



# LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Chris Papastrat, City Council President  
Leighton Rogers, City Clerk

## CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley St, Binghamton 6pm Monday, October 3, 2016

*The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.*

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	-----	-----	<b>Presentation</b>	-----	Newman
6:30pm	Finance	Mihalko	<b>*RL16-194:</b> Resolution to authorize the City to accept a \$2,683 in grant funding from Broome County under the Health Department's Creating Healthy Schools and Communities Program, use for Complete Streets	29-47	Terry Kellogg
6:35pm	Finance	Mihalko	<b>RL16-192:</b> Amend 2016 Parks Budget to fund various expenses	48-51	Bill Barber
6:45pm	Finance	Mihalko	<b>RL16-196:</b> Supplemental Agreement No. 2 with NYSDOT for the E. Clinton St Bridge Rehabilitation Project, PIN No. 9753.85  <b>*RL16-197:</b> Supplemental No. 3 with Tim Haahs for additional engineering services for the Water St and State St Elevator Upgrades to the Parking Garages	52-61; 86-91	Ray Standish
7:00pm	Finance	Mihalko	<b>*RL16-187:</b> Transfer of Capital and Flood Capital Fund to the Municipal users proportionally towards 2015 ratified flows  <b>*RL16-188:</b> Increase appropriations for FEMA settlement relating to PW 2554 to allow payment of \$254,101.62 to the Owners	62-66; 67-76	Charlie Pearsall
7:15pm	MPA	Matzo	<b>*RL16-190:</b> MOU with Broome County for information sharing related to the Broome County Health Department's lead poisoning	77-81	Jared Kraham
7:20pm	Planning	Scaringi	<b>RL16-191:</b> Adopting the NYS Unified Solar Permit	1-5	Jared Kraham
7:25pm	Finance	Mihalko	<b>*RL16-193:</b> Resolution authorizing to accept a \$50,000 grant from DOS re: Local Water Revitalization Plan Update  <b>*RL16-195:</b> Accept the Edward Byrne Legislative Grant	6-28; 82-85	Jared Kraham
7:30pm	-----	-----	<b>Discussion:</b> Pending Legislation	-----	Leighton Rogers

### COMMITTEE REPORTS

*\*Please Expedite for Next Business Meeting*



# Legislative Branch

RL Number:

16-191

Date Submitted:

9/28/16

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: JULIET BERLING

Title/Department: DIRECTOR, PLANNING HOUSING & COMMUNITY DEVELOPMENT

Contact Information: JMBERLING@CITYOFBINGHAMTON.COM

### RL Information

Proposed Title:

Resolution adopting the New York State Unified Solar Permit

Suggested Content: expedited solar permit process for small-scale solar electric

### Additional Information

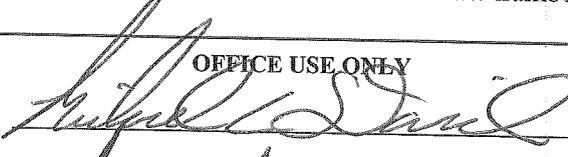
Does this RL concern grant funding? Yes  No

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):

<b>OFFICE USE ONLY</b>					
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"/>

## New York State Unified Solar Permit

Expedited Solar Permit Process for Small-Scale Photovoltaic Systems

### Requirements for Application Submittal – STEP 1

For use in all New York State counties with the exception of Nassau County and Suffolk County.

The expedited solar permitting process uses a unified permit across municipalities in New York State.

A combined building and electrical permit for a grid-tied photovoltaic (PV) system will be issued pending proper completion of forms, submission of approved plans and approval by municipality. All applicants must submit:

#### 1. Unified Solar Permit for Small-Scale Photovoltaic Systems Eligibility Checklist – STEP 2

##### 2. One (1) set of plans that include:

- Site Plan showing location of major components of solar system and other equipment on roof or legal accessory structure. This plan should represent relative location of components at site, including, but not limited to, location of array, existing electrical service location, utility meter, inverter location, system orientation and tilt angle. This plan should show access and pathways that are compliant with New York State Fire Code, if applicable.
- One-Line or 3-Line Electrical Diagram. The electrical diagram required by NYSERDA for an incentive application and/or utility for an interconnection agreement can be used here.
- Specification Sheets for all manufactured components. If these sheets are available electronically, a web address will be accepted in place of an attachment, at the discretion of the municipality.
- All diagrams and plans must include the following: (a) Project address, section, block and lot number of the property; (b) Owner's name, address and phone number; (c) Name, address and phone number of the person preparing the plans; and (d) System capacity in kW-DC.

#### 3. Unified Solar Permit for Small-Scale Photovoltaic Systems Application – STEP 3

##### 4. Fee:

- Residential (New): \$35 for first 5 devices + \$2 per additional device
- Residential (Renovation): \$25 for first 5 devices + \$2 per additional device
- Commercial: \$50 + \$2 per device



**CITY OF BINGHAMTON**  
OFFICE OF BUILDING,  
CONSTRUCTION & CODE  
ENFORCEMENT

City Hall 38 Hawley St  
Binghamton, NY 13901

[www.binghamton-ny.gov](http://www.binghamton-ny.gov)

Phone: (607) 772-7004

Fax: (607) 772-7162

### Permit Review and Inspection Timeline

Permit determinations will be issued within 14 days upon receipt of complete and accurate applications. The municipality will provide feedback within 7 days of receiving incomplete or inaccurate applications. If an inspection is required, a single inspection should be sufficient and will be provided within 7 days of inspection request.



## Eligibility Checklist – Part B

To determine if you are eligible for the expedited permitting process, answer the questions below.

- Yes  No 1. Solar installation has a rated capacity of 12 kW or less.
- Yes  No 2. Solar installation is not subject to review by an Architectural or Historical Review Board.
- Yes  No 3. Solar installation does not need a zoning variance or special use permit/conditional use permit.
- Yes  No 4. Solar installation is to be mounted on a permitted roof structure of a building, or on a legal accessory structure. If on a legal accessory structure, a diagram showing existing electrical connection to structure is attached.
- Yes  No 5. Solar installation is compliant with all applicable electrical and building codes.
- Yes  No 6. Solar installation is compliant with New York State Fire Code.
- Yes  No 7. The Solar Installation Contractor complies with all licensing and other requirements of the jurisdiction and the State.
- Yes  No 8. The proposed equipment is permitted by code and equipment meets all relevant certification standards.
- Yes  No 9. The solar electric system and all components will be installed per the manufacturer's specifications.
- Yes  No 10. The project will comply with adopted National Electrical Code® requirements.
- Yes  No 11. The roof has no more than a single layer of roof covering (in addition to the solar equipment).
- Yes  No 12. The system is to be mounted parallel to the roof surface, or tilted with no more than an 18 inch gap between the module frame and the roof surface.
- Yes  No 13. The system will have a distributed weight of less than 5 pounds per square foot and less than 45 pounds per attachment point to roof.

If you answered "No" to any of Questions 1-10, you are not eligible to participate in the expedited permitting process and must go through the standard permitting process dictated by the municipality. If you answered "No" to any of Questions 11-13, in order to use this form, in addition to other New York State PE or RA requirements, you must provide a letter from a Professional Engineer or Registered Architect certifying that the existing structure can support the additional weight and wind loads of the solar electric system. If you answered "Yes" to all of the above questions, please sign below to affirm that all answers are correct, and you have met all the conditions and requirements to participate in this expedited process.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Solar Installation Contractor Signature

\_\_\_\_\_  
Date

The NY-Sun Initiative, a dynamic public-private partnership, will drive growth of the solar industry and make solar technology more affordable for all New Yorkers.

