



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Phil Strawn, City Council President

Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA

City Hall, 38 Hawley St, Binghamton

6pm Tuesday, June 21, 2022

The Work Session begins at 6pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL/Topic	Pages	Presenter
6:00pm	Finance	Scaringi	RL22-169: Amend the 2022 budget for use of ARPA funds to support fire station facility rehabilitations	1	Al Gardiner
6:05pm	Finance	Scaringi	*RL22-165: Amend the 2022 budget to purchase DPW Trucks	2-3	Dan Maerkl
6:10pm	Employees	Resciniti	*RL22-162: Amend the City Charter Standard Work Day	4	Juliet Berling
6:15pm	Finance	Scaringi	*RL22-163: Increase the annual salary of the Director of Planning and the Assistant Director of Planning *RL22-164: Fund a part-time clerk in Planning	5-7	Juliet Berling
6:20pm	Finance	Scaringi	RL22-166: Amend the 2022 BJCSB budget for CN Event Equipment and Capital Outlay RL22-167: Amend the 2022 BJCSB budget for equipment	8-9	Billie Goodson
6:25pm	PW/Parks	Scanlon	RL22-168: Enter into an agreement with Upper Susquehanna Coalition for wetland improvements at Sandy Beach Park	10-14	Pat McGinnis
6:30pm	Finance	Scaringi	RL22-170: Enter into an agreement with Ramboll Americas Engineering for upgrades at the Water Filtration Plant	15-25	Jeff Kruger
6:35pm	Finance	Scaringi	RL22-171: Enter into an agreement with the Greater Binghamton Chamber of Commerce to support marketing, arts, and tourism	26	Sarah Glose
6:40pm	Planning	Scanlon	RL22-172: Enter into an agreement with the ACA for HVAC improvements	27	Steve Carson
6:45pm	-----	-----	Pending Legislation: <i>*Found on the website calendar with the prior Work Session documents.</i> RL22-150: Authorizing the Mayor to enter into an agreement with GHD for the CSO-LTCP Post Construction Compliance Monitoring Program at the BJCJSTP RL22-151: BLDC load to Renkan Holdings, LLC for renovations to 221 State Street	---	Janine Faulkner



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			<p>RL22-153: Authorizing the Mayor to accept a grant from NYS OPRHP to complete a citywide comprehensive survey of historic public education resources</p> <p>RL22-154: Amend the 2022 Golf Fund to pay lease on golf equipment</p> <p>RL22-155: Correcting the tax rolls for 64 Mygatt Street</p> <p>RL22-157: Increase the salary of the Payroll Assistant</p> <p>RL22-158: Amend the 2022 Assessor budget to purchase storage for files</p> <p>RL22-159: Authorizing the Mayor to enter into an agreement with Binghamton University to perform class work for the Physical Therapy Department at the First Ward Senior Center</p>		
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COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:
22-169
Date Submitted:
6/15/22

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

REQUEST FOR LEGISLATION

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

Applicant Information

Request submitted by: Acting Chief Alan Gardiner

Title/Department: Bureau of Fire

Contact Information: (607) 772-7016

RL Information

Proposed Title: An Ordinance to amend the 2022 Budget for use of American Recovery Plan act funds to support fire station facility rehabilitations.

Suggested Content: Increase: A9950.59000.F0015 (Interfund Transfer - ARPA), \$1,000,000
Increase: A44089.F0015 (Federal Aid - ARPA), \$1,000,000
Increase: H.45031.F0015 (Interfund Transfer - ARPA), \$1,000,000
CREATE LINE Increase: H.3120.XXXXXX.F0015, \$1,000,000 (Fire Station Capital)

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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



Expedite

Legislative Branch

RL Number:
22-165
Date Submitted:
6/15/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: DAN MAERKEL
Title/Department: DPW
Contact Information: 607-772-7021

RL Information

Proposed Title: An Ordinance to amend the 2022 Budget to purchase 2 Garbage Trucks,
1 Dump Truck with plow and 1 small truck with plow in the amount of \$749,874.47 with Loss Revenue
Funds and create a line for the Dump Truck purchases. Budget Lines
Suggested Content: See Attached

