



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 Monday, August 1, 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	RL22-190: Amend O21-92 & O22-101 to purchase additional garbage and plow trucks	1-2	Dan Maerkl
6:05pm	Planning	Scanlon	RL22-191: Amend lease agreement with Metro Interfaith for fence at 22-24 New Street	3-18	Juliet Berling
6:10pm	Planning	Scanlon	RL22-192: Transfer \$15,000 CDBG funds to lead risk assessment	19-20	Steve Carson
6:15pm	Finance	Scaringi	RL22-193: BLDC approving a special project loan to KLAW industries \$100,000	21-25	Sarah Glose
6:20pm	MPA	Scaringi	RL22-194: Extension agreement with BCSD for SRO officers	26-40	Megan Heiman
6:25pm	Employees	Resciniti	RL22-195: Amending the Standard Workday for the Purchasing Agent RL22-196: Amend the Purchasing Agent salary for responsibility adjustment	41-42	Chuck Shager
6:30pm	MPA	Scaringi	RL22-197: Transfer former trust account balances to the custodial fund accounts per GASB pronouncement 84	43-46	Chuck Shager
6:35pm	Finance	Scaringi	RL22-198: Amend the 2022 Capital Budget for Sewer & Water Line Improvements (ARPA)	47-48	Chuck Shager
6:40pm	-----	-----	Discussion: Zoning Legislation (Cannabis, Student Housing)	---	Brian Seachrist
6:50pm	-----	-----	Pending Legislation: <i>*Found on the website calendar with the prior Work Session documents.</i> RL22-184: Authorizing the sale of 49 Lydia St RL22-188: Amend the 2022 Parks budget to use CDBG money to purchase and install an HVAC unit in the First Ward Senior Center Library RL22-186: Amend the 2020 Bond Ordinance for the Rec Park Tennis Courts RL22-187: Amend the 2022 Capital Fund for the Rec Park Tennis Courts RL22-189: Amend the 2022 General Fund to pay for demolition expenses	---	Leighton Rogers

COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:
22-190
Date Submitted:
7/25/22

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 Perm. Ord. 021-92 and Perm Ord. 022-101

Suggested Content: Amend Perm Ord 022-101 to purchase additional small truck with plow, and remove purchase of large dump truck with plow; decreasing budget line by \$103,140. Amend Perm Ord 021-92 to increase budget line for purchase of garbage trucks by \$53,655 and return unused funds to fund balance

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): 021-92 and 022-101

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"/>

From	Description	Amt	To	Description	Amt
decrease	H5197.525097 Dump Trucks	53,655	increase	H8160.55026 Garbage Trucks	53,655
decrease	H5197.525097 interfund	49,485	decrease	H.45031 interfund	49,485
decrease	A.49999 FB loss revenue	49,485	decrease	A9950.59000 interfund transfer	49,485
		<u>152,625</u>			<u>152,625</u>



Legislative Branch

RL Number:
22-191
Date Submitted:
7/25/22

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 PHCD

Contact Information: jumberling@cityofbinghamton.com

RL Information

Proposed Title: Authorization for the Mayor to amend a Lease Agreement with

Metro Interfaith to include partial sidewalk use for a garden fence at 22-24 New St.

Suggested Content: An ordinance authorizing the amendment of a lease agreement

with Metro Interfaith to extend the lease to cover partial use of the sidewalk in front of the garden of 6" for approximately 40 ft along the sidewalk at 22-24 New St.

Additional Information

Does this RL concern grant funding? Yes No

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

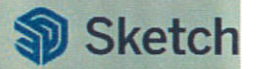
Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): 020-100; 019-110

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"/>

24 & 22 New Street Site Plan
New Street Community Garden





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

Date: December 9, 2020

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

Introduced by Committee: Finance

ORDINANCE

entitled
**AN ORDINANCE AUTHORIZING THE LEASE
OF 22 AND 24 NEW STREET TO METRO
INTERFAITH**

WHEREAS, the City of Binghamton is the owner of certain real property located at 22 New Street Binghamton, New York, Tax Parcel No. 160.65-3-20, (the "Premises") and 24 New Street Binghamton, New York, Tax Parcel No. 160.65-3-20; and

WHEREAS, the City received an Offer to Lease the Premises from Metro Interfaith (the "Applicant") for 10 years at a cost of \$1 per year to be used to support the establishment of a Volunteers Improving Neighborhood Environment, Inc. (VINES) community garden; and

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

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

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on December 9, 2020.

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

Section 1. That the Mayor of the City of Binghamton is hereby authorized to enter into a lease and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, with Metro Interfaith for 10 years at a cost of \$1 per year to be used to support the establishment of a VINES community garden.

Section 2. This transfer is subject to the following conditions: that the Premises must be used for a VINES community garden.

Section 3. That this Ordinance shall take effect immediately.

Introductory No. 020-101

Permanent No. 020-103

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

**AN ORDINANCE AUTHORIZING THE LEASE OF
22 AND 24 NEW STREET TO METRO
INTERFAITH**

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

Date 12/9/2020

City Clerk [Signature]

Date Presented to Mayor 12/10/2020

Date Approved 12/16/2020

Mayor [Signature]

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

Code of the City of Binghamton

Adopted Deleted

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 12/16/2020. Approved by the Mayor on 12/16/2020.

