



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, July 5, 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	*RL22-176: Amend the budget to cover cost of gas/diesel for City vehicles RL22-178: Amend the 2022 DPW budget RL22-182: Amend the 2022 Refuse budget	1-4	Dan Maerkl
6:05pm	PW/Parks	Scanlon	RL22-181: Amend the 2022 Fee schedule for carousel maintenance *RL22-183: Enter into an agreement with Broome/Tioga BOCES NY Summer Employment Program	5-14	Pat McGinnis
6:10pm	Planning	Scanlon	*RL22-179: Amend the agreement with the First Ward Action Council to extend the contract and add additional funding	15-20	Steve Carson
6:15pm	Planning	Scanlon	RL22-173: Authorize the City as “lead agency” for the Binghamton Flood Levee Project	21-29	Ron Lake
6:20pm	Finance	Scaringi	RL22-177: Enter into an agreement with Atlantic Testing Laboratories	30-38	Ron Lake
6:25pm	Finance	Scaringi	*RL22-180: Enter into an agreement with CARES for the backpack and school supply program	39	Megan Heiman
6:30pm	Finance	Scaringi	RL22-174: Amend the 2022 General fund budget for maintenance at the Binghamton Cogeneration Plant	40	Chuck Shager/Sarah Glose
6:35pm	Finance	Scaringi	RL22-175: Amend the 2022 Insurance fund budget for additional demolition expenses at 159 Conklin Ave	41-42	Chuck Shager
6:40pm	-----	-----	Pending Legislation: <i>*Found on the website calendar with the prior Work Session documents.</i> RL22-166: Amend the 2022 BJCSB budget for CN Event Equipment and Capital Outlay RL22-168: Enter into an agreement with Upper Susquehanna Coalition for wetland improvements at Sandy Beach Park RL22-169: Amend the 2022 budget for use of ARPA funds to support fire station facility rehabilitations	---	Leighton Rogers



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Phil Strawn, City Council President

Leighton Rogers, City Clerk

			RL22-171: Enter into an agreement with the Greater Binghamton Chamber of Commerce to support marketing, arts, and tourism RL22-172: Enter into an agreement with the ACA for HVAC improvements		
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COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



EXPEDITE

Legislative Branch

RL Number:
22-176
Date Submitted:
6/28/22

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: Dan Maerkl

Title/Department: DPW / COMMISSIONER

Contact Information: 607 - 772 - 7021

RL Information

Proposed Title: _____

Resolution to amend multiple budget lines to cover the cost of gas and diesel fuel to city vehicles

Suggested Content: See attachment

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"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 6/28/2022

I respectfully request the below described transfer of funds due to the following reasons:
increase cost of gas and diesel fuel

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A1990.55010 Cont. Fuel Gas/Diesel	A1640.54112 Fuel Gas/Diesel	20,000
A1990.55000 Contingency	A1640.54112 Fuel Gas/Diesel	10000
A9730.5000 B&A Principal	A1640.54112 Fuel Gas/Diesel	25,000

EXP {

20,000 } *17,700*
10,000 } *8,55,000*

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: _____

OFFICE USE ONLY

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

Signature: _____

Date: 6/28/2022

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

Signature: _____

Date: _____

Transfer of funds **APPROVED** / **DENIED** on _____ . Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

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

Signature: _____

Date: _____



Legislative Branch

RL Number:
22-178
Date Submitted:
6/29/22

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: Dan Maerkl

Title/Department: Commissioner, Department of Public Works

Contact Information: demaerkl@cityofbinghamton.com; 607-772-7021

RL Information

Proposed Title: An ordinance to amend the 2022 Department of Public Works Budget

Suggested Content: Decrease A5110.54130 Construction Materials by \$10,000 and increase A1650.54102 General Operating Supplies by \$10,000.

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): _____

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:
22-182
Date Submitted:
6/29/22

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: Dan Maerkl

Title/Department: Commissioner, Department of Public Works

Contact Information: demaerkl@cityofbinghamton.com; 607-772-7021

RL Information

Proposed Title: An ordinance to amend the 2022 Refuse Budget

Suggested Content: Decrease CL8160.51000 Personal Services by \$40,000 (Street Maintainers & TSO) and increase CL8160.51900 Overtime by \$20,000 and CL8160.54450 Vehicle Repair by \$20,000

22,068

(17932)

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"/>



Legislative Branch

RL Number:
22-181

Date Submitted:
6/29/22

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: Pat McGinnis

Title/Department: Commissioner of Parks & Recreation

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

RL Information

Proposed Title: An ordinance to amend the 2022 fee schedule for Carousel maintenance donations.