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

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

INCREASE	A.49999	FUND BALANCE-LOSS REVENUE	749,874.47
INCREASE	A.9950.59000	TRANSFER TO CAPITAL	749,874.47
INCREASE	H.45031	INTERFUND TRANSFER-CAPITAL	749,874.47
CREATE/INCREASE	H5197.525097	DUMP TRUCKS (3)	319,856.47
INCREASE	H8160.525083	GARBAGE TRUCK	430,018.00



Expedite

Legislative Branch

RL Number:
22-162
Date Submitted:
6/3/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Juliet Berling

Title/Department: Director of PHCD

Contact Information: jumberling@cityofbinghamton.com

RL Information

Proposed Title: Amend City Charter 124-39 Standard Work Day

Suggested Content: Amend City Charter Section 124-39 Standard Work Day to add Director of Planning, Housing, and Community Dev, and Assistant Director of Planning, Housing and Community Dev to the

list of 8 hour employees

effective 6/25/22

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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



Ex pedite

Legislative Branch

RL Number:
22-163
Date Submitted:
6/3/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Juliet Berling

Title/Department: Director of PHCD

Contact Information: jumberling@cityofbinghamton.com

RL Information

Proposed Title: AN ORDINANCE TO AMEND THE 2022 PLANNING AND CONTINGENCY BUDGET

Suggested Content: AMEND THE PLANNING BUDGET TO INCREASE THE DIRECTOR AND ASSISTANT DIRECTOR OF PLANNING, HOUSING AND COMMUNITY DEVELOPMENT TO 8 HOUR DAYS. DIRECTOR NEW SALARY 74,397 AND ASSISTANT DIRECTOR NEW SALARY TO 70,829. INC A8684.51000 \$9,380.57 (4805.55+4575.02) AND DEC A1990.55000 CONTINGENCY \$9,380.57

Additional Information

effective 6/25/22

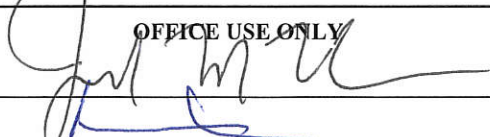

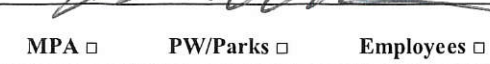
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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



Legislative Branch

RL Number:
22-164
Date Submitted:
6/10/22

* Please Expedite * Start date is 6/27

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Juliet Berling

Title/Department: Director PHCD

Contact Information: jumberling@cityofbinghamton.com

RL Information

Proposed Title: Amend Planning & Zoning Budget to fund Clerk part-time

Suggested Content: Fund temporary services line to allow Planner new hire to start as a part-time

Clerk working 3.5 hours daily 35 hrs per pay period at \$20/hr starting 6/27/2022 through 9/16/2022

to complete Masters degree. Transfer \$4,200 from A8684.5100^P Planner line to A8684.51800 Temporary

Services Clerk Part-time line.

Additional Information

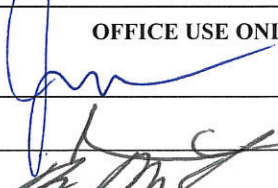

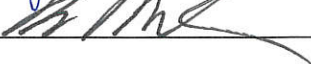
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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

SHALIN PATEL

409 N Page Ave. Endicott, NY. 13760. | (607) 621-7924 | spatel91@binghamton.edu

EDUCATION

MASTER OF ARTS | EXPECTED GRADUATION: SUMMER 2022 | BINGHAMTON UNIVERSITY, SUNY

Major: Geography – Applied Geography / Geographic Information Systems (GIS)

BACHELOR OF ARTS | FALL 2019 | BINGHAMTON UNIVERSITY, SUNY

Major: Geography – Environmental Resource Management (ERM).