[Signature]

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of August 3, 2021, by and between CITY OF BINGHAMTON, having offices at City Hall, Government Plaza, Binghamton, New York 13901 ("City"), and METRO INTERFAITH, a not-for-profit corporation, whose address is 21 New Street, Binghamton, New York 13903 ("METRO").

WHEREAS, the City is the owner of certain real property located at 22 and 24 New Street (Tax ID 160.65-3-20; 160.65-3-20), and

WHEREAS, the City leased a portion of the Premises to METRO pursuant to a ten (10) year lease that will expire as of August 3, 2031, and

WHEREAS, City, by its Mayor and City Council, by Permanent Ordinance 020-100, have authorized this Lease Agreement, and

WHEREAS, METRO, by its Board of Directors, has authorized this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

FIRST: LEASE OF PREMISES and TERM

City leases to METRO and METRO leases from City for a term from the date hereof through August 3, 2031 (the "Term"), the Premises, which is vacant land.

SECOND: USE OF THE PREMISES

(a) METRO will use the Premises exclusively for an urban agriculture garden project to include use by residents of Lincoln Court co-located with METRO at 21 New Street 13903. METRO will not use the Premises for any other purpose without the written consent of City, which consent may be denied for any or no reason.

Volunteers Improving Neighborhood Environments (“VINES”) will maintain the Premises in reasonably good condition, normal wear and tear excepted. If METRO fails or refuses to maintain the Premises as provided herein, then City will give METRO written notice specifically identifying the unacceptable condition and require METRO to correct such unacceptable condition within a reasonable time as demanded in the notice. The failure or refusal to correct the unacceptable condition within the time set forth herein will allow the City to declare a default under this Lease Agreement.

METRO will indemnify and hold the City harmless against any and all liability, damages or expenses, and reasonable attorney’s fees, regarding its use of the Premises. METRO will provide and maintain public liability insurance coverage to protect the City and METRO against loss by reason of personal injury, death or property damage caused directly or indirectly by activities at the Premises. Such insurance shall name the City as an additional insured on a primary, non-contributory basis, and be approved as to form and sufficiency by the City Corporation Counsel’s Office.

THIRD: RENT, REAL PROPERTY TAXES and WATER

(a) For the Term, the annual rent is one (\$1.00) dollar. The rent must be paid on or before April 15 of each year. This rent is based on the presumption that METRO will use the Premises as set forth in Section Two above.

(b) Insofar as the Premises are owned by the City of Binghamton and METRO, as a not-for-profit corporation, has agreed to use the Premises for a public purpose, no real property taxes are expected to be due and owing. If METRO defaults under this Lease Agreement or if METRO otherwise takes any action to make the Premises taxable, then METRO will be responsible for such real property taxes and assessments. If the Premises becomes taxable for any other reason,

then METRO may cancel this Lease on five (5) days written notice and METRO will have no liability for such taxes.

(c) The City may install a water meter for the Premises and may bill METRO for water consumption. However, the City, at its option may provide water free of charge. If the City does provide water free of charge at any time, the City will not have any continuing obligation to do so.

FOURTH: DEFAULT and TERMINATION

(a) In the event of any default under the terms and conditions of this Lease Agreement, and after an opportunity to cure or correct the default as provided herein, City may terminate this Lease Agreement by giving METRO written notice and fifteen (15) business days to vacate the Premises. If METRO fails or refuses to vacate the Premises in a timely manner, then City may commence an action in Binghamton City Court to evict METRO from the Premises. In addition to any decision the Court may make regarding METRO's occupancy of the Premises, the Court may award City a money judgment for the fair market value of the Premises from the date of notice to vacate until the date METRO vacates the Premises, together with all costs and expenses of the action, including reasonable attorney's fees.

(b) METRO may terminate this lease agreement upon 30 days' notice to the City.

(c) Upon termination of this Lease Agreement, all permanent improvements to the Premises will become the property of City, free and clear of any charges or liens.

FIFTH: MISCELLANEOUS

(a) All notices required hereunder to be served by either of the parties hereto shall be in writing and shall be either personally delivered to or mailed by registered or certified mail to the parties at the above addresses. Any notice to the City will be sent to the attention of the Mayor and

Corporation Counsel, City Hall, 38 Hawley Street, Binghamton, New York 13901, and any notice to METRO will be sent to the attention of METRO, 21 New Street, Binghamton, New York 13903.

(b) Provided METRO is not in default of this Lease Agreement, beyond any applicable notice and cure period, METRO will have quiet enjoyment of the Premises.

(c) This Lease Agreement shall be binding upon the parties hereto, but shall not be assignable in whole or in part by METRO without prior consent of the City, which may be withheld for any or no reason.

IN WITNESS WHEREOF, all parties have caused this instrument to be executed by the City of Binghamton Mayor and the President of the Board of Directors of METRO and as such each has caused this instrument to be executed all as of the day and year first above written.