Visit [ny-sun.ny.gov](http://ny-sun.ny.gov) for more information on the NY-Sun initiative.



## Application – Part C

### 1. Property Owner:

Property Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Property Address \_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot Number \_\_\_\_\_

### 2. Existing Use:

Single Family  2-4 Family  Commercial  Other \_\_\_\_\_

### 3. Provide the total system capacity rating (sum of all panels)

Solar Electric System: \_\_\_\_\_ kW-DC

### 4. Solar Installation Contractor and Electrician:

Installer Business Name \_\_\_\_\_

Installer Business Address \_\_\_\_\_

Installer Contact Name \_\_\_\_\_ Installer Phone Number \_\_\_\_\_

Installer License Number(s) \_\_\_\_\_ Installer Email \_\_\_\_\_

Electrician Business Name \_\_\_\_\_ Electrician License Number \_\_\_\_\_

### 5. What is the existing roofing material?

\_\_\_\_\_

### 6. Provide method and type of weatherproofing for roof penetrations (i.e., flashing, caulk).

\_\_\_\_\_

7. Is the mounting structure an engineered product designed to mount solar electric modules?  Yes  No  
If no, provide details of structural attachment in a letter certified by a design professional.

*continued >*

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**Application – Part C (continued)**

**8. For manufactured mounting systems, provide the following information about the mounting system:**

- a. Mounting System Manufacturer \_\_\_\_\_
- b. Product Name and Model Number \_\_\_\_\_
- c. Total Weight of Solar Electric Modules and Rails \_\_\_\_\_ lbs.
- d. Total Number of Attachment Points \_\_\_\_\_
- e. Weight per Attachment Point (c ÷ d) \_\_\_\_\_ lbs.
- f. Maximum Spacing Between Attachment Points on a Rail \_\_\_\_\_ inches  
(see product manual for maximum spacing allowed based on maximum design wind speed)
- g. Total Surface Area of Solar Electric Modules (square feet) \_\_\_\_\_ ft<sup>2</sup>
- h. Distributed Weight of Solar Electric Module on Roof (c ÷ g) \_\_\_\_\_ lbs./ft<sup>2</sup>

**9. Indicate quantity, brand, make and model of the:**

**Inverter(s):**

Quantity	Make	Model
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**Modules:**

Quantity	Make	Model
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Please sign below to affirm that all answers are correct and that you have met all the conditions and requirements to participate in this expedited process.

Property Owner's Signature	Date
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Solar Installation Contractor Signature	Date
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EXP.

# Legislative Branch

RL Number: 16-193  
Date Submitted: 9/29/16

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: jmberling@cityofbinghamton.com

Proposed Title: A Resolution <sup>is a RL</sup> Authorizing acceptance of a \$50,000 grant from DOS re: Local Water

Revitalization Plan Update.

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): RL 05-236 (attached)

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

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

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## GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.  
Please provide the following additional information.*

Agency providing the grant: Department of State

Total project cost: \$100,000

Total amount of grant: \$50,000

Local match (if any): \$50,000

If local match is monetary, provide the budget line and title: \_\_\_\_\_

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Work Plan attached; refer to attachment B-1

Disbursement of grant (upfront, reimbursable?): reimbursable

If reimbursable, source of funds pending reimbursement: General Funds

Grant project manager: Juliet Berling

Anticipated date of project completion: September 2019

Special project completion requirements (if any): \_\_\_\_\_

**Attach any required form of Resolution from the Agency providing the grant.**

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

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## WORK PROGRAM COVER SHEET

Name and Address of Contractor: City of Binghamton  
38 Hawley Street  
Binghamton, NY 13901

Federal Tax ID number: 15-6000404

Title of Project: Local Waterfront Revitalization Program Update

Grant application number: 52439

Contract number: T1000680

Department liaison: Valeria Ivan

Community contact: Juliet Berling, Director of the Department of Planning, Housing, &  
Community Development

Community contact address: 38 Hawley Street, Binghamton, NY 13901

Telephone number: (607) 772-7028

Fax number:

Email: [jmberling@cityofbinghamton.com](mailto:jmberling@cityofbinghamton.com)

Department reviewer: Kenneth Smith

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

A. Salaries	\$46,500.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$53,500.00
F. Other	\$0.00
TOTAL PROJECT COST	\$100,000.00
Total State Funds	\$50,000.00
Total Local Share	\$50,000.00

**A. SALARIES (including fringe benefits)**

<u>Title</u>	<u>Amount Charged to Project</u>
Director PHCD	\$5,545.63
Neighborhood Planner	\$6,720.00
Grants Administrator	\$5,547.30
Project Administrator	\$5,603.14
GIS Support	\$841.50
Sr. Engineer	\$5,635.25
AD Economic Development	\$5,394.78
Supervisor Code & Construction	\$5,617.18
AD Parks Dept	\$5,596.22

**SUBTOTAL \$46,500.00**

**B. TRAVEL**

**SUBTOTAL \$0.00**

**C. SUPPLIES**

**SUBTOTAL \$0.00**

**D. EQUIPMENT**

**SUBTOTAL \$0.00**

**E. CONTRACTUAL SERVICES**

Professional planning and design services to assist the City's Department of Planning in the preparation of the Local Waterfront Revitalization Program Amendment.....\$53,500.00  
Subcontractor: To be determined

**SUBTOTAL \$53,500.00**

**F. OTHER**

**SUBTOTAL \$0.00**

## ATTACHMENT C - WORK PLAN

**Contractor:** City of Binghamton  
**Contract Number:** T1000680  
**Program Contact Person:** Juliet Berling  
Director of the Department of Planning, Housing, & Community Development  
**Phone:** (607) 772-7028  
**Fax:**  
**Email:** [jmberling@cityofbinghamton.com](mailto:jmberling@cityofbinghamton.com)

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### Local Waterfront Revitalization Program Update

#### 1. Project Description

The City of Binghamton will amend its Local Waterfront Revitalization Program (LWRP), pursuant to the provisions of Article 42 of the New York State Executive Law, to reflect current local conditions including significant new development and to include recommendations and projects that build greater community resilience to natural hazards, and resurrect housing and businesses damaged by recent flooding events. The original Binghamton LWRP was approved in 2005 and covers a waterfront area stretching for over eight miles along Susquehanna and Chenango Rivers. When completed and approved, the Binghamton LWRP amendment will guide sustainable development, increase utilization of the waterfront and promote economic development in order to improve the overall quality of life for residents and visitors. Completion of this project may integrate preparation of a harbor management plan (HMP), or HMP elements, as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Office of Planning and Development.

The LWRP amendment will be prepared by a planning and design consultant procured by the City, with the assistance of the City of Binghamton staff.

#### 2. Project Attribution and Number of Copies

The City of Binghamton (Contractor) must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

*"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."*

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # T1000680 as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format –PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi

scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract ## T1000680, and project title.

- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

### **3. Compliance with Procurement Requirements**

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

### **4. Project Components**

#### **Task 1: Project Kick-Off Meeting**

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, LWRP preparation requirements, roles and responsibilities of project partners and entities involved in preparing the LWRP, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the schedule for submission of sections of the draft LWRP, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a Waterfront Advisory Committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Information on preparing a Local Waterfront Revitalization Program is contained in the Department's guidebook "Making the Most of Your Waterfront: Enhancing Waterfronts to Revitalize Communities" [http://www.dos.ny.gov/opd/programs/pdfs/LWRP\\_guidebook.pdf](http://www.dos.ny.gov/opd/programs/pdfs/LWRP_guidebook.pdf).

Products: Meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached submitted to the Department.

#### **Task 2: Waterfront Advisory Committee**

The Contractor shall establish a Waterfront Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies

with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: List of proposed members of project advisory committee submitted to the Department. Project advisory committee established.

### Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) for consultant planning services, including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Consultant services requested shall include all of the relevant tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means, submitted to the Department.

### Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures submitted to the Department.

#### Task 5: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant or consultants selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts submitted to the Department.

#### Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s) and include the Waterfront Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify waterfront and harbor management planning issues, new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the LWRP. A decision will be made by the Department following this meeting, as to whether development of a harbor management plan will be necessary as part of the LWRP. Project partners at this meeting will review the LWRP preparation process, including compliance with SEQRA, and identify SEQRA lead agency and involved agencies. The Contractor or its consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached submitted to the Department.

#### Task 7: Preparation of a Community Outreach Process and Plan

The Contractor or its consultant(s), the Waterfront Advisory Committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in development and implementation of the LWRP. At a minimum, the process shall include at least three public workshop type meetings to be conducted during the plan development. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. A summary of each public outreach session will be made available in written form and through other appropriate means, such as notices on the World Wide Web.

The draft and final Community Outreach Process and Plan shall be reviewed by the Advisory Committee before being submitted to the Department.

Product: Draft and final Community Outreach Process and Plan submitted to the Department.

## Task 8: Draft Section I: Waterfront Revitalization Area Boundary

The Contractor or its consultant(s) shall prepare a description and map of the waterfront revitalization area (WRA). The WRA boundary should follow recognizable natural features, streets, railroads and municipal boundary, and should encompass: land uses that affect or are affected by waterfront issues or opportunities; natural and cultural resources with a physical, social, visual or economic relationship to the waterfront and/or the coastal waters; and, areas necessary for the achievement of LWRP policies. If the LWRP amendment proposes a modification of the existing WRA boundary, the description of the amended WRA must specify the proposed modifications to the existing WRA boundary and explain the reason for the modification. The description must be accompanied by a map (in a PDF format of high resolution) showing the existing WRA boundary, the proposed WRA boundary, and the municipal boundary.

Draft Section I shall be reviewed by the Advisory Committee before being submitted to the Department.

Products: Draft Section I: Waterfront Revitalization Area Boundary, including description and map(s), submitted to the Department.

## Task 9: Draft Section II: Inventory and Analysis of Existing Conditions

The Contractor or its consultant(s) shall inventory, describe and map existing natural and built resources and conditions within the waterfront revitalization area (WRA). In addition, Section II must provide a thorough analysis of waterfront issues, opportunities, and constraints to economic development and resource protection needs, and consider the recommendations and strategies of local and regional plans, including the strategies developed by the Southern Tier Regional Council for economic growth and development in the region. This section should also provide a reasonable assessment of the vulnerable resources and potential risks associated with storms, flooding, and the effects of climate change. The inventory and analysis must be broad enough to ensure consideration of all important waterfront resources, problems and opportunities and detailed enough to support development of a specific and realistic LWRP. Topics to be addressed include, but are not limited to, the following:

- Identification and assessment of existing land use, development, and economic strengths, weaknesses, and opportunities for ongoing economic revitalization
  - Land use and ownership patterns (public and private), including underwater lands
  - Abandoned, deteriorated, or underused sites and buildings
  - Agricultural lands
- Identification and assessment of existing water-dependent uses and related issues
  - Commercial, industrial, and recreational water-dependent uses (such as ferries, marinas, boat yards, swimming areas, vessel anchorage and mooring areas, commercial or recreational fishing areas and uses)
- Identification and assessment of existing zoning and other relevant local land use and development controls
  - Zoning code, subdivision review, site plan review, and design standards, etc.
- Identification and assessment of existing and desired open spaces, public access sites, and recreation and tourism resources
- Identification and assessment of the condition of infrastructure
  - water supply, stormwater and sewage treatment, vessel waste facilities, solid waste disposal, transportation systems, energy production and transmission, shoreline stabilization infrastructure, such as bulkheads, docks and docking facilities and underwater infrastructure and structures, such as cables and pipelines

- Identification and assessment of federal, State and/or locally-designated historic and scenic resources
  - National Register sites and districts, locally designated resources, and archaeological resources such as shipwrecks and historic dry docks
- Identification and assessment of natural resources, topography, hydrology, and geology
  - locally important fish and wildlife habitats, wetlands, water courses, landscape features, steep slopes, minerals, federally identified flood-hazard areas, etc.
  - Asset inventory: natural resource assets and critical infrastructure and systems that have been, or will be, affected by flooding or other climate change hazards
  - Identification of actions that reduce the capacity of natural protective features to reduce risk
  - Risk assessment: assessment of risks to key assets and systems - including impacts to wetlands, habitats and other natural resources; and, water supply, sewage treatment plants, combined sewer overflows, electric utilities, transmission lines, dams, shoreline stabilization infrastructure and other in-water structures, transportation systems, critical facilities, and other valuable community assets
  - Needs and Opportunities Assessment: determine short- and long-range needs and opportunities to enhance resilience to future storms
  - Identification and description of socially vulnerable populations, such as non-English speaking, elderly, young, low-income or unemployed.
- Identification and assessment of issues related to water quality and flooding
  - Point and non-point sources of pollution
  - Water quality classification
  - Impervious surface area, vegetated stream buffers, flood storage capacity and forested land cover
  - Existing infrastructure or actions that may cause adjacent or downstream flooding impacts
- Assessment of issues related to navigation and dredging
- Summary of the existing authorities of federal, State, regional, and local agencies that have jurisdiction in the waterfront revitalization area. For example:
  - the National Oceanic and Atmospheric Administration, U.S. Army Corps of Engineers, and the Department of Interior;
  - the State Departments of State, Environmental Conservation, Health and Transportation and the Offices of General Services and Parks, Recreation, and Historic Preservation;
  - agencies of the city, town, or village, or a county if the county regulates activities in the waterfront revitalization area;
  - the local harbor master, bay constables, code enforcement officer, building inspector, police department or sheriff's office.

Draft Section II shall be reviewed by the Waterfront Advisory Committee before being submitted to the Department.

Products: Draft Section II: Inventory and Analysis of Existing Resources with required maps to depict the municipality's waterfront area resources, issues, and opportunities.

#### Task 10: Public Meeting I

Following completion of the initial drafts of Section I: Waterfront Revitalization Area Boundary and Section II: Inventory and Analysis, the Contractor or its consultant(s) shall conduct a public information meeting present identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections II and the delineation of the proposed WRA boundary included in Section I.

Products: Public information meeting held. Minutes of the public meeting submitted to the Department.