ASSOCIATE IN SCIENCE | MAY 2016 | BROOME COMMUNITY COLLEGE, SUNY

Major: Business Administration

RELEVANT WORK EXPERIENCE

TEACHING ASSISTANT | BINGHAMTON UNIVERSITY, SUNY | AUGUST 2020 – MAY 2022

- Held labs once a week via Zoom during period of remote learning
- Corrected quizzes and labs in a timely manner
- Performed certain logistical work on Blackboard and Brightspace for a class

RESEARCH ASSISTANT | BINGHAMTON UNIVERSITY, SUNY | MAY 2021 – MAY 2022

- Johnson City (JC) Revitalization Project – field work involving in person interviews (of the park visitors in the Johnson City area), visiting project sites to monitor work being performed, rode electronic scooters to identify occupied vs. vacant businesses surrounding the Pharmacy and Nursing schools, used GIS technology and Google Earth to perform street light analysis in JC
- Performed various aspects of analysis work using computer software such as Otter AI and NVIVO. Furthermore, helped contribute to the story map for the project.
- Helped create a series of final reports such as Johnson City Streetlight Analysis, Summer 2021 Parks Report, and Johnson City – Small Business Focus Group Final Report
- Worked in a team of 3 students, over time expanding to 6 total students from May of 2021 to May of 2022

HISTORIC RESEARCH INTERN | CITY OF BINGHAMTON | OCTOBER 2021 – DECEMBER 2021

- Researching and analyzing documented details on a historical property located in the heart of the City of Binghamton
 - Gathering necessary information to fill out the preliminary information form for the state and national registers of historical places program
-

RELATED COURSE EXPERIENCE

- Master's Thesis Project: *Analysis of absentee landlord properties and the housing quality and conditions of those properties*
 - Courses: Introduction to GIS, Cartography, Census Geography and GIS, GIS and Spatial Analysis, Urban Patterns, Processes, and Sustainability, Aerial Images and Drones in Planning, and Climate Change, Science, and Policy
 - Class final project: Using data acquired from the US Census and use of GIS tools, an analysis was performed on Affordable Housing in Wake County, North Carolina. A series of maps were created for different variables such as educational attainment, total population, and median rent from 1970-2018 to see noticeable trends in these variables
 - Participated in an Emergency Management Exercise with Upstate Medical Students and professionals from various occupations from the area
 - Interviewed Johnson City Chief of Police Brent Dodge on the account of safety in Johnson City for a group project, which was later presented as a story map
-

CERTIFICATES

FAA Certification: *The Recreational UAS Safety Test (TRUST) – January 2022*

FEMA Certification: *ICS-100, Introduction to Incident Command System – February 2020*

FEMA Certification: *IS-00200, Basic Incident Command System for Initial Response – March 2020*

SKILLS AND ABILITIES

COMPUTER

- Microsoft Word, Excel, PowerPoint
- ArcGIS Pro, NVIVO Analysis, DaVinci Resolve

OTHER

- GIS Analysis, people skills, teamwork, researching, acquiring, and analyzing data
- Proficient in Gujarati and Hindi languages



Legislative Branch

RL Number:
22-166
Date Submitted:
6/15/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Billie J. Goodson

Title/Department: Business Manager - BJCWWTP

Contact Information: bgoodson@bjcwwtp.onmicrosoft.com, 607-729-2975 x 13

RL Information

Proposed Title: Adjust 2022 Budget Accounts for CN Event Equipment and Capital Outlay

Suggested Content: The Joint Sewage Board asks the City Council to increase the Insurance

Recovery Revenue-CNBAF(J.42680.CNBAF) line by an additional \$300,000 and increase appropriations

for Equipment and Capital Outlay-CNBAF (J8130.52000.CNBAF) by \$300,000.

This R/L does not need to be expedited.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies



Legislative Branch

RL Number: 22-167
Date Submitted: 6/15/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Billie J. Goodson

Title/Department: BJCJSTP Business Manager

Contact Information: 729-2975

RL Information

Proposed Title: Ordinance to amend the BJCSB 2022 Budget to transfer funds needed to increase the apportionment for Equipment and decrease Personal Services.

Suggested Content: The Board requests the Owners to process legislation to amend the 2022 to increase Equipmnet (J8130.52000) by \$67,000.00 and decrease Personal Services by (\$67,000.00).

J8130.51000

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies



Legislative Branch

RL Number:
22-1108
Date Submitted:
11/15/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Pat McGinnis

Title/Department: Commissioner of Parks & Recreation

Contact Information: 607-772-7017 prmcginnis@cityofbinghamton.com

RL Information

Proposed Title: Authorize the Mayor to enter into an agreement with the Upper

Susquehanna Coalition for a wetland improvement project at Sandy Beach Park.

