PPO B Plan will contribute 19% and the city's contribution will be 81%.

Effective 1/1/2024 through 12/31/2024 the employee's contributions to the Classic Blue plan will be 22% and the city's contribution to health insurance premiums shall be 78%. Employees on the PPO B Plan will contribute 20% and the city's contribution will be 80%.

c. Employees hired after 2/8/10 who elect to have health insurance coverage with the city, will be covered under the Blue Cross/Blue Shield PPO B health insurance.

d. All CSEA members may choose to participate in the City HSA insurance plan. Employees in this plan will pay the following percentages on the premium. The City does not contribute to the HSA account. Effective 1/1/2020, the employee will contribute 16% and the City will contribute 84% of the premium.

The employee shall be responsible for the entire difference between the City's contribution and the full cost of said premiums.

e. The City shall have the right to change the health insurance carrier provided that the insurance coverage and plan benefits are equal to or better than that provided by the Blue Cross/Blue Shield Region wide Option IV Plan. Effective August 1, 2010, Blue Cross / Blue Shield replaced the existing plan with Classic Blue Region wide Plan. .

f. The City shall have the right to change to another health insurance carrier, or to self- insure the health plan, provided that the coverage and plan benefits are equal to, or better than, that provided by the Blue Cross/Blue Shield Classic Blue Regionwide Plan.

g. Health Insurance Incentive. Members who are eligible for family coverage with the City and choose not to carry 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 \$2,600 per year, paid on a per pay basis. In order to be eligible for this incentive, the member is required to provide annual proof to the City they are covered under their spouse's coverage, military coverage or another employer of the member. However, any employee who opts to receive this payment in lieu of health insurance and who subsequently loses their required alternative health insurance must re-enter the City insurance plan as of the 1st of the month following written notice to, and signup at, the Insurance Section in the Comptroller's Office. The payment in lieu of health insurance will cease as of the 1st pay period of the month in which the City insurance plan resumes.

h. The parties further agree to meet in good faith and discuss health insurance programs or benefits at the request of either party during the term of the agreement.

i. Effective January 1, 2007, all current members of this bargaining unit must have ten (10) years of service with the City in order to qualify for continued health insurance coverage at time of retirement. All members of this bargaining unit hired on or after January 1, 2007 must have twenty (20) years of service with the City in order to qualify for continued health insurance coverage at time of retirement. All retired employees from this bargaining

unit shall continue to make the required contribution toward health insurance premiums in accordance with applicable City Council ordinance.

Section 3. Disability Insurance: The City shall provide to each employee covered by this agreement disability insurance benefits in such amounts as shall be required by the laws of the State of New York, as amended. The employee's share of the premium, as required by statute, shall be collected through a payroll deduction.

ARTICLE 7 - Grievance Procedures

Section 1. Grievance Steps: Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled utilizing the following steps:

Step 1.

Within fifteen (15) working days of the event that gave rise to the grievance or dispute the CSEA representative shall submit the matter on a grievance form to the Department/Division Head. Said Department/Division Head shall meet with the authorized CSEA representative, and the aggrieved employee (if the employee desires to be present), to discuss the grievance or dispute with 5 work days of receipt of the form by the Department/Division Head. Said grievance or dispute form shall specify the section(s) and subsection(s) of the contract, if any, which form the basis of the grievance or dispute and shall include the names of the individuals involved if applicable, the approximate time and place where the acts which gave rise to the grievance or dispute arose, and the nature of the acts which gave rise to the grievance or dispute, unless a policy grievance or dispute is involved. The Department/Division Head shall respond to the grievance in writing with 7 workdays from the meeting date.

Where a policy grievance or dispute is involved, the attendance of any particular employee shall not be required. A policy grievance or dispute is defined as a matter which affects any group of employees in the bargaining unit and not specifically any one employee.

Step 2.

If the grievance or dispute is not resolved in Step 1, it shall then be submitted by the CSEA president or any pre-designated officer of the CSEA to the Employer for action under Step 2 with five (5) working days of the Department/Division Head's answer to CSEA. The employer's designee for receipt of said Step 2 demand shall be the Corporation Counsel. A meeting between two representatives of the CSEA, the employee and up to two representatives of the Employer will be held to discuss the grievance or dispute with ten (10) workdays from the date a written request for the same is presented to the Employer. The Employer shall answer in writing within ten (10) working days from the date of the Step 2 meeting.

Step 3.

a. If the grievance or dispute has not been resolved at Step 2, either party may apply for arbitration within twenty-one (21) workdays from the date the CSEA receives a written answer to the grievance or dispute. Such party shall request PERB to provide a list of arbitrators in accordance with PERB Rules of Procedure.

b. The decision of said arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said arbitrator shall be shared equally by the Employer and the CSEA except as hereinafter provided in subdivision (d).