Task 11: Draft Section III: Local Waterfront Revitalization Policies

The Contractor or/and its consultant(s), and the Waterfront Advisory Committee, shall review the waterfront revitalization policies included into the City of Binghamton LWRP approved in 2005 and refine the explanation of each applicable policy to reflect current local conditions and circumstances. Based on the information included in the rest of the LWRP amendment, it should also be determined if additional policies that add specificity to the existing policies are needed to comprehensively address LWRP amendment purposes. The drafting of Section III will be initiated before the drafting of Section IV and completed after the drafting of Section V.

Draft Section III shall be reviewed by the Waterfront Advisory Committee before being submitted to the Department.

Products: Draft Section III: Local Waterfront Revitalization Policies submitted to the Department

Task 12: Draft Section IV: Proposed Land and Water Uses and Proposed Projects

The Contractor or/and its consultant(s), with the assistance of the Waterfront Advisory Committee, shall describe and map proposed land and water uses within the WRA, and proposed projects necessary to implement the LWRP amendment. Proposed projects may include but not be limited to:

- Capital improvement or construction projects that are necessary to maintain or improve uses or conditions;
- Special studies, plans, design projects, or research necessary to advance or refine components of the LWRP;
- Education, outreach/training materials and programs;
- Projects to redevelop underused or deteriorated areas and sites;
- Projects to provide or improve public access;
- Projects to protect existing, or provide for new, water-dependent uses, such as marinas, boat yards, yacht clubs, port facilities, swimming beaches, or shellfishing;
- Projects to upgrade or relocate critical facilities so that essential community services are secure and/or out of hazardous areas;
- Projects to enhance or restore wetlands, habitats, or other natural protective features; and
- Projects to improve hazard impact prediction and assessment, and mitigation and adaptation planning, such as development of local or inter-municipal Geographic Information Systems.

Draft Section IV shall be reviewed by the Waterfront Advisory Committee before being submitted to the Department.

Products: Draft Section IV - Proposed Land and Water Uses and Proposed Projects submitted to the Department

Task 13: Public Meeting II

Following completion of the initial draft of Section IV, the consultant and the Waterfront Advisory Committee shall prepare and conduct a public information meeting to present to the public the proposed land and water uses and proposed projects described and mapped in the draft Section IV and solicit public input regarding the completeness and accuracy of the information included in this section.

Products: Public information meeting held. Minutes of the public meeting submitted to the Department.

Task 14: Draft Section V: Techniques for Local Implementation of the Program

The Contractor or/and its consultant(s), with the assistance of the Waterfront Advisory Committee, shall describe existing local laws and regulations, as well as any new or amended laws or regulations which are necessary to both improve community resilience and implement the policies, strategies, proposed uses, and projects set forth in the LWRP amendment. The Contractor shall provide the Department with copies of, or access to, the text of the current local laws and regulations relevant for the implementation of the LWRP policies and purposes. The Contractor or its consultant(s) shall draft such local laws and regulations as are necessary to implement the LWRP amendment. Full drafts of new or amended laws and regulations, including a local consistency review law, should be included as appendices to the LWRP amendment. Local laws, regulations and procedures essential to the implementation of the policies and purposes of the LWRP amendment must locally adopted before the formal submission of the amended program for approval by the Secretary of State.

The Contractor or its consultant(s) shall also describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary in order to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, issuing permits for construction into a navigable waterbody, or providing technical assistance.

The Contractor or its consultant(s) shall also describe a local management structure for reviewing proposed waterfront projects for consistency with the approved LWRP amendment, and the financial resources required to implement the approved LWRP amendment. Implementation of the LWRP amendment will be a continuing responsibility of the municipality. The municipality needs to consider the costs of implementing the amended program and whether the funds needed are, or can be reasonably expected, to be available.

Draft Section V shall be reviewed by the Waterfront Advisory Committee before being submitted to the Department.

Products: Draft Section V: Techniques for Local Implementation of the Program, and ALL drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law, submitted to the Department.

Task 15: Public Meeting III

Following completion of the draft Section V, the consultant and the Waterfront Advisory Committee shall prepare and conduct a public meeting to present to the public the draft LWRP policies included in Section III and the proposed laws that will support the implementation the LWRP policies. The public shall be asked to provide feedback.

Products: Public meeting held. Minutes of the public meeting submitted to the Department.

Task 16: Draft Section VI: Federal and State Actions and Programs Likely to Affect Implementation of the LWRP

The Department shall provide to the Contractor or its consultant(s) a generic list of federal and State agency actions and programs which are to be undertaken in a manner consistent with the LWRP. The Contractor or its consultant(s) shall describe specific federal and State actions necessary to further implementation of the LWRP (technical assistance, permits, funding, procedural changes, etc.).

Draft Section VI shall be reviewed by the Waterfront Advisory Committee before being submitted to the Department.

Products: Draft Section VI: Federal and State Actions and Programs Likely to Affect Implementation of the LWRP.

Task 17: Draft Section VII - Local Commitment and Consultation

Developing local support for the LWRP amendment is the most critical factor determining the success of the program. The Contractor or its consultant(s) shall describe the public consultation efforts undertaken in the preparation of the LWRP amendment, such as public hearings, public informational meetings, and/or meetings with governmental agencies. All activities undertaken to obtain local support and commitment should be thoroughly documented. The Contractor or its consultant(s) shall also describe any local committees created to oversee preparation of the LWRP amendment, as well as the role of other municipal agencies.

Draft Section VII shall be reviewed by the Waterfront Advisory Committee before being submitted to the Department.

Products: Draft Section VII: Local Commitment and Consultation submitted to the Department.

Task 18: Determination of Significance and Compliance with SEQRA

A municipality's preparation and adoption of an LWRP amendment involve compliance with SEQRA. The Contractor shall request designation as Lead Agency for purposes of SEQRA. The Lead Agency shall prepare, distribute and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a LWRP. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If the findings of the Determination of Significance are such that the LWRP will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under the SEQRA regulations. The Contractor or its consultant(s) shall determine whether a public hearing will be held on the Draft LWRP. Completed SEQRA documents shall be submitted to the Department for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the consultant, shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance

with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held. Copies of the SEQRA documents, including hearing notes, should be submitted to the Department.

#### Task 19: Complete Draft LWRP amendment

The Contractor or its consultant(s) shall submit two (2) paper copies and an electronic copy (Word format, together with each map as an individual PDF of high resolution) of the complete Draft LWRP amendment with integrated harbor management elements and including a complete Draft Generic Environmental Impact Statement (if applicable). Complete drafts of the new or amended proposed laws and regulations should be included into the appendices of the LWRP, incorporating comments provided on each component section, to the Department for approval. If revisions to the complete Draft LWRP are needed, based on Department review, the Contractor or its consultant(s) shall make the required changes and resubmit the document to the Department for review.

All comments and requested revisions must be addressed to the satisfaction of the Department prior to advancing the document to 60-Day Review.

Following acceptance of the complete Draft LWRP amendment by the Department, the Contractor shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to the Department for review by potentially affected State, Federal, and local agencies - by resolution of the local municipal legislative body. The Contractor or its consultant(s) shall also provide one (1) hard copy and one electronic copy (Microsoft Word) of the complete Draft LWRP document to the Department.

Upon receipt of the required number of copies of the Draft LWRP (/Draft Generic Environmental Impact Statement, if applicable), the Department shall initiate a 60-Day Review by State, Federal, and other local agencies concurrent with the SEQRA review (if applicable).