Suggested Content: The Upper Susquehanna Coalition has funding to provide wetland

improvements at Sandy Beach Park free of cost to the City.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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

Map Unit Brief Description (Brief, Generated)

Broome County, New York

[Minor map unit components are excluded from this report]

Map Unit: Tg - Tioga gravelly silt loam, fan

Component: Tioga (85%)

The Tioga component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on flood plains. The parent material consists of loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is occasionally flooded. It is not ponded. A seasonal zone of water saturation is at 54 inches during February, March, April. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 1. This soil does not meet hydric criteria. The hydrologic soil group is A.

Map Unit: Wd - Wayland soils complex, 0 to 3 percent slopes, frequently flooded

Component: Wayland (60%)

The Wayland component makes up 60 percent of the map unit. Slopes are 0 to 3 percent. This component is on flood plains on valleys. The parent material consists of silty and clayey alluvium derived from interbedded sedimentary rock. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 9 percent. This component is in the F139XY009OH Wet Floodplain ecological site. Nonirrigated land capability classification is 5w. This soil meets hydric criteria. The hydrologic soil group is B/D.

Component: Wayland, very poorly drained (30%)

The Wayland, very poorly drained component makes up 30 percent of the map unit. Slopes are 0 to 3 percent. This component is on flood plains on valleys. The parent material consists of silty and clayey alluvium derived from interbedded sedimentary rock. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is frequently flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, September, October, November, December. Organic matter content in the surface horizon is about 15 percent. This component is in the F139XY009OH Wet Floodplain ecological site. Nonirrigated land capability classification is 5w. This soil meets hydric criteria. The hydrologic soil group is B/D.

Map Unit: Cv - Cut and fill lands, gravelly materials

Component: Udorthents, gravelly (80%)

The Udorthents, gravelly component makes up 80 percent of the map unit. Slopes are 0 to 8 percent. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 54 inches during January, February, March, April, May, June, November, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. The hydrologic soil group is A.

Soil Type	pH	Drainage class	Depth to Water Table (cm)	Organic Matter %	Sand %	Clay %	Silt %	Common Trees
Tg	6.4	Well Drained	137	1.3%	51.3%	9.1%	39.6%	N/a
Cv	6.5	Well Drained	137	0.1%	64.8%	10.2%	24.9%	N/a
Wd	7.2	Poorly Drained	0	1.8%	15.3%	25.5%	59.2%	N/a

Sandy Beach Park: Wetland Improv
545 Conklin Ave, Binghamton 1

Prepared by:

Upper Susquehanna Co.
183 Corporate Drive Owego, NY 1

Scale: 1=2,250 Date: June 13th, 2022 I



Sandy Beach Park: Wetland Improvement
545 Conklin Ave, Binghamton NY

Prepared by:

Upper Susquehanna Coal
183 Corporate Drive Owego, NY 138

Scale: 1=1,250 Date: June 13th, 2022 RE



14
Areas



Legislative Branch

RL Number:
22-170
Date Submitted:
6/15/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Jeff Kruger
Title/Department: Water/Sewer Superintendent
Contact Information: (607)772-7210

RL Information

Proposed Title: A resolution authorizing the Mayor to enter in a Professional Services with Ramboll Americas Engineering for the Emergency Power System Upgrades at the Water Filtration Plant.

Suggested Content: The Proposal is for the evaluation, design and contract documents for the standby emergency power and high service pumping improvements at the Water Filtration Plant.

This proposal is for \$119,400 and will be funded with budget H8320.525105.F0015 (Water Plant Improvements)

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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



Mr. Michael Dervay
Purchasing Agent
City of Binghamton
38 Hawley Street
Binghamton, NY 13901

Re: Emergency Power System Upgrades at Water Filtration Plant
Proposal for Engineering Services

File: 1588/CRM ID#94501

Date June 10, 2022
Click or tap here to enter text.

Dear Mr. Dervay:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to provide the City of Binghamton, Department of Water and Sewer with this proposal for engineering services in connection with standby power and high service pumping improvements at the City's Water Filtration Plant. This proposal has been prepared based on the City's Request for Qualifications and recent discussions with the City Water and Sewer Superintendent.