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.

Section 2. General Grievance Rules

a. The aggrieved employee and the CSEA shall be notified in advance of the time and place of the meeting for any grievance Step and said employee shall be permitted to attend said meeting.

b. The CSEA representative and said employee may meet at a place designated by the Employer on the premises of the Employer immediately preceding said meeting.

- c. With the prior approval of the Department Head, the unit president, or his representative, shall be allowed reasonable time off from his job, without loss of time or pay, to investigate a grievance that he is to discuss with the Employer, and such approval shall not be unreasonably withheld.
- d. The aggrieved employee shall have the right to remain silent at any meeting under this procedure.
- e. The time limits in the grievance procedure may be extended by mutual agreement in writing. Any such request for an extension shall not be unreasonably withheld.
- f. Any step of the grievance procedure may be passed by mutual agreement in writing.
- g. In the event the CSEA fails to comply with the limitation of time set forth in this grievance procedure, the grievance shall be resolved in favor of the City. In the event the City fails to comply with the limitations of time set forth in this grievance procedure, the grievance shall be resolved in favor of the CSEA.

ARTICLE 8 - Discharge and Discipline

Section 1.

Disciplinary action or measures shall include only the following:

- a. Written reprimand
- b. Cash fine
- c. Suspension (notice to be given in writing).
- d. Demotion in grade or title.
- e. Discharge.

Section 2. No employee shall be disciplined or discharged without just cause.

Section 3. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee in the presence of other employees or the public.

Section 4. Any disciplinary actions or measures imposed upon an employee shall be processed as a grievance but shall commence at the second step of the grievance procedure and shall be continued through the arbitration step, if deemed necessary by either party.

Section 5. In cases where disciplinary action is meted out by the Employer, and a grievance is filed at Step 2, then the Employer's answer shall be submitted within fifteen (15) working days from the receipt of said grievance. If the grievance is not resolved at Step 2, then either party may immediately notify PERB to request arbitration and the parties will select an arbitrator within five (5) working days of the receipt of a list of arbitrators from PERS. Both parties agree to arbitrate said grievance at the earliest time the appointed arbitrator is available. The arbitrator will then render a decision as expeditiously as possible, but no later than thirty days after the completion of the hearing.

Section 6. Prior to any disciplinary action taken by the City, the employee and the CSEA Unit President or designated officer of CSEA shall be notified in writing of the disciplinary action to be taken and the reasons why, including the time, date and place of the alleged incident which brought about said action. Said notice shall be within fifteen (15) working days from the event or receipt of knowledge of the event that gave rise to the suspension or discharge.

Section 7. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

Section 8. Any employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.

Section 9. All hearings and arbitration procedures shall be held in private unless otherwise mutually agreed upon by the CSEA and the Employer.

Section 10. Whenever the Employer makes an entry in the employee's personnel record with regard to evaluating the performance of such employee, the employee shall be advised of the contents of such entry.

Section 11. Temporary employees represented by the CSEA pursuant to the Recognition Clause shall possess no vested rights to continued employment from and after the termination date of appointment from which they are hired or upon the return of the incumbent permanent employee except as provided for in Article I.

Section 12. In the event that the City of Binghamton brings formal disciplinary charges against any member of this bargaining unit as the result of alleged criminal activity that is being investigated by a law enforcement agency including a district attorney's office, the City will not be obligated to provide any information and/or documents provided by the law enforcement agency or district attorney's office to the City and requested by the CSEA when the release of such information and/or documents would jeopardize the integrity of an ongoing investigation. The City agrees that it will provide, upon request from the CSEA, all documents that are deemed customarily available under the Taylor Act. Such documents shall include, but are not limited to, employee time records, overtime records, attendance sheets, vehicle logs, work project inspection reports, etc. However, should the law enforcement agency or the district attorney's office release information and/or document to the employee's legal counsel and the City either during, or at the conclusion of, the investigation, the City agrees to provide the CSEA, within ten (10) working days, the information and/or documents released. The City and the CSEA agree that either party may request to extend the time limits under the contractual grievance procedure to allow the requesting party ample opportunity to collect relevant evidence, witnesses, etc. in order to present its case. Such request to extend time limits shall not be unreasonably denied by the other party. Finally, the CSEA reserves its right to challenge any instance where it believes that the City is unreasonably withholding relevant requested information and/or documents with through the state courts or by the filing of an improper practice charge with the New York State Public Employment Relations Board.

ARTICLE 9 - Reciprocal Rights

The Employer recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement. Such employee representatives shall also be permitted to appear at public hearings before the City Council upon the request of the employees.

Section 1. The Employer shall so administer its obligations under this Agreement in a manner that will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the contents of such notices and communications by the Department Head or his designee. The officers and/or designated committee of the CSEA shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Section 3. Employees who are designated or elected for the purposes of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to investigate grievances or disputes, subject to the Department Head's discretion.