Products: (1) Draft LWRP acceptable to the Department; and (2) a resolution of the local municipal legislative body accepting the Draft LWRP as complete and ready to be submitted to DOS for review and initiation of the 60-Day review process.

#### Task 20: Public Hearing/Meeting IV

Following completion of the Draft LWRP and in conjunction with 60-Day Review and compliance with SEQRA the Contractor or its consultant(s) shall conduct a public hearing/meeting on the Draft LWRP amendment.

Products: Public meeting(s) held. Minutes of the public information meeting(s) and identification of changes to be made to the Draft Program as a result of the public meeting submitted to the Department for review and approval.

#### Task 21: Final LWRP amendment

Following the 60-Day Review period of the Draft LWRP Amendment(/Draft Generic Environmental Impact Statement, if applicable), the Department shall meet with the Contractor or its consultant(s) to discuss all 60-Day comments received, determine appropriate responses and revise the LWRP document to reflect each response. All supporting local laws proposed for adoption in conjunction with the adoption of the LWRP, and the Final Environmental Impact Statement (if applicable), shall also be revised as necessary to reflect 60-Day comments and responses, to the satisfaction of the Department.

Additionally, the Contractor and/or its consultant(s) shall also submit to the Department a schedule of adoption of the LWRP and any local laws necessary for implementation of the LWRP.

Products: Two paper copies and electronic version of the Final LWRP Amendment and supporting local laws (and Final Environmental Impact Statement, if applicable), and schedule of adoption.

#### Task 22: MWBE Reporting

In accordance with Appendix A-1, Part I, Section M, Paragraph 8, Contractor shall be required to use the New York State Contract System (“NYSCS”) to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Appendix A-1, Part I, Section M, Paragraph 7 of this Agreement for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor’s written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 7, of Appendix A-1 of this Agreement.

Products: Ongoing reporting through NYSCS during the life of the contract.

#### Task 23: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

#### Task 24: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

## 5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract #C1000680 as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in project kick-off meeting and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents. Department approval must be obtained before construction may begin.

*BMS*

LL05-8

LL05-6



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

Dated: November 21, 2005

Sponsored by Council Member(s): Weslar, Jensen, Gerchman, Kramer, Collins, *Papastrat*

Introduced by Committee: Planning

**LOCAL LAW**  
*entitled*

A LOCAL LAW ADOPTING THE LOCAL  
WATERFRONT REVITALIZATION PROGRAM (LWRP).

WHEREAS, the City of Binghamton initiated preparation of a Local Waterfront Revitalization Program in cooperation with the New York State Department of State, pursuant to Article 42 of the Executive Law; and

WHEREAS, a Draft Local Waterfront Revitalization Program was prepared and circulated by the Department of State to potentially affected State, Federal and Local agencies in accordance with the requirements of Executive Law, Article 42; and

WHEREAS, the City of Binghamton City Council, as lead agency, filed a Negative Declaration – Notice of Determination of Non-significance on November 2, 2005 for preparation of the Local Waterfront Revitalization Program, pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act); and

WHEREAS, the full implementation of the Local Waterfront Revitalization require the passage of a Local Law entitled the Waterfront Consistency Review Law;

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

Section 1. That the City of Binghamton Local Waterfront Revitalization Program is hereby adopted, and that the Mayor is authorized to submit the Local Waterfront Revitalization Program to the New York State Secretary of State for approval, pursuant to the Waterfront Revitalization of Coastal Areas and Inland Waterways Act.

Section 2. That the City of Binghamton hereby adopts and enacts the Waterfront Consistency Review Law in such form as provided in Exhibit "A".

Section 3. That the Waterfront Consistency Review Law shall be codified as Subpart LXV of the Charter of the City of Binghamton.

Section 4. That this Local Law shall take effect immediately upon filing with the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

2. Agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions
3. Adoption of agency rules, regulations and procedures, including Local Laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
4. Any combinations of the above.

This law does not apply to Type II, excluded or exempt actions as defined in the S.B.Q.R.A. regulations 6 N.Y.C.R.R. Part 617.

- B. "Agency" means any board, agency, department, office, other body, or officer of the City of Binghamton.
- C. "Coastal area" means that portion of the New York State coastal waters and adjacent shorelands as defined in Article 42 of the Executive Law which is located within the boundaries of the City of Binghamton, as shown on the Coastal Area map on file in the office of the Secretary of State and as delineated in the City of Binghamton Local Waterfront Revitalization Program.
- D. "Coastal Assessment Form (CAF)" means the form used by an agency to assist it in determining the consistency of an action with the Local Waterfront Revitalization Program.
- E. "Consistent" means that the action will fully comply with the LWRP policy standards and conditions and, whenever practicable, will advance one or more of them.
- F. "Direct Actions" means actions planned and proposed for implementation by an agency, such as, but not limited to a capital project, rule making, procedure making and policy making.
- G. "Local Waterfront Revitalization Program (LWRP)" means the Local Waterfront Revitalization Program of the City of Binghamton, approved by the Secretary of State pursuant to the Waterfront Revitalization and Coastal Resources Act (Executive Law, Article 42), a copy of which is on file in the Office of the Clerk of the City of Binghamton.
- H. "Waterfront Advisory Committee" or "Committee" means the Waterfront Advisory Committee of the City of Binghamton, as created by Local Law No. \_\_\_\_\_ of the City of Binghamton.

#### Section 4. Waterfront Advisory Committee.

The Committee is authorized to review and make recommendations to appropriate agencies regarding the consistency of proposed actions with the City of Binghamton Local Waterfront Revitalization Program policy standards. The Planning Commission is hereby appointed the Waterfront Advisory Committee and charged with the administration and implementation of this local law and is authorized to review and make recommendations to the appropriate agencies

regarding the consistency of proposed action within the City of Binghamton Local Waterfront Revitalization Program policy standards.

Section 5. Review of Actions.

- A. Whenever a proposed action is located in the City's Coastal Area, an agency shall, prior to approving, funding or undertaking the action, make a determination that is consistent with the LWRP policy standards and conditions set forth in Paragraph 7 herein.
- B. Whenever an agency receives an application for approval or funding of an action or as early as possible in the agency's formulation of a direct action to be located in the Coastal Area, the applicant, or in the case of a direct action, the agency, shall prepare a Coastal Assessment Form (CAF) to assist with the consistency review of the proposed action.
- C. The agency shall refer a copy of the completed CAF to the Committee within ten (10) days of its submission and prior to making its determination, shall consider the recommendation of the Committee with reference to the consistency of the proposed action.
- D. After referral from an agency, the Committee shall consider whether the proposed action is consistent with the LWRP policy standards and conditions set forth in Paragraph 7 herein. The Committee shall require the applicant to submit all completed actions, CAF's and any other information deemed to be necessary to its consistency recommendation.
- E. The Committee shall render its written recommendation to the agency within thirty (30) days following referral of the CAF form the agency, unless extended by mutual agreement of the Committee and the applicant or in the case of the direct action, the agency. The recommendation shall indicate whether, in the opinion of the Committee the proposed action is consistent with or inconsistent with one or more of the LWRP policy standards or conditions and shall elaborate in writing the basis for its opinion.
- F. The Committee shall, along with its consistency recommendation, make any suggestions to the agency concerning modification, of the proposed action to make it consistent with LWRP policy standards and conditions or to greater advance them.
- G. In the event that the Committee's recommendation is not forthcoming within the specified time, the referring agency shall make its decision without the benefit of the Committee's recommendation.
- H. If the Agency and the Committee concur in the consistency of the proposed action, the agency may proceed with the action. In the event that the agency, after reviewing the written recommendation of the Committee, finds that it disagrees with the consistency recommendation of the Committee, the agency shall, within fifteen (15) days, prepare a written finding detailing its position and transmit it to the Committee. The Committee and the agency shall meet to resolve their differences within fifteen (15) days of the Committee's receipt of the agency's finding.