METRO INTERFAITH HOUSING MANAGEMENT

By: 

CITY OF BINGHAMTON

By: 

RICHARD C. DAVID, MAYOR

Legal Counsel Approval

RL 19-198

Introductory No. 019-110

Permanent No. 019-110



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

Date: October 23, 2019

Sponsored by Council Members: Matzo, Papastrat, Cronce, Scanlon, Taylor

Introduced by Committee: Planning

ORDINANCE

entitled

AN ORDINANCE AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
VOLUNTEERS IMPROVING NEIGHBORHOOD
ENVIRONMENTS, INC. (VINES) FOR AN
EASEMENT FOR FENCES ON THE SIDEWALK
ON CARROLL, TUDOR, AND VARICK
STREETS

WHEREAS, the City of Binghamton is owner of certain public sidewalks located on Carroll Street, Tudor Street, and Varick Street (the "Premises"); and

WHEREAS, the City of Binghamton wishes to grant a permanent easement to Volunteers Improving Neighborhood Environments, Inc. (VINES) for fences adjacent to various properties located on Carroll Street, Tudor Street, and Varick Street for the sole purpose of installing, inspecting, maintaining, repairing, reconstructing, replacing, or removal of a 5 foot high commercial grade black aluminum fences with wrought iron look and for no other purpose (the "Project"); and

WHEREAS, the Board of Estimate and Apportionment approved and recommended the easement on October 23, 2019.

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

Section 1. That the Mayor of the City of Binghamton, or his designee, is hereby authorized to grant an easement and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to VINES for fences adjacent to various properties located on Carroll Street, Tudor Street, and Varick Street, as annexed hereto as Exhibit "A".

Section 2. That this Ordinance shall take effect immediately.

Introductory No. 019-110

Permanent No. 019-110

Sponsored by City Council Members:
Matzo, Papastral, Cronce, Scanlon, Taylor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VOLUNTEERS IMPROVING NEIGHBORHOOD ENVIRONMENTS, INC. (VINES) FOR FENCES ON THE SIDEWALK ON CARROLL, TUDOR, AND VARICK STREETS

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

Date 10/23/19

City Clerk [Signature]

Date Presented to Mayor

Date Approved 10/23/19

Mayor [Signature]

	Ayes	Nays	Abstain	Absent
Councilman Scaringi	✓			✓
Councilman Livingston	✓			
Councilwoman Cronce	✓			
Councilman Taylor	✓			
Councilman Papastral	✓			
Councilman Matzo	✓			
Councilman Scanlon	✓			
Total	6	0	0	1

Code of the City of Binghamton

Adopted Defeated

6 Ayes 0 Nays 0 Abstain 1 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 10/23/19. Approved by the Mayor on 10/24/19.

[Signature]

FENCE EASEMENT AGREEMENT

This Fence Easement Agreement made this ___ day of October, 2019 by and between the CITY OF BINGHAMTON, a municipal corporation with offices at City Hall, 38 Hawley Street, Binghamton, New York 13901 (“Grantor”) and VOLUNTEERS IMPROVING NEIGHBORHOOD ENVIRONMENTS, INC., a not-for-profit corporation, whose address is P.O. Box 3104, Binghamton, New York 13902 (“Grantee”).

WITNESSETH:

WHEREAS, the Grantor is the reputed owner of certain public sidewalks located on Carol Street, Tudor, Street, and Varick Street, all in the City of Binghamton, New York; and

WHEREAS, the Grantee wishes to obtain an easement for installation and maintenance of fences on public sidewalks to secure adjacent real property leased by Grantee.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Grantor hereby grants to the Grantee a permanent easement along certain public sidewalks for a width of six (6) inches adjacent to the following locations: (i) the westerly lot line of 20, 24, and 30 Carol Street, Parcel Nos. 160.50-2-15, 160.50-2-16 and 160.50-2-17, respectively; (ii) the easterly lot line of 21, 23.5 and 25 Tudor Street, Parcel Nos. 160.50-2-10, 160.50-2-9, and 160.50-2-8, respectively; (iii) the westerly lot line of 14 Tudor Street, Parcel No. 160.50-2-31; and (iv) the easterly lot line of 7, 9, and 11, Varick Street, Parcels Nos. 160.50-2-29, 160.50-2-28, and 160.50-2-27, respectively; all as generally shown on the attached map (the “Easement Area”), for the sole purpose of installing, inspecting, maintaining, repairing, reconstructing, replacing, or removal of a 5 foot high commercial grade black aluminum fence with wrought iron look and for no other purpose (the “Project”).

2. The fence cannot be relocated without the Grantor's written permission. The fence will not interfere with pedestrian use of the sidewalks. The height and style of the fence cannot be changed without the Grantor's written permission.

3. The Grantee will install, repair, and maintain the fence at its sole cost and expense. The Grantee will maintain the fence in proper working order and condition at all times.

4. The Grantee agrees that after such installation, maintenance, repair, reconstruction, replacement or removal of the fence, the Grantee will repair or restore the sidewalk to the same condition as existed prior to the commencement of any such work.