Section 4. The CSEA recognizes among other things that the management of the City of Binghamton, the assignment and supervision of its employees, the determination of the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote, transfer, and abolish positions are rights vested in the City of Binghamton.

The City of Binghamton recognizes the right of the employees covered by this Agreement to be represented by the CSEA, or its duly designated representatives to negotiate collectively with the City in the determination of the terms and conditions of employment and the administration of grievances arising thereunder.

Section 5. A labor-management advisory committee is hereby established by virtue of this agreement. Meetings of said committee for important matters will be arranged between the CSEA and the Employer, or its designated representatives, upon the request of either party. Such meetings shall be attended by not more than three (3) representatives as selected by the Employer and not more than three (3) representatives as selected by the CSEA. Arrangements for such special

conferences shall be made in advance and they shall be held at reasonable hours agreed upon between the parties. The members of the CSEA shall not lose time or pay for time spent in such special conferences. The CSEA representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer regarding the matter. During the term of this agreement, the parties agree to meet pursuant to this paragraph in a timely manner regarding the following matters:

Performance Appraisal/Evaluation System Training (particularly in computer skills) City Wellness & Exercise Program

ARTICLE 10 - Strikes

The CSEA hereby affirms that it will not assert the right to strike against any government or public employer or to impose any obligation to conduct, assist or participate in such a strike.

ARTICLE 11 - Leaves of Absence

A leave of absence without pay may be granted to an employee by the appointing officer in accordance with Rule XIX of the Civil Service Rules of the City of Binghamton. The City agrees to provide, upon request, to any employee all necessary guidelines, application and information for both the Family Medical Leave Act and the American's with Disabilities Act. Assistance with applying for these options may be obtained from the Director of Personnel and Safety.

ARTICLE 12 - Salary

Section 1.

January 1, 2022 – 3% increase in salary across-the-board for all then-current members of the bargaining unit.

January 1, 2023 – 3% increase in salary across-the-board for all then-current members of the bargaining unit.

January 1, 2024 - 2% increase in salary across-the-board for all then-current members of the bargaining unit.

These increases above shall be added to the base salary of each individual who receives such increase.

Section 2.

a. The starting salaries for each position listed in Appendix A of this Agreement shall not be increased during the term of the contract, unless the City and the union agree to such changes through an MOU. Appendix A will be adjusted any given year to account for increases of NYS minimum wage.

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b. CSEA Salary Study: The objective of a salary study is to conducted desk audits of all Civil Service titles within the CSEA bargaining unit and adjust the starting salaries accordingly. A desk audit is a “review and discussion of the duties and responsibilities of a position made at the employee’s desk or other regular place of work.” The adjustment of salaries will be based on the desk audit and comparison of titles to similar sized municipalities.

1. A committee will be created with one designee from the Personnel and Civil Service Office, one CSEA bargaining unit member, and one designee appointed by the Mayor.
 - i. The first objective of the committee is to determine which CSEA bargaining units are comparable to the City of Binghamton. The CSEA designee will provide salary information (ie current salaries, salary grids, salary determinations, etc.) from the identified comparable CSEA bargaining units.
 - ii. The second objective is a summarized report of the desk audits. The designee from the Personnel and Civil Service Office will conduct all the desk audits, which are to be concluded and distributed to the committee no later than December 31, 2022.
2. The committee will present to the Civil Service Commission any updated job descriptions that resulted from the desk audits no later than June 2023. Salary changes do not have to be presented to the Civil Service Commission. The paperwork to present shall be completed by the designee from the Personnel and Civil Service Office.
3. The City and CSEA agree to start the next contract negotiations no later than February 2024. The committee will present suggested starting salaries and any other updates (i.e. suggested salary grid; suggested salary increases) to the CSEA negotiating team at this time.

Section 3. Paychecks

a. Employees will be paid on a bi-weekly basis. All paychecks will be direct deposited and employees will receive electronic paystubs. A list of pay dates for each year will be provided to employees before December 15th of the preceding year.

b. In any year that “calendar creep” results in twenty seven (27) Friday paydays, all annual salaries shall be divided by twenty seven (27) instead of the normal twenty six (26) and paid over twenty seven (27) Friday paydays instead of the normal twenty six (26) Friday paydays. Overtime will be calculated at the twenty six (26) pay day rate.

Section 4. New Hire's Salaries: The City shall have the right to hire any new employee anywhere between the contractual minimum and the budgeted amount for the specific position (if higher than the contractual minimum) based on 1.) The employee's background and experience; and 2.) Jobs where recruitment is difficult due to market conditions. As approved by the Personnel Director and Comptroller.