- I. If the Committee and the agency cannot reach a mutually agreeable determination of consistency, the matter shall be referred to the City Council for a finding of consistency. The agency shall take no action until the City Council has made a determination and finding of consistency with the LWRP.
- J. The provisions of Sub-section G shall not apply to the Zoning Board of Appeals. Instead, where the Zoning Board of Appeals is the agency, the Zoning Board of Appeals shall consider the written consistency recommendation of the Committee when reviewing and considering an application for a variance.
- K. Actions to be undertaken within the waterfront area shall be evaluated for consistency in accordance with the following LWRP policy standards and conditions, which are derived from and further explained and described in Section III of the City of Binghamton LWRP, a copy of which is on file in the City's Department of Planning, Housing and Community Development and available for inspection during normal business hours. Agencies which undertake direct actions shall also consult with Section IV of the LWRP in making their consistency determination. The action shall be consistent with the policies to:
  1. Foster a pattern of development in the riverfront area that enhances community character, preserves open space, makes efficient use of infrastructure, makes beneficial use of a coastal location, and minimizes adverse effects of development.
  2. Protect water-dependent uses and promote siting of new water-dependent uses in suitable locations.
  3. Promote sustainable use of fish and wildlife resources.
  4. Protect and restore ecological resources, including significant fish and wildlife habitats, wetlands, and rare ecological communities.
  5. Protect and improve water resources.
  6. Minimize loss of life, structures, and natural resources from flooding and erosion.
  7. Protect and improve air quality.
  8. Promote appropriate use and development of energy and mineral resources.
  9. Minimize environmental degradation from solid waste and hazardous substances and wastes.
  10. Improve public access to and use of public lands and waters.
  11. Enhance visual quality and protect outstanding scenic resources.
  12. Preserve historic resources located in the waterfront revitalization area.

L. If the agency determines that the action would not be consistent with one or more of the LWRP policy standards and conditions, such action shall not be undertaken unless the agency makes a written finding with respect to the proposed action that:

1. No reasonable alternatives exist which would permit the action to be undertaken in a manner which will not substantially hinder the achievement of such LWRP policy standards and conditions.
2. The action would be undertaken in a manner which will minimize all adverse effects on such LWRP policy standards and conditions.
3. The action will advance one or more of the other LWRP policy standards and conditions:  
and
4. The action will result in an overriding City, regional or state-wide public benefit.

Such a finding shall constitute a determination that the action is consistent with the LWRP policy standards and conditions.

M. Each agency shall maintain a file for each action made the subject of a consistency determination, including any recommendations received from the Committee. Such files shall be made available for public inspection upon request.

#### Section 6. Enforcement.

The City Zoning Enforcement Officer and Building Inspectors shall be responsible for enforcing this Local Law. No work or activity on a project in the Coastal Area which is subject to review under this Local Law shall be commenced or undertaken until the Zoning Enforcement Officer has been presented with a written determination from an agency that the action is consistent with the City's LWRP policy standards and conditions. In the event that an activity is not being performed in accordance with this Local Law or any conditions imposed thereunder, the Zoning Enforcement Officer, Building Inspector or any authorized official of the City shall issue a stop work order and all work shall immediately cease. No further work or activity shall be undertaken on this project so long as a stop work order is in effect.

#### Section 7. Violations.

- A. A person who violates any of the provisions of, or who fails to comply with any conditions imposed by, this chapter shall have committed a violation, punishable by a fine not exceeding five hundred (500) dollars for a conviction of a first offense and punishable by a fine of one thousand (1,000) dollars for a conviction of a second or subsequent offense. For the purpose of conferring jurisdiction upon courts and judicial officers, each week of continuing violation shall constitute a separate violation.

B. The City attorney is authorized and directed to institute any and all actions and proceedings necessary to enforce this local law. Any civil penalty shall be in addition to and not in lieu of any criminal prosecution and penalty.

**Section 8. Severability.**

The provisions of this Local Law are severable. If any provision of this Local Law is found invalid, such finding shall not affect the validity of this Local Law as a whole or any part of provision hereof other than the provision so found to be invalid.

**Section 9. Effective Date.**

This Local Law shall take effect immediately upon filing with the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

EXPED.



# Legislative Branch

RL Number:  
16-194  
Date Submitted:  
9/29/16

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: Terry J. Kellogg  
Title/Department: Department of Public Works  
Contact Information: 607-772-7021, tjkellogg@cityofbinghamton.com

### RL Information

Proposed Title: A Resolution of the City to accept  
Legislation to authorize the acceptance of \$2,638.00 in grant funding from  
Broome County under the Health Department's Creating Healthy Schools and Communities Program to  
be used for Complete Streets related activities. Broome Co. Resolution 16-248 (7/21/16)

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

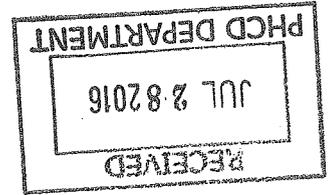
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

<b>OFFICE USE ONLY</b>	
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"/>

# Office of the Broome County Executive

*"The People's Office"*

Debra A. Preston, County Executive



July 25, 2016

City of Binghamton  
38 Hawley St.  
Binghamton, NY 13901  
ATTN: Juliet Berling

Re: Dept. of Health - CA 10-1075-10

Dear Contractor:

By Permanent Resolution No. 16-248, duly adopted on 7/21/16, the Broome County Legislature has authorized the undersigned to forward to you this letter agreement. Broome County accepts your proposal, a copy of which is annexed hereto and incorporated herein as Exhibit "A", for services, but only on the following terms and conditions.

City of Binghamton (hereinafter "Contractor") agrees to provide services for the Health Department's Creating Healthy Schools and Communities Program for the term 6/20/16-9/30/16, in accordance with the Contractor's proposal (Exhibit "A") and any plans and directions submitted to the Contractor by the County's Dept. of Health.

It is further understood that the Contractor will commence this work and will have all work required hereunder completed in a timely fashion and in compliance with any such time schedule as may be set by agreement of the Contractor and the County's Department of Health.

The County reserves the right to terminate this agreement at any time upon thirty (30) days written notice to the other party.

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation without the express, previous, written consent of Broome County.

For the full and satisfactory performance of the work and services hereunder, the County shall pay the Contractor, subject to audit by the Comptroller of Broome County, an amount not to exceed Two Thousand Six Hundred Thirty Eight Dollars (\$2,638.00).

It is understood and agreed by the parties that this Agreement shall be deemed executory only to the extent of money made available to the County through budgetary appropriations, and subject to budgetary limitations to carry out the purposes of this Agreement.

In consideration of this agreement, the Contractor agrees to indemnify, defend and hold harmless the County of Broome from and against any and all claims, suits, damages, costs, lawsuits, and expenses in any manner resulting from, arising out of or connected with the said work done or goods furnished by said Contractor.