5. The Grantee agrees to indemnify and hold the Grantor and its occupants, successors and assigns, heirs and representatives harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments resulting in personal injury, death, or property damage caused by the fence or Grantee's employees, servants, agents, invitees and contractors use of the Easement Area, except if caused by an act or negligence of the Grantor. The Grantee will provide the Grantor with general liability insurance in an amount of not less than \$1,000,000 per occurrence, naming the Grantor as an additional insured on a primary, non-contributory basis, together with required endorsements.

6. The Grantee agrees to pay, when due, all sums of money that may become due, for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for the Grantee, for the fence or pursuant to this Fence Easement Agreement except that the Grantee may, in good faith, contest any bills for such labor, services, materials, supplies or equipment. Notwithstanding the foregoing, the Grantee will not permit any mechanics or materialmen or other liens arising out of work performed by or on behalf of the Grantee, to stand against the Easement Area or any other portion of the Project. The Grantor agrees to provide the Grantee with written notice of any such lien within five (5) business days of the Grantor's receipt thereof. The Grantee agrees to immediately remove or bond any such

liens. The Grantee agrees to indemnify and hold harmless the Grantor from any liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments arising out of or in connection with any such liens. If the Grantee fails to remove or bond over such liens(s) within 60 days from receipt of notice of the lien, the Grantor shall have the right to discharge or bond such lien or pay into the County Clerk or the Broome County Supreme Court and the Grantee shall reimburse the Grantor for all costs and expenses including reasonable attorneys' fees to remove such lien.

7. In the event of a breach of this Fence Easement Agreement, including Grantee's failure to properly maintain the fence, by any party hereto or bound hereby, any of the other parties hereto, their respective successors and assigns and successors in title shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. In addition to whatever other relief may be granted by a court, the prevailing party will also be entitled to the costs and expenses of the action or proceeding, including reasonable attorneys' fees.

8. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantor: Executive Director
VINES
P.O. Box 3104
Binghamton, New York 13902

The City: City of Binghamton
Office of Corporation Counsel
Binghamton City Hall
38 Hawley Street
Binghamton, New York 13901

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America.

9. Miscellaneous:

A. This Fence Easement Agreement and the construction and enforceability hereof shall be interpreted under the laws of the State of New York. Venue for any action or proceeding will be in Broome County, New York.

B. If any provision of this Fence Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Fence Easement Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Fence Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; it shall not be deemed that any such invalid provision affects the consideration for this Fence Easement Agreement; and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

C. Nothing in this Fence Easement Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of the others.

D. This Fence Easement Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be modified or amended except by an instrument in writing executed by both of the parties hereto.

E. This Fence Easement Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns, and the grants, easements, agreements and covenants contained herein shall be appurtenant to the parcels benefitted by the same and shall

STATE OF NEW YORK)
) ss:
COUNTY OF BROOME)

On the ___ day of _____ in the year 2019, before me, the undersigned, personally appeared Amelia LoDolce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Legislative Branch

RL Number:
22-192
 Date Submitted:
7/22/22

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: Transfer \$15,000 CDBG Homeownership/Rehab funds to Lead Risk Assess.

Suggested Content: Transfer \$5000 from CD8668.533509.CDY45

and \$10,000 from CD8668.53350.CDY46 (HOMEOWNERSHIP/REHAB) to CD8668.533526.CDY47

(LEAD RISK ASSESSMENT)

Additional Information

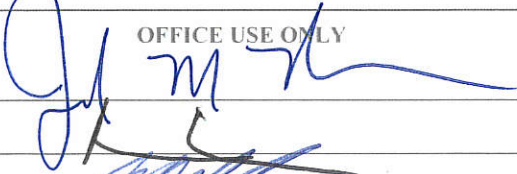


Does this RL concern grant funding? Yes No

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 checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Mayor Jared M. Kraham

Office of the Mayor

June 8, 2022

Ms. Carole Swiderski
Contract Management Specialist 2
New York State Office of Mental Health
Contracts and Claims
44 Holland Avenue, 7th Floor
Albany, NY 12229

Dear Ms. Swiderski,

I am writing this letter in support of The Addiction Center of Broome County's proposal for the Intensive Crisis Stabilization Center, which if funded will serve the Southern Tier's New York State Economic Development Region.

The Southern Tier is in dire need of the ICSC, due to increasing numbers of individuals experiencing mental health and substance use crisis resulting avoidable interaction with law enforcement and costly CPEP admissions. The Intensive Crisis Stabilization Center will provide urgent treatment to individuals experiencing an acute mental health and/or substance use crisis. ACBC's ICSC will offer rapid access to services for acute symptoms to assist in diversion from a higher level of care, including medication treatment for management of substance use and mental health symptoms, with an emphasis on peer and recovery support.

We urge you to fund the Addiction Center of Broome County's proposal so that this innovative Office of Mental Health and Office of Addiction Support Services approach can be piloted as soon as possible to assist our community.

Sincerely,



Jared M. Kraham
Mayor



Legislative Branch

RL Number:

22-193

Date Submitted:

7/27/22

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: Executive Director, Binghamton Local Development Corp.

Contact Information: 607-772-7161 saglose@cityofbinghamton.com

RL Information

Proposed Title: A resolution of the Binghamton Local Development Corporation approving a Revolving Loan not to exceed \$100,000 and a Special Projects (UDAG) Loan not to exceed \$150,000 to KLAW Industries, LLC for equipment and working capital.