Section 5. Pandemic Considerations

a. Stipend. In consideration of accommodating work schedules, methods, and safety protocols, within thirty (30) days ratification of this contract, current employees and 2021 retirees in good standing will receive a one time, prorated \$2,000 stipend check. Employees hired after November 1, 2021 will not be eligible. Such stipend shall not be considered for longevity nor added to base pay.

b. Pool. The City will establish a pool of funds within thirty (30) days equivalent to \$10,000 for potential distribution to current employees eligible for “premium pay” as identified in the American Rescue Plan Act of 2021. Current employees may make written application using the attached form in Appendix D to the Comptroller for a determination as to eligibility no later than November 30, 2021. Determination will be given by written notice. The funds will be distributed to approved employees based on eligible hours actually worked at their worksite from the start of the state of emergency on March 15, 2020 to the end of the state of emergency, June 24, 2021. This excludes any time worked from home or any other disqualifying factor as determined by the Comptroller. The payment is based on number of hours worked, not rate of pay. Payment under this section shall be calculated by the total number of approved hours divided by \$10,000 to determine the hourly rate. No employee shall receive more than \$2,000. Payments shall be made no later than March 31, 2022.

ARTICLE 13 - Workers' Compensation/On the Job Injury

Each employee covered by this Agreement will be covered by the applicable workers' compensation law. An employee having accrued sick leave credits will receive, in addition to worker's compensation income, an amount to be paid by the employer sufficient to make up the difference between worker's compensation and his or her weekly income based upon a regular work week. An employee so paid shall be charged with sick leave for the difference between his weekly benefits under worker's compensation and his regular salary to the nearest half-day.

ARTICLE 14 - Jury Duty

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay, and all such payments shall comply with State and Federal statutes relative to jury duty fees and reimbursements.

ARTICLE 15 - Out of Title Work

If any employee is assigned to fill a temporary vacancy caused by another employee's sickness, leave of absence, or any other reason except vacation which requires such employee to perform work in a higher paying classification, they shall be compensated at the next higher rate of pay of the higher classification after working in such higher classification more than five consecutive (5) days within one (1) calendar year. If such work must be performed in a lower classification, in no case shall the employee be compensated less than his regularly established rate of pay. When an employee serve in an out-of-title capacity, the employee's annual performance evaluation shall reflect the duration of this assignment and the title(s) the employee is working in during the evaluation period.

ARTICLE 16 - Promotions, Demotions and Method of Filling Positions

Section 1. The term promotion means the advancement of an employee to either a higher starting pay position according to Exhibit A (i.e. Account Clerk to Hardware/Software Tech) or to a direct-line title (i.e. Engineering Tech to Assistant Engineer) within the bargaining unit.

Section 2. In cases of promotion or whenever a new job classification opening or a vacancy occurs, other than temporary, summer, or other part-time employees, the position shall be filled in accordance with the Civil Service rules of procedure.

The City, in selecting individuals to fill vacant positions of a promotional nature within the bargaining unit, agrees to adhere to the principle that the primary factor governing such selections will be the qualifications of the candidates for the position. Qualifications shall consist of skill and ability to perform the duties of the position, education, training and physical fitness where relevant.

It is recognized that the ability to perform in accordance with the job requirements shall include the ability to cooperate and work in harmony with fellow employees. The individual best qualified for a given position will be selected; however, where the qualifications of two or more individuals are substantially equal, preference will be given to the individual(s) working for the City within the CSEA unit.

Section 3. Should a new position or a vacancy occur which cannot be filled because of the absence of an appropriate Civil Service List, then in such case the position shall be posted on all bulletin boards for a period often (10) working days, stating the job title, pay rate, and necessary qualifications for the job.

Section 4. An employee shall apply in writing for such position and submit such application to the Personnel Department.

Section 5. In no case shall an employee be paid less than the rate of pay of their former position, except in situations of demotions, which includes when an employee moves to a lower level position during a layoff.

Section 6. In the case of a promotion the employee will receive either the starting pay rate of the new position or up to the current budgeted amount, dependent on qualifications and experience. In order to qualify for the current budgeted amount, an employee must have worked for the City of Binghamton for at least one year, as approved by the Personnel Department and the Comptroller.

Section 7. In the case of a demotion, where an employee is moved to a lower paying position, the employee shall be paid in the following manner:

- a. If the individual is being demoted to a position that they formerly held, then the pay will be the amount they were paid at the time they worked in the position plus any increases that were given to that position during their absence from that position;
- b. If the individual did not work in that position previously, the employee will be paid the rate that they would have received if they had been originally hired at that position, plus any pay increases that were given to that position.

ARTICLE 17 - Reclassification

Reclassification, or desk audits, of titles will follow Civil Service Law, Local Rules, and Article 16 of this contract.