Suggested Content: TBD by Corp Council

DEPOSIT TO TC. 688.1007

MAKE AVAILIABLE TO PARKS IN H7180.525282

Additional Information

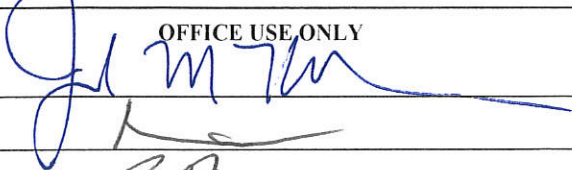


Does this RL concern grant funding? Yes No 088-066

If 'Yes', is the required RL Grant Worksheet attached? Yes No 089-141

Is additional information related to the RL attached? Yes No 002-080

Is RL related to previously adopted legislation? Yes No R19-19

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R22-35

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"/>

The Binghamton Carousels

Every City has a special place set aside solely for the purpose of dreaming - a place where children go to dream of things yet to be - a place where adults go to dream of endless possibilities. Such a place is the City of Binghamton's Carousels.

Given to the City of Binghamton by in 1919 and 1925 by renown industrialist George F. Johnson, the rides are to be forever free to the public.



These magnificent carousels have been operating for more than 95 years at no charge to the riders. Even more remarkably, of the 6,000 carousels operating in 1930, the Binghamton Carousels are two of only 210 wood carved carousels left in the United States and Canada.

The Binghamton Carousels are a priceless living museum that affords enthusiasts, of all ages, the opportunity to experience the joy and magic of America's past.

Help keep this precious part of our past as a vital

Carousel Restoration Pledge

I would like to join in the Restoration and Upkeep of Binghamton's Carousel's

Here is my contribution for the restoration and upkeep of : Ross Park _____ Recreation Park _____

One Outer Row Carousel Horse \$5,000 _____ One Inner Row Carousel Horse \$4,000 _____

One Carousel Chariot \$7,500 _____ One Shield or Scenic Panel \$2,500 _____ One Carousel Bench \$3,500 _____

Carousel Pavilion Sponsorship \$50,000 _____

Donations above will come with a plaque placed on/next to the donated item.

I would like to be part of the restoration effort use my contribution where it can be most helpful \$ _____

Name: _____ Phone: _____

Please Make Checks Payable to: City of Binghamton

38 Hawley Street

C/O Carousel Restoration Fund

Binghamton, NY, 13901

6



*** PLEASE EXPEDITE *
* AGREEMENT RECEIVED LATE ***

Legislative Branch

RL Number:
22-183
Date Submitted:
6/29/22

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: Pat McGinnis
Title/Department: Parks & Recreation Commissioner
Contact Information: 607-772-7017

RL Information

Proposed Title: A resolution authorizing the Mayor to enter into an agreement with
Broome/Tioga BOCES NY Summer Youth Employment Program for 3 workers for the City of
Binghamton Summer Fun Program
Suggested Content: TBD by Corp Council. This is at no 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): R20-59

	OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>					
Comptroller:	<u>[Signature]</u>					
Corporation Counsel:	<u>[Signature]</u>					
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"/>	

**Broome/Tioga BOCES NY
Non-Financial Worksite Agreement
Summer Youth Employment Program**

SYEP Sub grantee:

SYEP Worksite: _____

Number of Participants requested: _____

Start Time: _____

***Number of Supervisors: _____

This non-financial agreement is entered into by the SYEP sub-grantee: _____
Address : _____ The worksite agrees to implement
Summer Youth Employment program in accordance with the provisions of this
agreement. This non-financial agreement consists of this sheet and such general and
special assurances as are included herein. The dates of this non-financial agreement will
be from 7/6/22 to 8/11/22.

Contacts for Sub grantee

BOCES SYEP Administrator

Name: Rod Wankel
Phone: (607) 763-3229 W
(607) 205-2355 C

BOCES SYEP Coordinator

Name: Tish Butler
Phone: (607) 763-3475 W
(607) 316-1631 C

Insurance (Workman's Compensation) In the event an accident does happen on the job, the participant is covered by Workman's Compensation Insurance which includes the cost of emergency medical treatment. Contact the youth's parent or guardian and take the youth to his doctor, hospital or clinic as soon as possible. Immediately contact the SYEP Administrator. If you cannot reach the BOCES SYEP Administrator, call Tish Butler at (607) 763-3475 W or (607) 316-1631 C for further instructions.

Please write down details of how the accident occurred, when and where the accident happened, and the names of the witnesses.