Suggested Content: To be developed by Corporation Counsel

Please see attached Resolutions 22-13, 22-14

Additional Information

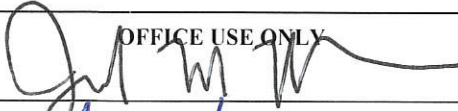


Does this RL concern grant funding? Yes No

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"/>

Binghamton Local Development Corporation

July 28, 2022

RESOLUTION 22-14: A RESOLUTION OF THE BINGHAMTON LOCAL DEVELOPMENT CORPORATION APPROVING A REVOLVING LOAN TO KLAW INDUSTRIES, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000), FROM THE REVOLVING LOAN FUND (RESTRICTED) ACCOUNT, FOR EQUIPMENT AND WORKING CAPITAL

WHEREAS, Jacob Kumpon and Jack Lamuraglia of KLAW Industries, LLC have submitted a Revolving Fund Loan Application to assist with the purchase of new equipment and working capital; and

WHEREAS, the loan application meets all eligibility requirements set forth by the BLDC Revolving Loan Program; and

WHEREAS, the BLDC Finance Committee has reviewed and recommended said application for approval; and

WHEREAS, the loan shall be funded from the Revolving Loan Fund; and

NOW, THEREFORE, the Board of Directors of the Binghamton Local Development Corporation duly convened at a regular meeting, does hereby:

RESOLVE that the Revolving loan to KLAW Industries, LLC be approved in an amount not to exceed One Hundred Thousand Dollars (\$100,000); and be it further:

RESOLVED, that terms of the loan, together with the loan collateral and contingencies, are listed in the narrative attached hereto and made a part hereof; and be it further

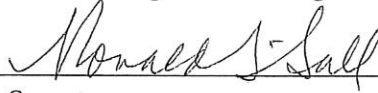
RESOLVED, that this loan is subject to approval by Binghamton City Council; and be it further

RESOLVED, that after approval from the Binghamton City Council the President of the

Binghamton Local Development Corporation

BLDC is hereby authorized and empowered to transmit a letter of commitment to the applicant and to complete the loan process.

I, Ron Sall, hereby certify the above resolution was approved by the Binghamton Local Development Corporation at its regular meeting held on July 28, 2022.



Ron Sall, Secretary

Binghamton Local Development Corporation

Binghamton Local Development Corporation

July 28, 2022

RESOLUTION 22-13: A RESOLUTION OF THE BINGHAMTON LOCAL DEVELOPMENT CORPORATION APPROVING A SPECIAL PROJECTS LOAN TO KLAU INDUSTRIES, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), FROM THE URBAN DEVELOPMENT ACTION GRANTS (UDAG) ACCOUNT, FOR EQUIPMENT AND WORKING CAPITAL

WHEREAS, Jacob Kumpon and Jack Lamuraglia of KLAU Industries, LLC have submitted a Special Projects Loan Application to assist with the purchase of new equipment and working capital; and

WHEREAS, the loan application meets all eligibility requirements set forth by the BLDC Special Projects Loan Program; and

WHEREAS, the BLDC Finance Committee has reviewed and recommended said application for approval; and

WHEREAS, the loan shall be funded from the Binghamton Urban Development Action Grants; and

NOW, THEREFORE, the Board of Directors of the Binghamton Local Development Corporation duly convened at a regular meeting, does hereby:

RESOLVE that the Special Projects (UDAG) loan to KLAU Industries, LLC be approved in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000); and be it further:

RESOLVED, that terms of the loan, together with the loan collateral and contingencies, are listed in the narrative attached hereto and made a part hereof; and be it further

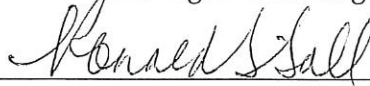
RESOLVED, that this loan is subject to approval by Binghamton City Council; and be it further

RESOLVED, that after approval from the Binghamton City Council the President of the

Binghamton Local Development Corporation

BLDC is hereby authorized and empowered to transmit a letter of commitment to the applicant and to complete the loan process.

I, Ron Sall, hereby certify the above resolution was approved by the Binghamton Local Development Corporation at its regular meeting held on July 28, 2022.



Ron Sall, Secretary
Binghamton Local Development Corporation



Legislative Branch

RL Number:
22-194
 Date Submitted:
7/27/22

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

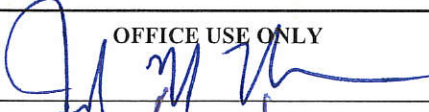
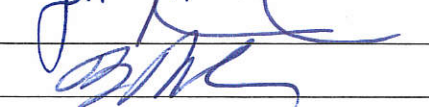
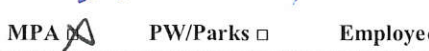
Proposed Title: A Resolution authorizing the Mayor to enter into an extension agreement with the Binghamton City School District for school resource officers at the high school and middle schools for 2022-23

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): R21-67

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

School Resource Officer Agreement

This agreement made this ____ day of _____, 2022, by and between the Binghamton City School District and the City of Binghamton as follows:

WITNESETH:

WHEREAS the City of Binghamton (City) agrees to provide the Binghamton City School District (District) with a School Resource Officers (SRO) to be located at the High School and the District agrees to pay the City for providing the SRO; and

WHEREAS the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the District;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Goals and Objectives - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the High School:

1. Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies;
2. Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at school;
3. Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;
4. Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
5. Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
6. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist school administrators in emergency

crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.