Additionally, Contractor shall provide the County with a certificate of insurance evidencing coverages outlined in the contract insurance specifications, attached hereto and incorporated herein as Exhibit "B". All insurance coverages shall be maintained in full force and effect during the entire term of this agreement.

The Contractor agrees to comply with the HIPAA provisions attached hereto and incorporated herein as Exhibit "C".

If you are in agreement with the terms of this letter, please execute where indicated, in the lower left-hand corner of the letter, and return the original to the **BROOME COUNTY ATTORNEY'S OFFICE**, Edwin L. Crawford County Office Building, Government Plaza, Binghamton, New York, 13901. An extra copy is enclosed herewith for your records.

Enc.

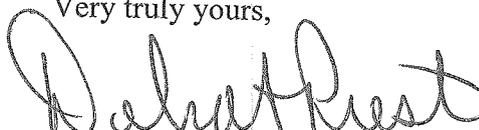
ACCEPTED:  
CITY OF BINGHAMTON

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Very truly yours,



DEBRA A. PRESTON  
County Executive

**Exhibit A**  
**City of Binghamton**  
Creating Healthy Schools and Communities Grant

Contract for Professional Services with:  
City of Binghamton  
38 Hawley Street  
Binghamton, NY 13901

**DURATION OF CONTRACT:** June 20, 2016 through September 30, 2016

**RE:** Reimbursement for requested services provided by the City of Binghamton in conjunction with the Creating Healthy Schools and Communities Grant c/o the Broome County Health Department

**CONTRACT SERVICES:**

- ❖ Attend BCHD sponsored Complete Streets educational trainings or other venues as requested.
- ❖ Develop and share Complete Streets Policy Action Plan with appropriate officials, departments and governing board.
- ❖ Work on the following Complete Streets initiatives:
  - ❖ Riverside Drive Phase 2
  - ❖ Leroy Street
  - ❖ Front Street (Riverside Drive to Clinton Street)
  - ❖ Conklin Avenue
  - ❖ State Street/West State Street/Chenango Street
- ❖ Develop and implement a Complete Streets policy for the City of Binghamton.
- ❖ Attend Leadership Team meetings conducted by Broome County Health Department to report progress.

**CONTRACT COST:**

- ❖ Not to exceed a total amount of \$2,638.00 for the above contract period, based upon successful completion of requested services

**CONTRACT CONDITIONS:**

- ❖ Contractor should inquire of lead agency as to purchases made to implement program
- ❖ Contractor may utilize funds to supplement current qualified staff or hire part-time staff to provide services as part of the Creating Healthy Schools and Communities Grant leadership team
- ❖ Contractor is expected to role model healthy policies.
- ❖ Contractor should consider and explore following options; healthy meeting guidelines, food procurement standards, healthy vending standards, and a paid leave policy for employees to receive breast, cervical or colorectal screenings.
- ❖ Contractor is responsible for phone charges, daily postage costs, duplicating costs and office supplies not provided by lead agency as an in-kind contribution
- ❖ Reimbursement will be based upon successful completion of requested services as provided in monthly progress reports submitted to lead agency project coordinator along with monthly voucher.
- ❖ If funding continues, contract renewal is anticipated based on outcome of prescribed deliverables.

## Risk Management & Insurance Specifications

Project Description or Contract Number	Contract is specific to providing services regarding Complete Streets policies & enhancing streets to make them more walkable, bikeable & usable for people of all ages & abilities. To provide mentor services to other municipalities regarding Complete Streets polices.	
Date Issued	May 11, 2016	
Vendor name ("Contractor")	City of Binghamton / Department of Planning	
County/Department	Health	Stacy McCabe

**Please read these specifications very carefully.** These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

### **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

EXHIBIT B

**Part II. Required Insurance – Minimum coverage types and amounts**

1.

Coverage Type	Minimum Limits
<b>Commercial General Liability (CGL) including:</b> <ul style="list-style-type: none"> <li>➤ Products &amp; completed operations shall not be excluded.</li> <li>➤ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.</li> <li>➤ <b>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</b></li> </ul>	<b>\$1,000,000-\$2,000,000</b> Per occurrence / minimum annual aggregate limit
<b>Automobile Liability (Comprehensive Form)</b> Must cover owned, non-owned, and hired vehicles	<b>\$1,000,000</b> Combined Single Limit
<b>Workers' Compensation and Employer's Liability SEE #3</b> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory amount / <b>\$100,000</b>
<b>Disability Insurance SEE #4</b> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory limits

2. The certificate face shall:

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

3. Proof of Workers' Compensation Coverage must be provided on NYS issued form C-105.2 or U-26.3. Exemption should be provided on CE-200

4. Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB-820/829 or DB-155. Exemption should be provided on CE-200.

5. Proof of either Workers' Compensation Ins. or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law

6. The Additional Insured & Certificate Holder should read:

County Of Broome  
**Attn:** Office of Risk & Insurance Management  
 PO Box 1766  
 Binghamton, NY 13902-1766

### Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all losses, penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s); lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

### Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event that Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into by and between Broome County ("Covered Entity") and the City of Binghamton the entity that is a party to the contract that this Agreement is made a part of ("Business Agreement").

### Definitions

Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the same meaning as those terms in the Electronic Transaction, Security or Privacy Rule, as the case may be.

### Specific definitions:

- (a) Breach, as defined by 45 CFR § 164.402, means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under 45 CFR §164.500 et seq. which compromises the security or privacy of the protected health information. A use or disclosure of protected health information that does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information. Breach excludes uses or disclosures described by 45 CFR § 164.402(2).
- (b) Covered Entity means Broome County.
- (c) Electronic Transaction Rule means the standards for processing Standard Transactions and code sets at 45 CFR Parts 160 and 162.
- (d) Individual has the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (f) Protected Health Information has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
- (h) Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subpart C.
- (i) Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

## Obligations and Activities of Business Associate

- (a) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Agreement. In addition, Business Associate agrees to implement Administrative, Physical and Technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to Covered Entity any Security Incident of which it becomes aware as required by the Security Rule.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR § 164.524.
- (g) Business Associate will accept all amendments of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as PHI is maintained in a Designated Record Set) received from the Covered Entity, in accordance with 45 CFR 164.526. In the event an individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall, within two (2) days, forward such request to the Covered Entity.
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (i), to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(k) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(l) Business Associate shall, following the discovery of a Breach of Unsecured Protected Health Information, notify the Covered Entity of such Breach.

(1) A Breach shall be treated as discovered by a Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with the federal common law of agency).

(2) Except as provided in 45 CFR § 164.412, a Business Associate shall provide the notification required by 45 CFR § 164.410 without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.

(3) The notification required by 45 CFR § 164.410 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach.

(4) A Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 CFR § 164.404(c) at the time of the notification required by 45 CFR § 164.410 or promptly thereafter as information becomes available.

(5) If a law enforcement official states to the Business Associate that a notification, notice, or posting required under 45 CFR § 164.400, et seq. would impede a criminal investigation or cause damage to national security, the Business Associate shall:

(i) If the statement is in writing and specifies the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the official; or

(ii) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in the preceding paragraph is submitted during that time.

(6) In the event of a Use or Disclosure in violation of § 164.500 et seq., the Business Associate shall have the burden of demonstrating that all notifications were made as required by this Agreement or that the Use or Disclosure did not constitute a Breach, as defined at § 164.402.