Assurances:

1. The worksite will provide adequate supervision of each participant. In no case will that ratio be greater than twelve (12) participants to one (1) supervisor.
2. The worksite will provide adequate accountability for all participants' time and attendance.
3. The worksite will comply with all SYEP regulations.
4. The worksite will assure that sufficient work is available to occupy all participants during the working hours and that alternate arrangements will be made at outdoor sites for sufficient work during inclement weather.
5. The worksite will assure that all direct supervisors will be oriented as to their duties and responsibilities to the program and that a substitute supervisor, having received the orientation, will be available for the times the regular supervisor is absent.
6. The worksite will assure that the participant will not be paid for unexcused absences, hours not worked, or recreational activities.
7. The worksite will assure a safe and healthy working environment. Specifically, no youth under 18 years of age shall be employed in any occupation which the Secretary of Labor has found, pursuant to her authority under the Fair Labor Standards Act, to be particularly hazardous for persons between 16 and 18 years of age; and participants who are 14 and 15 years of age shall participate only in accordance with limitations imposed by the Fair Labor Standards Act.
8. The worksite will assure compliance with the Child Labor Laws of the State of New York
9. The worksite assures that sufficient equipment and/or materials are available to carry out work assignments.
10. Youths working six (6) hours or more in any workday must have, at minimum, a half hour unpaid break in the middle of the work day.
11. Participants will normally work 6 and ½ hours per day, four days per week, Monday through Thursday including a half hour duty free lunch.

Approval:

***By _____

BY _____

Broome /Tioga BOCES

****Supervisor's Contact Information**

Name _____

Name _____

Title _____

Title _____

Phone _____

Phone _____

Worksite _____

Worksite _____

Name _____

Name _____

Title _____

Title _____

Phone _____

Phone _____

Worksite _____

Worksite _____

Name _____

Name _____

Title _____

Title _____

Phone _____

Phone _____

Worksite _____

Worksite _____

Name _____

Name _____

Title _____

Title _____

Phone _____

Phone _____

Worksite _____

Worksite _____

Alternate Supervisors

Name _____

Name _____

Title _____

Title _____

Phone _____

Phone _____

Worksite _____

Worksite _____

Purpose of the Summer Youth Employment Program (SYEP)

The Summer Youth Employment program shall provide eligible youth with useful work or on-the-job-training to assist these youth to develop their maximum occupational and educational potential. The program is intended to address the diverse individual needs of participants as follows:

- Provide eligible youth with exposure to world of work;
- Opportunities to explore vocational interests
- Vocational Counseling and occupational information;
- Structured and well supervised work;
- Enhance basic education;
- Encourage school completion;
- Services to induce and aid dropouts to return to school

Activities and Services

The primary activity of the Summer Youth Employment Program is to provide paid, meaningful work experience, related training and career exploration. The worksite provides the work experience, training and supervision. The SYEP Sub grantee provides coordination and counseling of the participant to assist the partnership in providing career objectives to participants. Worksite supervision, provided by your staff supervisors, is unpaid, voluntary and extremely important to the development of the youth assigned to your site. It is greatly appreciated and will help define the success of the SYEP program, as well as the quality of the work done at your worksite.

The worksite will provide access to all SYEP participants during normal work hours to the assigned Mentor.

Supervisor Responsibilities

1. The supervisors shall report any discipline problems and grievances to the assigned SYEP mentor immediately. If there is an issue early on in the program, please do not hesitate to report this, as there may be a solution to the situation, as opposed to terminating the participant.
2. Outline the participant's job duties and responsibilities
3. Instruct the participant in the duties and performance of his/her job
4. Provide continual supervision by checking the participant's progress at various hours of the day.
5. Ensure that the participant does not exceed the authorized working hours.
6. Objectively evaluate the participant in terms of criteria provided on the time sheet.
7. Ensure that the working conditions are safe and that the participant works in a safe manner.

8. Youth performing grounds work, maintenance, painting, etc., must be closely supervised either individually or in groups not to exceed six participants per supervisor.
9. Youth must not be assigned to work with heavy equipment, power-driven sheering or cutting equipment, or hazardous equipment or machinery.
10. The supervisor must take the initiative in preventing accidents which might otherwise occur because of carelessness or laxity on the part of the participant.

Child Labor Laws

Below is a listing of Child Labor Laws that frequently affect the SYEP participants. Please review these and how they may relate to your worksites.

Participants under Age 21 may not work:

- In construction work as operators of certain types of cranes unless as an apprentice under the direct supervision of a trained crane operator
- Operation of explosive power tools

Participants under age 16 may not be employed or assist in:

- Any occupation at construction work, including wrecking, demolition or excavating operations and the painting or exterior cleaning of a building from an elevated surface
- Any occupation involved in the operation of power-driven wood working, metal forming, metal punching, metal shearing, or paper cutting machines.
- Any occupation involved in the operation of circular saws, band saws or guillotine shears.
- Any occupation involved in the operation of power-driven hoisting apparatus.
- Any occupation involved with exposure to radioactive substances, exposure to silica or other harmful dust.
- Logging occupations or in the operation of any sawmill, lath mill, shingle mill or stock mill.
- Any occupation in or connection to a mine or quarry
- As a helper on a motor vehicle
- Adjusting belts on machinery or cleaning or wiping machinery
- Preparing any composition in which dangerous or poisonous acids are used
- Operating steam boilers subject to Section 204 of the Labor Law



Legislative Branch

RL Number:
20-139
Date Submitted:
7/13/2020

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: Parks & Recreation
Contact Information: (607) 772-7017

RL Information

Proposed Title: A Resolution authorizing the acceptance of donation of in-kind services from the BOCES Summer Youth Employment Program for improvements at City parks.