Ramboll
18 Link Drive
Binghamton, NY 13904
USA

T 607-232-5300
<https://ramboll.com>

Ref 1588 (OPP #94501)
Click or tap here to enter text.

To facilitate review, our proposal is organized as follows:

- Project Understanding
- Scope of Services
- Clarifications and Assumptions
- Schedule
- Fee and Terms

Project Understanding

The City of Binghamton requires upgrades to their existing generation system to ensure reliable and redundant power supply to achieve electrical independence from New York State Electric and Gas (NYSEG) utility power for an extended duration. Additionally, due to the facility's age as well as continued decreases in community water demands, the current high service pumping system's capacity far exceeds normal requirements which limits flexibility of the pumping system. As stated in the City's Request for Qualifications, the City's concerns include:

1. *Installation of two new generators at two new locations to make up full coverage for new and old gear alike. Redirecting existing generator power lines from river pumps to power the Distribution Building.*
2. *Conduct a system pumping curve analysis to determine best pump replacements and probable size requirements due to continued lower [than] design flows. Replacing a failed 600 HP Pump and Motor with something more in line with our current operational needs.*
3. *Remap and redesign as required all Generator power to ensure each component that should be powered will be powered in the event of an emergency.*
4. *Pipe fitting work to replace two Morgan Pump Control valves with Valmatic "Surgebuster" Check valves to match Pumps 1 and 4 configuration.*

To supplement our understanding, Ramboll performed a pre-proposal site visit to allow cursory review of available design information, observe first-hand the current state of existing electrical equipment, assess hydraulic systems, and pumping configuration. This allowed Ramboll to better understand the issues and to tailor a solution which will meet the City's short-term and long-term needs.

Two NYSEG 4.8-kV services lines currently provide power to the facility through a main 2500-kVA 480-V transformer. The NYSEG lines are not connected in parallel, and only one line can service the facility at any given time. The plant has undergone a series of electrical upgrades since its original installation. These upgrades include a 750-kW natural gas standby generator, and automatic transfer switches (ATS) to provide standby power capability to selected equipment. This installation does not support all the desired equipment required to fully operate the facility during a loss of utility power. Specifically, the limited selection of equipment attached to transfer switches creates significant vulnerabilities while equipment is out of service.

Both 4.8-kV NYSEG utility services failed during a recent storm event in the spring of 2022, which resulted in the loss of plant capacity to treat and pump water to the City distribution system. This failure was primarily attributed to key equipment that was either not connected to the existing standby generator, or key equipment that was either out of service, or failed during the power loss event.

The facility desires to have a standby power system designed and integrated into the facility electrical distribution system to provide appropriate minimum production capacity during a loss of utility power. The design of the standby power system should be automatic upon the loss of the utility source, with appropriate operating loads resuming operations upon startup of the standby generator system. Due to the 24/7 operating requirements of the facility, the level of operator response needed to restore operational functions should be limited.

In addition to power reliability the plant requires analysis and improvements to their high service pumping system. These improvements include replacement of an inoperable 600 HP pump as well as several mechanical components. Given substantial reductions in demands, the high service pumps operate well below the original plant's design capacity. The pump replacement provides an opportunity to right-size the pumping and hydraulic components to more efficiently align with current system demands.

Scope of Services

Based on the above understanding, Ramboll proposes to provide the following scope of services:

Task 1 – Project Initiation, Data Collection and Review

We request that the City provide the following data and information to the extent available, for use in conducting the evaluations:

- Daily water production data for the most recent 24-month period
- Summary of historical monthly water production data for the period Jan 2000 to date
- Monthly utility bills for the most recent 24-month period
- Shop drawings, performance curves and motor data for existing raw water and high service pumps
- As-built drawings of existing facilities

Ramboll will then conduct an initial kick-off workshop at the treatment plant with appropriate City staff. Ramboll assumes that two (2) key staff will attend in person with others participating remotely as needed. The in-person attendees will include the project's lead electrical and lead mechanical engineers, one of which will also serve as project manager. Ramboll will provide a written summary within one week of the meeting.

Task 2 – Standby Power Evaluation

Ramboll will develop a detailed understanding of the configuration of equipment connected to the existing generator supply and develop a list of equipment the City would like connected to standby generator supply. Ramboll will make recommendations for additional equipment if/as needed.