ARTICLE 18 - Reinstatement of Veterans Law

The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations. A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the Armed Forces.

ARTICLE 19 - Education (RESERVED)

ARTICLE 20 - Military Leave of Absence

Section 1. Employees who are in any branch of the Armed Forces Reserve, and/or National Guard, shall be paid according to the City of Binghamton Charter and Code and City Policy. .

Section 2. Employees may use compensatory time or vacation time to extend their paid military leave.

Section 3. Non-paid leave of absence while engaged in the performance of ordered military duty or while attending service schools shall be as provided in Section 242(2) and (3) of the Military Law of the State of New York.

ARTICLE 21 - Leave for Union Business

Section 1. Elected representatives of the CSEA shall be permitted an aggregate of twelve days in a calendar year to attend union functions, such as conventions or educational conferences, without loss of time or pay. Notification of this leave must be made in writing to the Employee's Department/Division and the Director or Personnel and Safety at least five (5) working days in advance.

Section 2. The employer agrees that during working hours on the employer's premises and without loss of pay, properly designated union representative shall be allowed, within reason, to:

- a. Investigate and process grievances.
- b. Post union notices.
- c. Attend negotiating meetings and joint negotiation sessions with the City and CSEA.
- d. Transmit communication authorized by the CSEA or its officers to the employer or its representatives.
- e. Consult with the employer, its representatives, local CSEA officers or their CSEA representatives concerning the enforcement of any provision of this Agreement.

Notification of this leave must be given to the CSEA representative's Department Head.

ARTICLE 22 - Term of Contract

This Agreement shall be effective for a period commencing January 1, 2022 and terminating December 31, 2024.

ARTICLE 23 - Information

Upon request by the CSEA Unit President or his/her designee, the City shall provide a list of all employees in the bargaining unit showing the employees full name, job title and first date of employment. Such information shall hereafter be provided to the CSEA on a quarterly basis. The employer shall supply to the CSEA Unit President or his/her designee on a monthly basis the name and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment.

ARTICLE 24 - Uniform Allowance

The uniform allowance for parking meter checkers shall be \$620.00. One-half of this uniform allowance shall be paid at the end of the first pay period in July and the other half shall be paid at the end of the first pay period in December. The allowance shall be pro-rated on a monthly basis for any employee who does not work for the full year.

ARTICLE 25 - Safety

The CSEA recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations. Proper and modern safety devices provided by the City shall be worn by all employees engaged in work where such devices are necessary. Both parties recognize the importance of safety in the work place and agree to participate in the development and implementation of safety related programs.

ARTICLE 26 - Continuation Clause

In order to preserve the due process rights of employees represented hereunder, binding arbitration of grievances involving the discipline and/or discharge of employees represented hereunder shall be available pursuant to Article 9 of this agreement during any hiatus period between the expiration of this agreement and the execution of a successor agreement and all other rights, obligations and benefits of the parties are preserved pursuant to Chapter 868 of the laws of 1982.

ARTICLE 27 - Longevity

Section 1. Beginning with the first pay period in 2007, the City will include longevity pay in the 'regular rate of pay' used to calculate overtime pay. The city will pay a proportionate share of longevity pay with each paycheck. Longevity will not be included to calculate any salary increase negotiated between the parties. The City will use the following longevity pay amounts:

Years of Service Longevity Payment

15-20	\$500.00
21 -25	\$750.00
26-29	\$1,000.00
30+	\$1,250.00

Section 2. Longevity amounts will be added to the 'regular rate of pay' on the anniversary date of the year of service. For example, the pay period immediately prior to an employee's 21st anniversary will reflect a proportionate share of the \$500.00 payment. The pay period immediately after an employee's 21st anniversary will reflect a proportionate share of the \$750.00 payment.

ARTICLE 28 - Drug and Alcohol Policy

Whereas, the use of alcohol beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow employees and the general public; and

Whereas, the Drug Free Workplace Act requires the City of Binghamton, as a direct recipient of a federal grant, to certify that it will provide a drug-free workplace as defined in the act; and

Whereas, it is in the best interest of the public and of the employees to provide a clearly delineated and uniform drug and alcohol policy:

All employees are forbidden to engage in any sale or other transaction involving illegal drugs on the City premises.

Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the City premises.

Any Department/Division Head, who has a reasonable suspicion that any employee is in an impaired or intoxicated condition, may mandate the employee to be tested for drug and/or alcohol levels. Such action shall be accomplished with the approval of the Department of Personnel & Safety. Testing will be provided by United Health Services at the Employer's expense. If the employee is found to be impaired or intoxicated or if the employee refuses to be tested, he may be subject to disciplinary action. If the test reveals no impairment or intoxication, the will return to his shift without any loss of time or salary.

The employer will place a call to the designated union representative who shall be present at the drug and alcohol testing site within one hour after the incident. Should a representative of the union either be unavailable, unreachable or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action, including discharge.