Suggested Content: _____

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"/>

Dozens benefit from summer youth employment

About 225 students were "hired" under this year's Summer Youth Employment program (SYEP), working at an array jobs with nearly 30 different local schools, agencies and businesses.

Funded through the state Office of Temporary and Disability Assistance, SYEP provides youth between the ages of 14 and 20 with paid summer employment for up to six weeks in July and August. Jobs this year include work at the Broome County Parks Department, Broome County Urban League, Opportunities for Broome, Boys & Girls Club of Binghamton, Camp Sertoma and many others.

In addition to receiving a paycheck, participants get training at BOCES in the various soft skills associated with seeking and maintaining employment, including interviewing techniques, resume building and general workplace etiquette. Prospective applicants are first identified by the Department of Social Services and then undergo an application and interview process to gain acceptance.

"It is so exciting to provide the youth of Broome and Tioga Counties the opportunity to gain hands-on experience and learn marketable job skills while they earn money to further their education," said Laurie Hahl, a work experience coordinator for Broome-Tioga BOCES.

The program concluded with a community fair in BOCES' main gymnasium that featured representatives from approximately 25 local agencies and support groups who offered advice and information on a variety of topics, from healthy lifestyles to financial planning.

[View gallery](#)

Posted: Thursday, August 14, 2014

EXPEDITE



Legislative Branch

RL Number:
22-179
Date Submitted:
6/29/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Stephen Carson

Title/Department: HUD Manager

Contact Information: stcarson@cityofbinghamton.com

RL Information

Proposed Title: Authorize the Mayor to amend the agreement with First Ward Action Council

(FWAC) to extend the contract period and add additional funding

Suggested Content: Extend the contract for Senior Home Repairs from June 30, 2022 to August 31,

2022. Contract will also be increased from \$85,000 to \$127,402 using the following funding source

CD8668.533531.CDY47 (SENIOR REPAIR PROGRAM) for a total of \$42,402 increase

Additional Information

Does this RL concern grant funding? Yes No

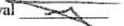
If 'Yes', is the required RL Grant Worksheet attached? Yes No

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): R22-31, R22-24

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
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"/>

Legal Counsel Approval 
RL 21-84

Introductory No. R21-31
Permanent No. R21-31



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

Date: April 21, 2021

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

Introduced by Committee: Planning

RESOLUTION

entitled

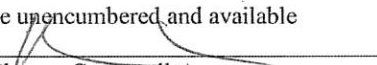
**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AGREEMENTS WITH
VARIOUS AGENCIES FOR THE USE OF FY46
CDBG FUNDS**

WHEREAS, the Manager, HUD Administration and Housing, recommends entering into agreements with various agencies to for the use of FY46 CDBG funds.

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 agreements, approved as to form and content by the Office of Corporation Counsel, with various agencies for the use of FY46 CDBG funds, in the amounts set forth in the attachment annexed hereto.

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



Chuck Shager, Comptroller

Introductory No. R21-31

Permanent No. R21-31

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

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AGREEMENTS WITH VARIOUS
AGENCIES FOR THE USE OF FY46 CDBG FUNDS

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

Date 4/21/2021

City Clerk Kenneth D. Minter

Date Presented to Mayor 4/22/2021

Date Approved 4/22/2021

Mayor William D. Brown

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

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 4/22/2021. Approved by the Mayor on 4/22/2021. William D. Brown

Agency	Program	Funding Line	Amount
Boys & Girls Club	Teen Center	CD7310.533516.CDY46 (YOUTH PROGRAMMING)	\$20,000
Boys & Girls Club	After Hours	CD7310.533516.CDY46 (YOUTH PROGRAMMING)	\$50,000
Metro Interfaith	Binghamton Homeownership Academy	CD8668.533530.CDY46 (BING HOMEOWNERSHIP ACADEMY)	\$16,000
First Ward Action Council	Senior Home Repair Program	CD8668.533531.CDY46 (SENIOR REPAIR PROGRAM)	\$85,000
Fairview Recovery Services	Opioid Addiction case Worker	CD8676.533555.CDY46 (OPIOID ADDICTION RECOVERY)	\$45,000
Mental Health Association of the Southern Tier	Mobile Crisis Service	CD8676.533559.CDY46 (MHA/ST MOBILE CRISIS SERVICES)	\$35,000
Fairview Recovery Services	HMIS User Fee	CG6142.533550.CDY46 (ESG-PROGRAM FUNDS)	\$1,720