Multiple options will be developed to address the standby power objectives and minimize the existence of critical single points of failure. The development of these options is the foundation of the design for the standby power system.

Up to three (3) base options will be conceptually developed to enable the facility to select a solution that aligns with budget, schedule and technical features. The development of each option will include conceptual one-line diagrams depicting major equipment, general equipment layout, evaluation of distinguishing advantages and disadvantages, and conceptual cost.

During development of the options, the following key technical features will be considered and evaluated:

- Redundancy to prevent failure of a single generator from inhibiting full plant operation
- Flexibility to enable all critical loads to be available for standby power operation (with consideration of actual number of units required to support plant operations)
- Fuel selection, capacity and storage
- Generator locations, installation in existing structures, provision of fully enclosed walk-in enclosures
- Generator switchgear, generator paralleling
- Number of generators
- Addition of local ATS units for specific loads or integration of full facility backup power utilizing single service ATS with bypass capability
- Control functionality to prevent generator overloads by operating excess loads

A workshop meeting will be conducted with the City to review the standby power options and discuss the features, benefits and alignments with the facility to guide the desired selection prior to final design. Ramboll assumes that two (2) key staff will attend this workshop.

Task 3 – High Service Pumping Evaluation

Ramboll will perform a hydraulic evaluation of the high service pumping system, for purposes of establishing recommended performance characteristics of new equipment to replace existing High Lift Pump No. 2 (600 HP). The range of flow, discharge pressure, and wet well level will be utilized to develop an envelope of system head curves for use in establishing the recommended pump size for replacement of the existing 600-HP pump. Based on discussions with plant staff, we understand that the accuracy of the existing finished water venturi flow meters may be in question. This limitation will be incorporated into the evaluation as appropriate.

Ramboll will also design modifications to the existing discharge piping for High Lift Pump Nos. 2 and 3, to remove the existing hydraulic operated cone valves and replace with Surgebuster® swing check valves. This will result in simpler pump operation, consistent with operation of existing High Lift Pump Nos. 1 and 4.

Ramboll will conduct a workshop meeting with the City to review and discuss findings of the pumping evaluation, prior to proceeding to final design. Ramboll assumes that two (2) key staff will attend this workshop.

Task 4 – Final Design and Contract Documents

We will prepare drawings, technical specifications and other contract documents for the recommended standby power and pumping upgrades. Where appropriate, drawings will be supplemented with photographs representing existing conditions. Drawings will be signed and sealed by a professional engineer licensed in New York State.

We will prepare a project manual suitable for public bidding, including Advertisement, Instructions to Bidders, General Conditions, Bid/Proposal Form, and Agreement as necessary to solicit and obtain public bids for separate General and Electrical construction contracts, in accordance with New York State General Municipal Law.

Design of the recommended standby power option will include:

- Electrical one-line diagrams
- Technical specifications for generators and electrical equipment
- Plan drawings depicting equipment locations, conduit routing, ductbanks, etc.
- Grounding, site lighting plans
- Foundation plans for equipment
- Integration with the Phase 2 solids handling project
- Generator/motor starting modeling and analysis for all loads
- Development of load starting sequences, if required
- Development of motor starting interlocks via SCADA of hardwired means to prevent inadvertent operation of excess loads
- Short circuit, coordination and arc flash analysis for new electrical equipment provided under this project

We will review the working design documents with City representatives at the 60% and 90% stage of completion and will incorporate comments regarding design details as appropriate into the final design documents. An estimate of construction costs will be provided along with the 90% design documents.

Task 5 – Bidding Assistance

Ramboll will provide services during the bidding period as follows:

- Distribute contract documents to local and regional builders' exchanges and prospective bidders; contract documents will be distributed in electronic format (PDF files) via a third party specializing in such distribution; reproduction costs will be paid directly by the prospective bidders
- Receive questions from prospective bidders and vendors during the bidding period and prepare/issue addenda as required to revise, correct or clarify the contract documents
- Conduct and prepare documentation of pre-bid meeting, for distribution to plan holders
- Attend bid opening
- Review and tabulate bids, and provide the City with a recommendation for awarding the contract
- Prepare Notice of Award and issue to contractor
- Prepare and publish three (3) copies of the conformed contract documents for execution of Agreement by contractor and City

For purposes of this proposal, we have assumed that no unusual circumstances occur during bidding, such as a bid protest, withdrawal of the low bidder, or similar occurrence.