Any violators of this policy may be subject to disciplinary actions as provided by contract or statute, and/or may be referred to the Employee Assistant Program (EAP).

Employees working directly with federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the acts requirements.

ARTICLE 29 - Unit-Wide Drug and Alcohol Testing

The Union hereby agrees to unit-wide random drug and alcohol testing under the following terms:

1. Testing will commence no earlier than 90 calendar days from the date of mutual ratification of this contract agreement. The City agrees to meet with and inform all City CSEA employees about testing requirements and conditions and shall have each employee participant sign a statement indicating that the employee has been informed of the program.
2. Any alleged employee violations of the negotiated Drug and Alcohol Policy will be processed through the contractual Grievance and Disciplinary procedure.
3. The City guarantees participation in the random drug and alcohol testing program annually by all non-unionized personnel of the City of Binghamton, i.e. Exempt, Management, Confidential and the Office of the Mayor. In the event

that City officials elect at a later date to remove themselves from the program, the CSEA employees shall immediately cease to participate in this testing program.

4. Both the City and the Union shall receive biannual reports (2 times each calendar year) indicating the number of testing incidents for drugs and alcohol occurring under each category of testing (i.e. post-accident, random, reasonable suspicion).

5. The Union hereby agrees to accept the City's Drug and Alcohol Policy promulgated on January 1, 1996 in its entirety. The Union and the City hereby agree to discuss all aspects of the new testing procedures and the issue of "last chance" agreements in the event of positive testing results.

6. Effective January 1, 2003, the pool of bargaining unit members under this contract will be tested for an annual total of 10% for drugs and 10% for alcohol. Any member of this unit whose urine drug test is found to be "dilute", as determined by the testing laboratory, shall be subject to immediate hair analysis for drugs. Failure to submit to such hair analysis shall be considered a refusal to test under the City's Drug and Alcohol Policy promulgated on January 1, 1996.

ARTICLE 30 – Parking

All members of this bargaining unit may park in the State Street ramp (on the corner of Henry and State streets) at a cost to the employee of \$15.00 per month. In addition, fifteen (15) roof top only spaces at the Hawley Street ramp will be allocated to CSEA members, based on seniority in the bargaining unit for \$50.00 per month. The pass only allows for parking Monday-Friday, 7am-6pm only. If an employee leaves after 6pm or if someone parks on another level during working hours, they must pay the "lost ticket" fine for the day. If an employee wishes to park outside of the allocated days/times, they must take a ticket to pay for that day/time and is not covered by this section.

ARTICLE 31 - Severability

In the event any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall be continued in full force and effect.

In the event that any such provision is finally held to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate the modification or revision of any such clause or clauses.

ARTICLE 32 - Implementation

It is understood 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.

**Exhibit A
Starting Salaries**

Position	2022 Starting Salary
Account Clerk	24,024
Account Clerk II	24,459
Account Clerk Typist	24,024
Animal Control Officer	39,000
Assistant Engineer	38,127
Assistant Housing Coordinator	33,551
Assistant Senior Engineer	N/A
Building Maintenance Superintendent	41,619
Building Inspector II	40,000
Chief Planner	48,000
Clerk	24,024
Code Enforcement Officer	33,994
Code Inspector	29,661
Computer Operator	27,946
Computer Operator, Trainee	24,465
Computer Operations Coordinator	30,747
Data Entry Clerk	24,024
Design Planner	37,450
Design Technician	32,978
Digital Technician	36,000
DPW Data Processing Coordinator	40,000
Drafting Technician	27,170
Economic Development Specialist Business Development	40,408
Electrical Inspector	41,000
Engineering Technician	35,000
Finance Accounts Payable Clerk	34,326
General Equipment Foreman	39,508
Golf Course Maintenance Supervisor	41,619
Grants Administrator	40,408
Grants Coordinator	36,000
Hardware/Software Tech	40,000
Historic Preservation and Neighborhood Planner	37,000
Housing Case Worker	36,811
Housing Coordinator	36,811
Housing Programs Supervisor	40,175
Information Technology Specialist	52,000
Information Technology Specialist - Public Safety	52,000
Lab Director	42,380
Lab Technician-Sanitary Services	29,406