Legal Counsel Approval BMA
RL 22-62

Introductory No. R22-24
Permanent No. 22-24



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

Date: March 9, 2022

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

Introduced by Committee: Planning

RESOLUTION

entitled
A RESOLUTION TO EXTEND THE END DATE
IN THE AGREEMENT WITH FIRST WARD
ACTION COUNCIL TO USE FY46 CDBG FUNDS
TO JUNE 30, 2022

WHEREAS, pursuant to Permanent Resolution 21-31, dated April 21, 2021, City Council authorized the Mayor to enter into agreements with various agencies for use of FY46 CDBG funds; and

WHEREAS, the end date in the agreement with the First Ward Action Council for use of FY46 CDBG funds was December 31, 2021; and

WHEREAS, the City of Binghamton wishes to extend the end date in the agreement with the First Ward Action Council for use of FY46 CDBG funds to June 30, 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 extend the end date in the agreement with the First Ward Action Council for use of FY46 CDBG funds to June 30, 2022.

Introductory No. R22-24

Permanent No. R-22-24

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

A RESOLUTION TO EXTEND THE END DATE IN
THE AGREEMENT WITH FIRST WARD ACTION
COUNCIL TO USE FY46 CDBG FUNDS TO JUNE
30, 2022

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

Date 3/9/22
City Clerk Stephanie E. Jensen

Date Presented to Mayor 3/10/22

Date Approved 3/10/22
Mayor [Signature]

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

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 3/9/22. Approved by the Mayor on 3/10/22. [Signature]



Legislative Branch

RL Number: 22-173
Date Submitted: 6/22/22

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: Ronald B. Lake, P.E.

Title/Department: City Engineer, Engineering Department

Contact Information: Rblake@cityofbinghamton.com/607-772-7007

RL Information

Proposed Title: Authorize The City of Binghamton City Council to assume the role as "Lead Agency" for the purpose of conducting a SEQRA assessment of the Binghamton Flood Levee Project

Suggested Content: Part 1 of a Short Environmental Assessment Form(SEAF) has been completed, reviewed by the City of Binghamton City Council, and will be circulated to all involved agencies for the purpose of establishing The City of Binghamton City Council as "Lead Agency" in accordance with 6NYCRR Part 617.6(b)

Additional Information

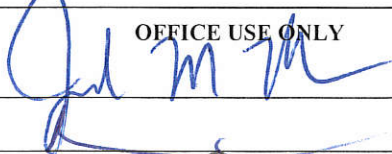

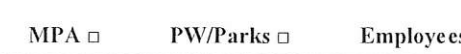
Does this RL concern grant funding? Yes No

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></u>
Comptroller:	<u></u>
Corporation Counsel:	<u></u>
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"/>

RESOLUTION NO. _____

Proposed Action: CITY OF BINGHAMTON FLOOD CONTROL PROJECT

**RESOLUTION DECLARING THE INTENT OF THE CITY OF BINGHAMTON
TO ACT AS LEAD AGENCY**

WHEREAS, the City of Binghamton (City) is proposing the Binghamton Flood Control Project (the "Project"), located at multiple locations within the City of Binghamton, Broome County, New York; and

WHEREAS, the Project is assumed to be an "Unlisted Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.2; and

WHEREAS, it is the intent of the City of Binghamton City Council to assume the role of "Lead Agency" for purposes of conducting a SEQRA assessment of the Project; and

WHEREAS, Part I of a Short Environmental Assessment Form (SEAF) has been completed, reviewed by the City of Binghamton City Council, and will be circulated to all Involved Agencies for purposes of establishing the City of Binghamton City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6(b).

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED, that the City of Binghamton Mayor hereby is authorized to sign Part I of the SEAF (page 3); and it is further

RESOLVED AND DETERMINED, that Part I of the SEAF will be sent to "Involved Agencies" under cover of a "Notice of Intent to Establish Lead Agency" letter for purposes of establishing Lead Agency status under the SEQRA; and it is further

RESOLVED, that the City of Binghamton City Clerk and City Council, together with the City of Binghamton Attorney and Barton & Loguidice, D.P.C., are hereby authorized to take all actions, serve all notices, and complete all documents required to give full force and effect to this determination.

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

- Council Member Scaringi _____
- Council Member Resciniti _____
- Council Member Riley _____
- Council Member Friedman _____
- Council Member Burns _____
- Council Member Strawn _____

Council Member Scanlon _____

The foregoing resolution was thereupon declared duly adopted.

Dated: _____

I hereby certify that this resolution was adopted on _____ and is recorded in the Meeting Minutes of the City of Binghamton City Council.