Task 6 - Permitting

Ramboll will assist the City in obtaining the following permits and approvals:

- Approval of Public Water Supply Improvement (NYSDOH)

No other permits and approvals are anticipated based on our current understanding of the project scope.

Additional Services

The following services were not indicated in the City's RFP and are therefore not included in this proposal:

- Water distribution system hydraulic and water quality modelling, to evaluate water age or other potential distribution system improvements
- Pre-procurement of new high service pumping equipment, to expedite project completion
- Pre-procurement of new standby generation equipment, to expedite project completion
- Additional air emissions permitting assistance, if the City intends to use generation equipment for power supply beyond standby use and regular exercising

Certain of these services may be appropriate and worthy of further discussion. If desired, these services could be provided under a separate authorization.

Clarifications and Assumptions

Our proposal reflects the following clarifications and assumptions:

- No topographic survey is included. We assume that existing base mapping developed for recent projects at the facility will be available in AutoCAD-compatible format and will be suitable for use during design. Similarly, no subsurface exploration to locate existing underground utilities is included. This assumption should be carefully considered, as new duct banks may be needed and a thorough understanding of existing utilities to avoid potential conflicts will be important.



- A plant-wide electrical short circuit, coordination and arc flash study is not included. This engineering can be provided if desired by the City, pending further definition of scope and available documentation.
- A detailed hydraulic transient (*i.e.*, surge) analysis of the high service pumping system was not indicated in the City’s RFQ and is not included. Such an analysis may be appropriate and can be provided as an additional service or under a separate authorization.
- We assume that lead based paint is present in certain locations, and we will provide appropriate specifications for protection of workers and the environment due to work at these locations. Otherwise, no hazardous materials survey, analysis nor design of hazardous materials abatement is included. It would be appropriate to reevaluate this assumption with the City once the extent and limits of work are confirmed, to see if a limited hazardous materials survey is appropriate.
- Construction phase engineering and/or resident project representative services are not included. We anticipate that these services will be performed under a separate authorization.
- We anticipate that additional fuel storage for new standby generation equipment will necessitate modifications to the facility’s existing SPCCC Plan. Ramboll can provide assistance in updating this Plan if requested, as an additional service or under a separate authorization.

We welcome the opportunity to discuss any of these clarifications and assumptions with the City.

Schedule

Ramboll will begin work upon acceptance of this proposal. We anticipate completing the scope of services in accordance with the following schedule, which includes target dates for important milestones and deliverables.

Milestone or Deliverable	Target Date
Proposal submitted	Jun 10, 2022
Receive authorization to proceed	Jun 24, 2022
Conduct project kick-off workshop	Jul 8, 2022
Submit draft technical memoranda to City	Aug 19, 2022
Conduct conceptual design review workshop	Aug 26, 2022
Issue final technical memoranda	Sep 16, 2022
Submit 60% design deliverable to City	Oct 28, 2022
Conduct 60% design review meeting	Nov 4, 2022
Submit 90% design deliverable to City	Dec 16, 2022
Conduct 90% design review meeting	Jan 6, 2023
Advertise for bids	Jan 27, 2023
Receive bids	Mar 2023
City awards construction contracts	Apr 2023
Issue notice to proceed to contractors	May 2023
Construction complete	Apr 2024



Fee and Terms

Ramboll will perform the services described in this proposal for a lump sum fee of **\$119,400**. A breakdown of this fee by task is provided below. Invoices will be prepared monthly, based on percent complete for each task.

Task/Description	Fee Type	Fee
1 - Project Initiation, Data Collection and Review	Lump Sum	\$ 7,000
2 - Standby Power Evaluation	Lump Sum	14,000
3 - High Service Pumping Evaluation	Lump Sum	9,000
4 - Final Design and Contract Documents	Lump Sum	79,800
5 - Bidding Assistance	Lump Sum	9,000
6 - Permitting	Lump Sum	600
Total		\$ 119,400

Services will be performed in accordance with the attached Ramboll Standard Service Terms and Conditions.