7. Build working relationships with the school's staff as well as with student and parent groups.
8. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
9. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. The SRO shall be encouraged to be an active member of the school community and participate in school events.

Employment and Assignment of School Resource Officer

1. The SRO shall be assigned by the City to the District to be utilized primarily at the High School reporting directly to the Principal with the Chief as the immediate supervisor.
2. The District agrees to pay to the City an amount equal to the salary of the SRO on a monthly basis, in the manner described herein.
3. The City agrees to issue the checks for the SRO's salary and the City agrees to pay for the SRO's employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
4. The District agrees that the SRO will be the officer, which is assigned to each school. The District agrees that if either SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 14.3. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline the SRO, or which gives the City the ability to dispute or deny the following: the performance of the SRO, alleged disabilities claim for workers' compensation, and claims for 207-c. The SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that the Officer who is assigned as SRO to the District will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
5. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City agrees to defend, hold harmless and indemnify the District from and against any and all claims, suits or causes of action arising out of SRO's employment by the City and the assignment of the Officer as the SRO at the District; this shall include but

not be limited to allegations of unfair or unlawful employment practices brought by the SRO; except where there is intentional misconduct or gross negligence on behalf of the District.

6. The SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the High Schools. The Chief of Police will make all decisions regarding the selection of the SRO. The Chief of Police may consult with the District prior to placement at the High School.
7. In the event the SRO is absent from work, the SRO shall notify both his supervisor in the City and the Principal of the Middle Schools to which the SRO is assigned.

Duty Hours

1. The maximum number of hours that a SRO shall be on duty in a work week shall be 40 hours. Specific SRO duty hours shall be set by mutual agreement between the District and the City.
2. The SRO shall be on duty at the school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.
3. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.
4. In the event of an emergency, the SRO is ordered by the City to leave the school duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
5. At the discretion of the District and the SRO, a SRO can also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.
6. Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:
7. Shall be a commissioned officer and should have four years of law enforcement experience;
8. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations.
9. Shall be capable of conducting criminal investigations.

10. Shall possess even temperament and set a good example for students; and
11. Shall possess communication skills, which would enable the officer to function effectively within the school environment.

Duties of School Resource Officer

1. To protect lives and property for the citizens and public-school students of the District;
2. The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
3. As may be requested by the District, the SRO shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
4. As may be requested by the District, the SRO shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
5. The SRO shall not act as a school disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/ or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with District administration/ staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of the Code of Conduct and expectations for behavior at each school. The SRO shall become familiar with district/school disciplinary codes and standards. The District will meet at least annually with the SRO for the purpose of reviewing applicable disciplinary standards.
6. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
7. To investigate criminal activity committed on or adjacent to school property.
8. To answer questions that students may have about New York State criminal or juvenile laws;
9. To assist other law enforcement officers with outside investigations concerning students attending the school(s);
10. Shall participate in SRO training

Chain of Command

1. As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.
2. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrests, when appropriate.

Training/Briefing

1. The SRO shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the police chief.
2. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law and in-service firearm training. The District also may provide training in Board of Education Policies, regulations and procedures.
3. The SRO shall participate in District training provided by the District as it relates to ensuring a physical and emotionally safe environment for learning.
4. Dress Code & Equipment - The SRO shall be required to wear a departmental issued uniform and carry departmental issued equipment including sidearm and radio. The SRO will not be provided a vehicle.
5. Investigation, Interrogation, Search and Arrest Procedures - school board policy and police department procedures shall apply.

Controlled Substances

1. School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

Riots and Civil Disorders

1. In the event a riot or civil disorder occurs the SRO shall act in accordance with the Binghamton Police Department Policies, Procedures and Manual.

2. To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
3. The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
4. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
5. The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.
6. The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

Access to Education Records

1. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").
2. Term of Agreement- The term of this Agreement is one year commencing on July 1, 2022, through June 30, 2023. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

Consideration

1. For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for the SRO salaries pursuant to the Collective Bargaining Agreement for Police Officers First Grade and positions in the amount of \$70,493 for the 2022-23 contract year. Such salaries shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.
2. The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office City of Binghamton
38 Hawley Street, 2nd Floor
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2022).

No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part.

Insurance and Indemnification

1. The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
2. The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence on behalf of the District.
3. The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
4. The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence on behalf of the SRO.

Evaluation - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning the SRO.

Date: _____

Date: _____

Jaren M. Kraham
City of Binghamton, Mayor

Dr. Tonia Thompson
Binghamton City School District
Superintendent of School

School Resource Officer Agreement

This agreement made this ____ day of _____, 2022, by and between the Binghamton City School District and the City of Binghamton as follows:

WITNESETH:

WHEREAS the City of Binghamton (City) agrees to provide the Binghamton City School District (District) with a School Resource Officers (SRO) to be located at the Middle Schools and the District agrees to pay the City for providing the SRO; and

WHEREAS the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the District;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Goals and Objectives - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the Middle Schools:

1. Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies;
2. Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at school;
3. Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;
4. Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
5. Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
6. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist school administrators in emergency

crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.