City Clerk

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: City of Binghamton Flood Control Project				
Project Location (describe, and attach a location map): City of Binghamton, Broome County, NY				
Brief Description of Proposed Action: The City of Binghamton owns flood control infrastructure associated with the levee system within the City. Deficiencies have been identified throughout the system based on the 2018 and 2019 US Army Corps of Engineers (USACE) and New York State Department of Environmental Conservation (NYSDEC) annual inspections. The purpose of this project is to address deficiencies listed in the NYSDEC April 10, 2019 letter of recommendation for specific maintenance/rehabilitation actions that fall under the City's ownership/maintenance jurisdiction. There are 16 sites that are included in this work. All sites are within the City of Binghamton. Maintenance and rehabilitation actions include: relining of pipes of various sizes and materials to address longitudinal cracking, joint separation and exposed rebar; excavation and rip-rap installation to address erosion at the Trout Brook Pump Station; leak testing to verify seal from within 30" of waterline leak; and replacement of detached slide gates and deteriorated flap gates. The project locations are shown on Figure 1, attached. Some of the repair work constitutes Operation and Maintenance Level Repairs and some will be permitted as Modification Level Repairs.				
Name of Applicant or Sponsor: City of Binghamton, Ronald Lake- City Engineer		Telephone: (607) 772-7007 E-Mail: rblake@cityofbinghamton.com		
Address: 38 Hawley Street				
City/PO: Binghamton		State: NY	Zip Code: 13901	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC- Article 16 Permit, Article 15 Permit; USACE- Section 401 Permit, Section 404 NWP, Section 408 review			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 1.352 acres		
b. Total acreage to be physically disturbed?		_____ 0.025 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 3+ (varies) acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:				
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland				

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	N/A <input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	N/A <input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Urban Renewal Project I Historic District, 2 Court Street (Eligible), 375 State Street (Listed)	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ The project will occur along the Chenango River and Susquehanna River. Approximately 1089 sq ft of impacts will occur along the bed and banks of the Chenango and Susquehanna Rivers (cumulative impact). A Joint Application for Permit will be submitted to the USACE and NYSDEC.			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? <small>Federally database: Northern long-eared bat, monarch butterfly State database: Brook floater, peregrine falcon, bald eagle, hellbender, and yellow lampmussel</small>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <small>Installation of a concrete pad at Point #0013 will result in a slight increase in impervious surface (<0.01 acres). Additionally, there will be minor ground disturbances during construction. Outfalls will be modified as part of the project; however, stormwater will continue to be discharged to the Susquehanna and Chenango Rivers, as currently occurs.</small>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <small>One remedial site the Anitec Image Corporation State Superfund Program (Site Code 704022) is located along the Chenango River at two of the project sites (DS 93 and Point #0013). Remediation at this site is listed as completed. Two additional remediation sites are located in the vicinity of the project sites Site Code: V00072, listed as completed is located at 20-24 South Washington Street (DS 41A, Point #0079), and Site Code: 704031, listed as active and is located at 8 Jackson Street (DS 30).</small>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Jared Kraham</u> Date: _____ Signature: _____ Title: <u>City of Binghamton Mayor</u>		



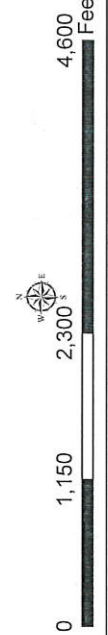
Legend

- ★ USACE/NYSDEC Identified Sites
- Roadway

Figure 1
Project No. 1925.010

Binghamton Flood Control Phase III
Broome County New York

City of Binghamton
May, 2022



27

City of Binghamton
City of Binghamton Flood Control Project (Phase III)
List of Interested and Involved Agencies

Involved Agencies

New York State Department of Environmental Conservation
Regional Permit Administrator – Region 7
Elizabeth Tracy
615 Erie Boulevard West
Syracuse, NY 13204-2400
elizabeth.tracy@dec.ny.gov

New York State Department of Environmental Conservation
Regional Floodplain Management Coordinator – Region 7
Ben Girtain Plowe
1679 NY Route 11
Kirkwood, NY 13795
benjamin.girtainplowe@dec.ny.gov

City of Binghamton Water and Sewer Services
Jeffrey Kruger
25 Broome Street
Binghamton, NY 13903
jakruger@cityofbinghamton.com

Interested Agencies

NYS Office of Parks, Recreation and Historic Preservation
State Historic Preservation Office
Nancy Herter
PO Box 189
Waterford, NY 12188
Nancy.Herter@parks.ny.gov

Broome County Emergency Services
Patrick E. Dewing
153 Lt. Van Winkle Drive
Binghamton, New York 13905-1559
EOC@co.broome.ny.us

Other Entities Provided Copies of SEQRA Correspondence

US Army Corps of Engineers Buffalo District
Robert W. Remmers
1776 Niagara Street
Buffalo, NY 14207-3199

robert.w.remmers@usace.army.mil



Legislative Branch

RL Number:
22-177
Date Submitted:
6/29/22

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: Ronald B. Lake, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

RL Information

Proposed Title: Resolution Authorizing the Mayor to enter into the 2022 Materials Testing Term Agreement with Atlantic Testing Laboratories (ATL).