Licensing Clerk	24,024
Master Electrician	50,000
Parking Meter Checker	24,024
Payroll Clerk	24,024
Planner	35,519
Plumbing Inspector	43,000
Police Comp Specialist/Crime Analyst	51,000
Principal Account Clerk	28,514
Principal Clerk	27,519
Program Assistant	28,481
Real Property Appraiser	34,004
Real Property Data Maintenance Assistant	27,524
Real Property Tax Aide	24,024
Recreation Attendant	24,024
Recreation Leader	27,170
Recreation Leader-Senior Citizen	27,170
Recreation Supervisor	40,000
Recreation Supervisor-Senior Citizen	37,000
Registrar of Vital Statistics	24,518
Senior Account Clerk	25,180
Senior Account Clerk Typist	25,180
Senior Clerk	24,024
Senior Computer Operator	34,841
Senior Crime Analyst	58,000
Senior Engineer	48,459
Senior Engineering Aide	28,514
Senior Licensing Clerk	28,514
Senior Payroll Clerk	26,945
Senior Planner	40,408
Senior Programmer/Data Processing Operator	49,523
Senior Real Property Appraiser	39,185
Senior Typist	24,024
Stationary Engineer	36,678
Stores Clerk	24,024
Stores Helper	24,024
Supervisor of Code Inspection	36,930
Sustainable Development Planner	34,372
Typist	24,024
Water Plant Engineer	44,532
Water Distribution System Supervisor	41,619
Vacant Property Officer	38,000
Zoning Enforcement Officer	38,000

Exhibit B
Forty Hour Positions

CITY CLERK
Animal Control Officer

PUBLIC WORKS
Building and Maintenance Supervisor
DPW Data Processing Coordinator
Master Electrician
Stationary Engineer

DEPARTMENT OF WATER
Water Plant Engineer

FIRE BUREAU
Superintendent of Maintenance
General Equipment Foreman

INFORMATION TECHNOLOGY
Digital Technician
Hardware/Software Tech
Information Technology Specialist - Public Safety
Information Technology Specialist

PARKS AND RECREATION
Golf Course Maintenance Supervisor

POLICE BUREAU
Sr. Crime Analyst
Police Comp Specialist/Crime Analyst

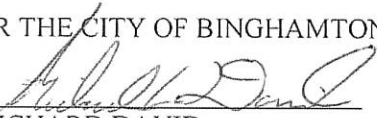
Exhibit C
Retained Titles-Civil Service Employees Association Positions

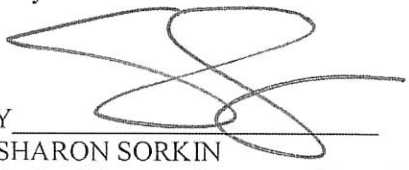
Account Auditor
Account Clerk Stenographer
Assistant Component Manager
Assistant Purchasing Agent
Assistant Recycling Coordinator
Assistant Signal Superintendent
Assistant Superintendent of Building Inspection and Construction
Assistant Tax Receiver
Assistant Water Superintendent
Audit Clerk
Bookkeeper
Bookkeeper Machine Operator
Bureau Chief
Component Manager (development Services)
Component Monitor Word Processing Center Supervisor Computer
Programmer (Development Services)
Construction Inspector
Cook
Data Processing Machine Operator
Data Processing Manager
Director of Senior Citizens Programs
Director of Zoo
Economic Development Business Development Enforcement
Specialist/Recycling
Engineering Design Assistant
Executive Secretary (COD)
Golf course Supervisor
Graphic Technician
Junior Accountant Key
Punch Operator
Legal typist
Neighborhood Services Representative
Planning Aide (Full Time)
Programmer Relocation
Interviewer
Secretary to City Engineer
Sealer of Weights and Measurers
Senior Data Processing Machine Operator
Senior stenographer
Special Equipment Foreman
Stenographer
Steno Secretary
Superintendent of Maintenance (Fire)
Tax Clerk
Tax Receiver
Traffic Violators/Sr. Clerk/Ticket Writer

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

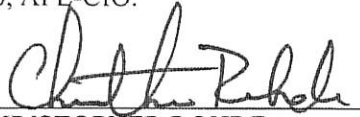
DATED: October 18, 2021
Binghamton, New York


FOR THE CITY OF BINGHAMTON:

BY 
RICHARD DAVID
Mayor


BY 
SHARON SORKIN
Acting Director of Personnel & Safety

FOR THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., AFSCME, LOCAL
1000, AFL-CIO.

BY 
CHRISTOPHER ROHDE,
Labor Relations Specialist, Local 1000

BY 
KATHLEEN COFFEY
CSEA, Local 1000, Unit #6151

APPROVED AS TO FORM:


KENNETH FRANK
Corporation Counsel

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

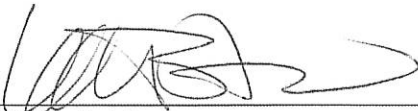
On this 15th day of October, 2021, before me personally appeared RICHARD DAVID who being by me duly sworn, did depose and say: That they are the Mayor of the City of Binghamton, the municipal corporation named in and which executed the foregoing instrument; that they know the seal of said City; and that the seal affixed to said instrument is such corporate seal.