7. Build working relationships with the school's staff as well as with student and parent groups.
8. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
9. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. The SRO shall be encouraged to be an active member of the school community and participate in school events.

Employment and Assignment of School Resource Officer

1. The SRO shall be assigned by the City to the District to be utilized primarily at the Middle Schools, reporting directly to the Principal with the Chief as the immediate supervisor.
2. The District agrees to pay to the City an amount equal to the salary of two (2) SROs on a monthly basis, in the manner described herein.
3. The City agrees to issue the checks for the SRO's salary and the City agrees to pay for the SRO's employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
4. The District agrees that the SRO will be the officer, which is assigned to each school. The District agrees that if either SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 14.3. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline the SRO, or which gives the City the ability to dispute or deny the following: the performance of the SRO, alleged disabilities claim for workers' compensation, and claims for 207-c. The SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that the Officer who is assigned as SRO to the District will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
5. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City agrees to defend, hold harmless and indemnify the District from and against any and all claims, suits or causes of action arising out of SRO's employment by the City and the assignment of the Officer as the SRO at the District; this shall include but

not be limited to allegations of unfair or unlawful employment practices brought by the SRO; except where there is intentional misconduct or gross negligence on behalf of the District.

6. The SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the Middle Schools. The Chief of Police will make all decisions regarding the selection of the SRO. The Chief of Police may consult with the District prior to placement at the Middle Schools.
7. In the event the SRO is absent from work, the SRO shall notify both his supervisor in the City and the Principal of the Middle Schools to which the SRO is assigned.

Duty Hours

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2. The SRO shall be on duty at the school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.
3. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.
4. In the event of an emergency, the SRO is ordered by the City to leave the school duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
5. At the discretion of the District and the SRO, a SRO can also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.
6. Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:
7. Shall be a commissioned officer and should have four years of law enforcement experience;
8. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations.

9. Shall be capable of conducting criminal investigations.
10. Shall possess even temperament and set a good example for students; and
11. Shall possess communication skills, which would enable the officer to function effectively within the school environment.

Duties of School Resource Officer

1. To protect lives and property for the citizens and public-school students of the District;
2. The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
3. As may be requested by the District, the SRO shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
4. As may be requested by the District, the SRO shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
5. The SRO shall not act as a school disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/ or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with District administration/ staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of the Code of Conduct and expectations for behavior at each school. The SRO shall become familiar with district/school disciplinary codes and standards. The District will meet at least annually with the SRO for the purpose of reviewing applicable disciplinary standards.
6. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
7. To investigate criminal activity committed on or adjacent to school property.
8. To answer questions that students may have about New York State criminal or juvenile laws;
9. To assist other law enforcement officers with outside investigations concerning students attending the school(s);
10. Shall participate in SRO training

Chain of Command

1. As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.
2. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrests, when appropriate.

Training/Briefing

1. The SRO shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the police chief.
2. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law and in-service firearm training. The District also may provide training in Board of Education Policies, regulations and procedures.
3. The SRO shall participate in District training provided by the District as it relates to ensuring a physical and emotionally safe environment for learning.
4. Dress Code & Equipment - The SRO shall be required to wear a departmental issued uniform and carry departmental issued equipment including sidearm and radio. The SRO will not be provided a vehicle.
5. Investigation, Interrogation, Search and Arrest Procedures - school board policy and police department procedures shall apply.

Controlled Substances

1. School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

Riots and Civil Disorders

1. In the event a riot or civil disorder occurs the SRO shall act in accordance with the Binghamton Police Department Policies, Procedures and Manual.

2. To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
3. The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
4. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
5. The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.
6. The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

Access to Education Records

1. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").
2. Term of Agreement- The term of this Agreement is one year commencing on July 1, 2022, through June 30, 2023. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

Consideration

1. For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for two (2) SRO salaries pursuant to the Collective Bargaining Agreement for Police Officers First Grade and positions in the amount of \$100,000 for the 2022-23 contract year. Such salaries shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.
2. The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office City of Binghamton
38 Hawley Street, 2nd Floor
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2022).

No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part.

Insurance and Indemnification

1. The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
2. The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence on behalf of the District.
3. The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
4. The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence on behalf of the SRO.

Evaluation - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning the SRO.

Date: _____

Date: _____

Jaren M. Kraham
City of Binghamton, Mayor

Dr. Tonia Thompson
Binghamton City School District
Superintendent of School



[Handwritten scribble]

Legislative Branch

RL Number:
22-195
Date Submitted:
7/25/22

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: ordinance to increase Purchasing Agent hours to an 8 hr work day and add the Purchasing Agent position to the city charter Chapter 124-39, Standard Work Day with a salary of \$61,800 as of 8/6/2022

Suggested Content: ordinance to increase Purchasing Agent hours to an 8 hr work day and amend the city charter Chapter 124-39, at a salary of \$61,800 as of ~~8/6/2022~~ ^{9/3/22} 9/3

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><i>[Signature]</i></u>
Comptroller:	<u><i>[Signature]</i></u>
Corporation Counsel:	<u><i>[Signature]</i></u>
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"/>



thompson

Legislative Branch

RL Number:

22-196

Date Submitted:

7/25/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: CHUCK SHAGER

Title/Department: COMPTROLLER/FINANCE

Contact Information: 607-772-7011

RL Information

Proposed Title: ordinance to amend the 2022 Finance budget to Hire a Purchasing agent at current Purchasing agent salary and add a stipend for responsibility adjustment until 12/31/2022.