Suggested Content: Resolution Authorizing the Mayor to enter into the 2022 Materials Testing Term Agreement with ATL. The total annual cost not to exceed \$50,000.00. The 2022 Materials Testing Term Agreement is available to other City of Binghamton departments with their own budget lines. This term agreement will be in effect for one year with an option to renew for two additional years.

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"/>



ATLANTIC TESTING LABORATORIES

WBE certified company

June 15, 2022

Binghamton
126 Park Avenue, Suite 1B
Binghamton, NY 13903
607-773-1812 (T)
atlantictesting.com

City of Binghamton
38 Hawley Street
Binghamton, New York 13901

Telephone: 607-772-7007
Email: faincitti@cityofbinghamton.com

Attn: Franco A. Incitti

Re: Construction Materials Engineering and Testing Services
2022 Term Agreement Materials Testing Services
Binghamton, New York
ATL No. ET998-1274-06-22

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ◆ Scope of Services
- ◆ Fee Schedule
- ◆ AGREEMENT for Construction Materials Engineering and Testing Services
- ◆ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return one original signed AGREEMENTs with attachments to:


**Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617**

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited


William J. Bell
Assistant Vice President
WJB/lmf
Enclosures

SCOPE OF SERVICES

City of Binghamton, 2022 Term Agreement, New York

Based on information provided to ATL by representatives of City of Binghamton, it is our understanding that the contract consists of various services on various projects throughout the City of Binghamton.

The following Scope of Services for providing Construction Materials Engineering and Testing services is based on correspondence with City of Binghamton representatives and the anticipated services required.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a **Technician** to perform the following field testing of fill materials:

- ◆ ASTM D 75: Practice for Sampling Aggregates
- ◆ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ◆ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ◆ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

2. Concrete:

Provide a **Senior Technician** to perform the following quality assurance sampling and testing of Portland Cement Concrete (PCC) materials at the production facility, in general accordance with New York State Department of Transportation Materials Method 9.1:

- ◆ AASHTO T-2/ASTM D 75: Sampling Aggregates
- ◆ AASHTO T-248: Reducing Field Samples of Aggregates from Testing Size
- ◆ AASHTO T-27: Sieve Analysis of Fine and Coarse Aggregates
- ◆ Perform aggregate visual Identification
- ◆ Verify the use of approved materials from approved mix designs
- ◆ Verify batch quantities are within the required tolerances

Provide a **Technician** to perform the following field tests of freshly mixed concrete:

- ◆ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ◆ ASTM C 143: Slump of Hydraulic Cement Concrete
- ◆ ASTM C 172: Sampling Freshly Mixed Concrete
- ◆ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ◆ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ◆ Report quantity of fresh concrete tested and test results

Provide a **Senior Technician** to perform the above testing and verify the following items prior to concrete placement:

- ◆ Bar grade
- ◆ Bar size
- ◆ Visual conformity of bar with acceptable quality standards
- ◆ Bar location

- ◆ Bar alignment
- ◆ Bar laps or splicing
- ◆ Bars are adequately tied or welded in accordance with AWS D1.4
- ◆ Contaminant removal from bar
- ◆ Adequate bar chairs or supports are utilized
- ◆ Formwork

3. Hot Mix Asphalt:

Provide a **Technician** to perform the following field testing on hot mix asphalt materials:

- ◆ ASTM D 979: Sampling Bituminous Paving Mixtures
- ◆ ASTM D 2950: Density of Bituminous Concrete in Place by Nuclear Methods; or
ASTM D 7113: Density of Bituminous Paving Mixtures in Place by the
Electromagnetic Surface Contact Methods

B. Laboratory Services:

1. Soil:

- ◆ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ◆ ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ◆ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ◆ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ◆ ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ◆ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a **Project Manager** to perform the following:
 - ◆ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit.
 - ◆ Review test data generated by ATL.
 - ◆ Attend project meetings as directed by CLIENT.
 - ◆ Prepare and distribute reports. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, approved material submittals, approved shop drawings and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

The Scope of Services outlined above does not meet the requirements for Special Inspection contained in the Building Code applicable to the project. A Scope of Services to meet these requirements can be provided upon request.