If this proposal is acceptable, please countersign and return a copy of the proposal to signify acceptance and serve as authorization for Ramboll to proceed. Alternatively, the City may issue a purchase order or similar written instrument to indicate acceptance of the proposal. However, because the standard language of purchase orders is typically applicable to the provisions of goods, as opposed to services, we request that the purchase order reference this proposal as the basis for the work.

We appreciate the opportunity to provide services to the City of Binghamton. Should you have questions or concerns regarding this proposal, please do not hesitate to contact me.

Yours sincerely,

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.

Ronald G. Harting
SENIOR TECHNICAL DIRECTOR

D 607-232-5317
M 607-725-5517
ron.harting@ramboll.com

Attachments

- Ramboll Standard Service Terms and Conditions

cc: Mr. Cory Johnson, Ramboll

Proposal accepted,

CITY OF BINGHAMTON

By: _____ Date _____
Title: _____

9. **Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.
10. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
11. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
12. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:
- maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
 - provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
 - provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
 - arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.
13. **Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:
- the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
 - changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
 - unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
- damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.
14. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.
15. **Force Majeure.** RAMBOLL, and its affiliates, shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include without limitation strike, lockout, embargo, epidemic, pandemic, or other outbreak of disease, quarantine restrictions, riot, war, act of terrorism, cyber-attack, flood, fire, act of God, act of the federal or state government, accident, failure or breakdown of components necessary to order completion, Client, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies or manufacturing facilities, compliance with any Law, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors. In any such event, RAMBOLL shall give prompt notice to Client of the event or circumstance and RAMBOLL will be entitled to an equitable adjustment in the time for performance of the Services and to equitable compensation from Client for the time expended and expenses incurred by RAMBOLL with respect to the Project.
16. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of RAMBOLL in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.
- Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon RAMBOLL's receipt of payment. Client agrees to defend, indemnify and hold harmless RAMBOLL from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.
17. **Suspension of Services.**
- Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
 - In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

**RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
STANDARD SERVICE TERMS AND CONDITIONS**

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
 - a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
 - b) **Law** shall mean federal, state, and local statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
 - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
 - d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, Ramboll Americas Engineering Solutions, Inc., unless otherwise stated in the Proposal.
 - e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
 - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
 - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
3. **Payment.** Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.

5. **Status.** Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care.** RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
8. **Insurance.** Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where Services are performed
b) Automobile	\$1,000,000
c) General Liability	\$1,000,000
d) Professional Liability	\$1,000,000
e) Excess Umbrella	\$3,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.

18. **Indemnification.**
 - a) Subject to paragraph 20 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
 - b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.
19. **Limitation of Damages.** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.
20. **Liability.** The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 18a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than \$1,000,000.
21. **Mediation of Disputes.** The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.
22. **Termination.** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.
23. **Modification.** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.
24. **Notice.** All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.
25. **Interpretation.** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.
26. **Severability.** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.
27. **Waiver.** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
28. **Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.



Legislative Branch

RL Number:
22-171
Date Submitted:
6/15/22

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

REQUEST FOR LEGISLATION

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

Applicant Information

Request submitted by: Sarah Glose

Title/Department: Economic Development

Contact Information: (607) 772-7161

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with the Greater Binghamton Chamber of Commerce / VisitBing to support marketing of arts, travel, tourism, hospitality and events in Binghamton.

Suggested Content: Budget line: A6989.54742.F0015 (Promotions / Marketing)
*funding approved Nov. 3, 2021

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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



Legislative Branch

RL Number:
22-172
Date Submitted:
6/15/22

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

REQUEST FOR LEGISLATION

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

Applicant Information

Request submitted by: Stephen Carson

Title/Department: HUD Manager

Contact Information: stcarson@cityofbinghamton.com

RL Information

Proposed Title: Authorize the Mayor to enter into agreement with American Civic Assoc. (ACA)

Suggested Content: Agreement will fund a HVAC overhaul at the ACA office at 131 Front Street.

Overhaul will include improvements to energy efficiency and virus/COVID prevention. Funding source is CD8760.535006.CVY46 (EDW-PROGRAM-NONPROFIT ASST) - \$150,000

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R2

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