Suggested Content: an ordinance to hire a purchasing agent at current salary and add a responsibility adjustment of 158.46 per pay from 9/13/22 to 12/31/2022. STIPEND 1663.83

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 checked="" type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

RL Number:

22-197

Date Submitted:

7/22/22

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: ordinance to transfer former Trust Account (TA) balances to the newly formed Custodial Fund (TC) accounts per GASB Pronouncement 84 effective July 31, 2022

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): O22-57

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 checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

43

DECREASE

TA.85.TC001	OTHER FUNDS - ACA MEMORIAL	
TA.85.TC006	OTHER FUNDS - KABOOM REBUILD	
TA.85.TC007	OTHER FUNDS - 911 MEMORIAL FND	
TA.85.TC012	OTHER FUNDS - SHADE TR COMM	
TA.85.TC013	OTHER FUNDS - YOUTH FUND	
TA.85.TC016	OTHER FUNDS - TODDLER/REC PARK	
TA.85.TC028	OTHER FND-REC PK CARSL CARE	
	TOTAL	\$ (25,785.94)

INCREASE

TC.85.TC001	OTHER FUNDS - ACA MEMORIAL	(9,354.23)	9,354.23
TC.85.TC002	OTHER FUNDS - KABOOM REBUILD	(556.32)	556.32
TC.85.TC003	OTHER FUNDS - 911 MEMORIAL FND	(12,605.85)	12,605.85
TC.85.TC004	OTHER FUNDS - SHADE TR COMM	(999.74)	999.74
TC.85.TC005	OTHER FUNDS - YOUTH FUND	(1,145.43)	1,145.43
TC.85.TC006	OTHER FUNDS - TODDLER/REC PARK	(204.37)	204.37
TC.85.TC007	OTHER FND-REC PK CARSL CARE	(920.00)	920.00
	TOTAL	\$ (25,785.94)	\$ 25,785.94

Legal Counsel Approval BA
RL 22-77

Introductory No. 022-57
Permanent No. 022-57



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled
AN ORDINANCE TO UPDATE THE CITY OF
BINGHAMTON'S CHART OF ACCOUNTS TO
PROVIDE FOR A CUSTODIAL TRUST FUND
AND CORRESPONDING ACCOUNTS PER
GASB ANNOUNCEMENT 84

WHEREAS, the Comptroller of New York State requires municipalities to update its Chart of Accounts to provide for a custodial trust fund and corresponding accounts per Governmental Accounting Standards Board ("GASB") Announcement 84; and

WHEREAS, City Council is required to approve amendments to the City's Chart of Accounts.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to update the City of Binghamton's Chart of Accounts to provide for a custodial trust fund and corresponding accounts per GASB Announcement 84.

Section 2. That this ordinance shall be retroactive to January 1, 2021 effective immediately.

Introductory No. 022-57

Permanent No. 022-57

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

AN ORDINANCE TO UPDATE THE CITY OF
BINGHAMTON'S CHART OF ACCOUNTS TO
PROVIDE FOR A CUSTODIAL TRUST FUND AND
CORRESPONDING ACCOUNTS PER GASB
ANNOUNCEMENT 84

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

Date 4/6/22

[Signature]
City Clerk

Date Presented to Mayor 4/7/22

Date Approved 4/7/22

[Signature]
Mayor

	Ayes	Nays	Abstain	Absent
Councilman Scaringi	✓			
Councilwoman Resciniti	✓			
Councilwoman Riley				✓
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Scanlon	✓			
Councilman Strawn	✓			
Total	6	0	0	1

Code of the City of Binghamton

Adopted Defeated

6 Ayes 0 Nays 0 Abstain 1 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 4/6/22. Approved by the Mayor on 4/7/22. (S)



Legislative Branch

RL Number: 22-198
Date Submitted: 7/25/22

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: CHUCK SHAGER
Title/Department: COMPTRROLLER/FINANCE
Contact Information: 607-772-7011

RL Information

Proposed Title: ordinance to amend the 2022 Capital Budget for th USE of American Recovery
Plan Act (ARPA) funds for Sewer and Water Line Improvements

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:	<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"/>

INCREASE	A9950	59000	F0015	Interfund Transfer-ARPA	400,000.00
INCREASE	A	44089	F0015	Federal Aid-(ARPA)	400,000.00
INCREASE	H	45031	F0015	Interfund Transfer-(ARPA)	400,000.00
INCREASE	H8120	525055	F0015	REPL SEWER LINES	350,000.00
INCREASE	H8320	525058	F0015	WATER LINES	50,000.00