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing, and hold cylinders upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Hot Mix Asphalt Technician		\$550.00 / Day	
Project Manager		\$105.00 / Hour	
Senior Technician - Concrete		\$550.00 / Day	
Senior Technician - Concrete		\$350.00 / Half Day	
Technician - Soil and Concrete		\$460.00 / Day	
Technician - Soil and Concrete		\$290.00 / Half Day	
Laboratory Testing			
Concrete and Aggregate - ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)		\$16.00 / Cylinder	
Concrete and Aggregate - ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing		\$35.00 / Test	
Concrete and Aggregate - ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates		\$60.00 / Test	
Soil - ASTM D 1557: Laboratory Compaction Modified Effort		\$160.00 / Test	
Soil - ASTM D 698: Laboratory Compaction Standard Effort		\$135.00 / Test	
Soil - ASTM D 422: Particle-Size Analysis without Hydrometer		\$80.00 / Test	
Miscellaneous			
Density Meter (Day)		\$86.00 / Day	
Sample Pickup - When no other services are performed		\$45.00 / Trip	
Travel - Includes Labor and Mileage		\$1.50 / Mile	

NOTES TO THE FEE SCHEDULE

The unit fees are valid through June 30, 2023. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

City of Binghamton
38 Hawley Street
Binghamton, New York 13901

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

2022 Term Agreement Materials Testing Services
Binghamton, Broome County, New York

B. **SERVICES:** ATL will provide Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.

C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.

D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.

E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.

F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

City of Binghamton

Signature

Marijean B. Remington, CEO

Printed Name and Title

Signature

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

* Please expedite



Legislative Branch

RL Number:
22-180
Date Submitted:
6/29/22

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: Megan J. Heiman
Title/Department: Office of the Mayor
Contact Information: 607-772-7001

RL Information

Proposed Title: A resolution authorizing the Mayor to enter into an agreement with CARES for use of CVY45 and CDY47 funding not to exceed \$13,160 in total for the backpack and school supply program

Suggested Content: Budget lines:
EDW-PROGRAM-NONPROFIT ASST - CD8760.535006.CVY45 (\$10,920)
HUMAN SERVICES - CD8676.533515.CDY47 (\$2,240)

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"/>



Legislative Branch

RL Number:
22-174
Date Submitted:
6/22/22

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: CHUCK SHAGER | SARAH GLOSE
Title/Department: COMPTROLLER/FINANCE
Contact Information: 607-772-7011

RL Information

Proposed Title: An ordinance to amend the 2022 General Fund budget to create a budget line and fund budget line to pay for maintenance at the Binghamton Cogeneration Plant

Suggested Content: ordinance to create budget line A8410.54680 Maintenance and increase line A8410.54680 Maintenance by ²⁵⁰⁰~~\$2,500.00~~ and decrease A8410.54202 Electricity by ²⁵⁰⁰~~\$2,500.00~~

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:
22-175
Date Submitted:
6/22/22

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: CHUCK SHAGER
Title/Department: COMPTROLLER/FINANCE
Contact Information: 607-772-7011

RL Information

Proposed Title: An ordinance to amend the 2022 Insurance Fund budget to use Fund Balance for additional demolition expenses on 159 Conklin Ave.

Suggested Content: ordinance to increase M.49999 (FUND BALANCE FOR BUDGET) by \$ 2,628.50
Review
and increase M1910.54470 (DEMOLITION) by \$ 2,628.50
Expenses

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"/>



Keystone Environmental Services

A Division of Keystone Material Testing, LLC
58 Exchange Street Binghamton, NY 13901
Tel: (607) 723-5117 Fax: (607) 729-5154
www.kecompanies.com

Invoice

Invoice Date: Feb 24, 2022

Invoice Num: 0047.02822.1-01

Billing Through: Feb 24, 2022

Mr. Ron Lake, P.E., City Engineer
City of Binghamton
38 Hawley Street
Binghamton, NY 13901

Revised Invoice

***Work Requested by Jared Kraham**

2021 Environmental Service Term Agreement, Project Monitoring & Air Sampling, 159 Conklin Ave. in Binghamton, NY (0047.02822.1) - Managed by (Marble, Timothy)

Labor to review bid specification, meetings, budgets, submittals, perform project monitoring & air sampling, chain of custody preparation, lab analysis interpretation, and final report.

<u>Employee</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Lump Sum Report	1.00	\$424.00	\$424.00
Project Monitor/Air Sampling Technician – Full Days	4.00	\$378.00	\$1,512.00
Project Manager	5.75	\$90.00	\$517.50
Total Service Amount:			\$2,453.50

Reimbursable Expenses:

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
PCM Air Samples (24 Hour TAT)	21.00	\$5.75	\$120.75
PCM Air Samples (Immediate TAT)	7.00	\$7.75	\$54.25

Total Expenses: \$175.00

Amount Due This Invoice: \$2,628.50

This invoice is due upon receipt

Thank you for providing us the opportunity to be of service to you.

42