Notary Public

DONNA FERRANTI
Notary Public, State of New York
Reg. No. 01FE6363527
Qualified in Broome County
Commission Expires August 21, 2021
2025

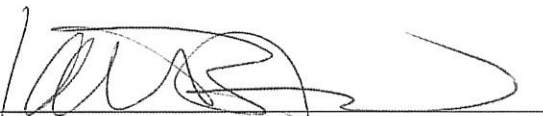
On this 15th day of October, 2021, before me personally appeared SHARON SORKIN who being by me duly sworn, did depose and say: That they are the Acting Director of Personnel & Safety of the City of Binghamton and Chief Negotiator, the municipal corporation named in and which executed the foregoing instrument and that signed their name thereto.



Notary Public

LEANA P TESTANI
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01TE6340037
QUALIFIED IN BROOME COUNTY
MY COMMISSION EXPIRES APRIL 11, 2024

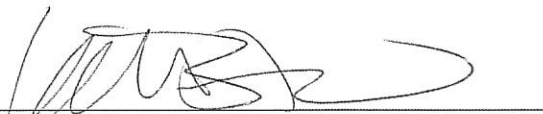
On this 15th day of October, 2021, before me personally appeared CHRISTOPHER ROHDE who being by me duly sworn, did depose and say: That they are the Labor Relations Specialist of the organization named in and which executed the foregoing instrument and that signed their name thereto.



Notary Public

LEANA P TESTANI
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01TE6340037
QUALIFIED IN BROOME COUNTY
MY COMMISSION EXPIRES APRIL 11, 2024

On this 14th day of October, 2021, before me personally appeared KATHLEEN COFFEY who being by me duly sworn, did depose and say: That they are a member of the organization named in and which executed the foregoing instrument and that signed their name thereto.



Notary Public

LEANA P TESTANI
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01TE6340037
QUALIFIED IN BROOME COUNTY
COMMISSION EXPIRES APRIL 11, 2024



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

Date: November 3, 2021

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

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AGREEMENTS WITH
VARIOUS SMALL BUSINESSES FOR
DISTRIBUTION OF COVID-19 CARES ACT
FUNDS

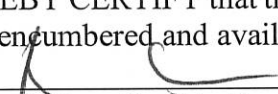
WHEREAS, the City of Binghamton wishes to enter into agreements with various small businesses for distribution of COVID-19 Cares Act Funds; and

WHEREAS, the businesses approved for assistance are Vista Property Management at a cost not to exceed \$7,500; Hair by Simone at a cost not to exceed \$2,000; and Fuller Sons and Daughters Gift Shop at a cost not to exceed \$2,000.

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 Vista Property Management at a cost not to exceed \$7,500; Hair by Simone at a cost not to exceed \$2,000; and Fuller Sons and Daughters Gift Shop at a cost not to exceed \$2,000; and that funds shall be deducted from budget line CD8760.535005.CVY45 (EDW-PROGRAM-BUSINESS ASST) for this purpose.

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



Chuck Shager, Comptroller



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

Date: November 3, 2021

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

Introduced by Committee: Finance

RESOLUTION

entitled

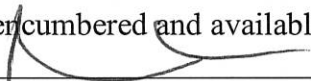
A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE
BROOME COUNTY LAND BANK FOR THE
AFFORDABLE HOMES PROGRAM

WHEREAS, the City of Binghamton wishes to enter into an agreement with the Broome County Land Bank for the Affordable Homes Program in an amount not to exceed \$2,000,000.

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 the Broome County Land Bank for the Affordable Homes Program in an amount not to exceed \$2,000,000; and that funds shall be deducted from budget line H8686.54756.F0015 (Affordable Housing) for this purpose.

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



Chuck Shager, Comptroller



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

Date: November 3, 2021

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

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION TO ACCEPT \$330,000 FROM
THE ENVIRONMENTAL FACILITIES
CORPORATION GREEN INFRASTRUCTURE
GRANT PROGRAM

WHEREAS, the City of Binghamton is eligible to receive a grant in the amount of \$330,000 from the Environmental Facilities Corporation Green Infrastructure Grant Program; and

WHEREAS, the grant will be used for the City of Binghamton Deco District Green Infrastructure Project; and

WHEREAS, there is a local match of \$33,000 to be paid from the Department of State (DOS) Urban Revitalization Initiative (URI) C1001415 Downtown Entertainment & Cultural Organizations (DECO) District grant; that pending reimbursement, funding for the project shall be drawn from the general fund; that the Director of PHCD and the City Engineer will be the grant project managers; and that the anticipated date of project completion is December 2022.

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 execute any and all documents, approved as to form and content by the Office of Corporation Counsel, to accept a grant in the amount of \$330,000 from the Environmental Facilities Corporation Green Infrastructure Grant Program to fund the City of Binghamton Deco District Green Infrastructure Project.