## Permitted Uses and Disclosures by Business Associate

### General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract that this Agreement is made a part of, provided that such Use or Disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity.

### Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) Disclosures are Required By Law, or (ii)(A) Business Associate obtains reasonable assurances from the person to who the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

(d) Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

### Term and Termination

(a) *Term.* The term of this Agreement shall be effective as of the effective date of the contract that this Agreement is made a part of, and shall terminate when all the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the contract that this Agreement is made a part of if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement and the contract that this Agreement is made a part of if Business Associate has breached a material term of this Agreement and, in the Covered Entity's sole discretion, cure is not possible; or

(3) If, in the Covered Entity's sole discretion, neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### **Miscellaneous**

(a) *Regulatory References.* A reference in this Agreement to a section in the Electronic Transaction, Privacy or Security Rule means the section as in effect or as amended.

(b) *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Electronic Transaction, Privacy or Security Rule, or any applicable state law.

(c) *Survival.* The respective rights and obligations of Business Associate under the Section of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Electronic Transaction, privacy or Security Rule.

(e) *Right of Audit.* The Covered Entity shall have the right at all reasonable times and upon reasonable notice to Business Associate to audit and examine the records of the Business Associate insofar as such examination relates to, and is limited by, the Business Associate's obligations as set forth under this Agreement. Such audits may involve examinations of any or all Uses and Disclosures of the Protected Health Information made by the Business Associate, as well as a review of the safeguards implemented by the Business Associate to protect Protected Health Information. This right of audit may be exercised by members of the Covered Entity or by its duly authorized representative. The Covered Entity shall bear all reasonable expenses of the audit.

(f) *Indemnification.* In the event the Covered Entity or its agents are made parties to any judicial or administrative proceeding or any claims arising in whole or in part out of a breach caused by the

Business Associate and or its employees, agents or subcontractors the Business Associate shall indemnify, defend and hold the Covered Entity harmless for (i) reasonable expenses the Covered Entity incurs in notifying affected individuals and (ii) any and all judgments, settlements, damages and costs (including reasonable attorneys' fees and civil penalties under the Electronic Transaction, Privacy and Security Rules) which the Covered Entity incurs or pays as a result of the breach caused by the Business Associate except that the Business Associate shall not be required to reimburse the Covered Entity for such amounts if the court rendering the judgments or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees or penalties with respect thereto) was caused by the negligence, fraud or criminal conduct of the Covered Entity or agents.

In the event the Business Entity or its agents are made parties to any judicial or administrative proceeding or any claims arising in whole or in part out of the alleged or actual negligent or unlawful performance by the Covered Entity and or its employees, agents or subcontractors of any of its obligations under this Agreement, the Covered Entity shall indemnify, defend and hold the Business Associate harmless for any and all judgments, settlements, damages and costs (including reasonable attorneys' fees and civil penalties under the Electronic Transaction, Privacy and Security Rules) which the Business Associate incurs or pays in connection therewith, except that the Covered Entity shall not be required to reimburse the Business Associate for such amounts if the court rendering the judgments or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees or penalties with respect thereto) was caused by the negligence, fraud or criminal conduct of the Business Associate or agents.

(g) *Counterparts.* This Agreement may be signed in counterparts, which together will constitute one agreement.

(h) *Successors and Assigns.* This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not be unreasonably withheld or delayed.

(i) *No Third party Beneficiaries.* Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies or obligations whatsoever.

Intro No. 12  
Date 7/21/16  
Reviewed by cmc  
Co. Attorney  
Date 6/21/16

**RESOLUTION**  
**BROOME COUNTY LEGISLATURE**  
BINGHAMTON, NEW YORK

Permanent No. 2016-248  
Date Adopted 7/21/16  
Effective Date 7/25/16

**Sponsored by:** Health & Human Services and Finance Committees  
**Seconded by:** Hon. Scott D. Baker

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF BINGHAMTON FOR SERVICES RELATED TO THE DEPARTMENT OF HEALTH'S CREATING HEALTHY SCHOOLS AND COMMUNITIES GRANT FOR 2016**

WHEREAS, the Director of Public Health requests authorization for an agreement with the City of Binghamton for services related to the Department of Health's Creating Healthy Schools and Communities Grant at a cost not to exceed \$2,638 for the period June 20, 2016 through September 30, 2016, and

WHEREAS, said agreement is necessary to perform duties associated with improving the built environment in the City of Binghamton, mentoring other municipalities to encourage increased and sustained physical activity opportunities through the activities of the Creating Healthy Schools and Communities Grant, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the City of Binghamton, 38 Hawley Street, Binghamton, New York 13901 for services related to the Department of Health's Creating Healthy Schools and Communities Grant for the period June 20, 2016 through September 30, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$2,638 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 25010004.6004146.2510510 (Subcontracted Program Expense), and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 21st day of July, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of July, 2016.

Date sent to County Executive July 22, 2016  
Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 7/25, 2016

**Creating Healthy Schools and Communities**  
**OTPS Allowable and Disallowable Expenses**  
**October 2015**

1. Any items purchased must be sustainable - such as durable goods/supplies for conducting physical activities, recess, Safe Routes to School Programs, and increasing availability and consumption of healthy food, etc.
  2. Cannot request funds for capital construction such as paving a trail, building renovation or construction, sidewalk construction, kitchen improvements, installation of equipment and water jets/fountains, etc. If contract manager approves the purchase and, in theory, NYS DOH could reclaim an item, then it is not considered a capital improvement.
- A. **Allowable items** (this is not an exhaustive list; always discuss with your contract manager for final approval)
- Substitute teacher reimbursement for policy meetings and related staff development
  - Professional development related to policy/environmental changes
  - A program that includes a curriculum or educational materials such as CATCH, SPARK, Activity Works, Move to Improve, etc. The program should be integrated into the core curriculum or as daily/weekly policy practice.
  - Durable goods and supports that will become part of newly developed policy components such as PE supplies for lifelong physical activity, (i.e. tennis rackets, roller blades, bikes, snow shoes, cross county skis, etc, and any protective gear needed); equipment that supports a nutrition policy and will benefit all students (i.e. salad bar, mobile food cart for breakfast in the classroom, and small scale food appliances); and point of purchase or awareness signage about improved school environment.
  - Professional Development training related to the grant deliverables
  - Traditional media such as newspaper advertisements to create awareness and public interest in environmental and/or policy changes that provide more opportunities for physical activity and good nutrition. Print ads and banners.
  - Playground equipment, non-capital surfacing material, signage, bike racks, benches, signage, soil, compost, garden tools, watering basins, fencing, signage, timbers, picnic tables, dog waste stations, and street calming materials
  - Communication about health promotion, ads, production & distribution
  - Materials to enhance display of fruits & vegetables at convenience stores; Trails: materials for events or programs that promote trail usage; Complete Streets: signage to mark meeting location for Community Ride, materials to implement street improvements, tactical urbanism and bike + ped plans (such as signage, crosswalk markers, sharrow stencils, paint etc.)

- Trail bridges and boardwalks in wetlands(multi use path materials, maps, benches, trail markers, kiosks, signs, mulch, sand, shared road signs, traffic calming landscaping, crosswalk signs, paint, lighting, benches, planters, etc.
- Improve food quality in stores: racks, advertising, small refrigerators, shelving, etc.

**B. Disallowed items**

- Prevention education/curriculum (consumables) that are provided to teachers or communities without training or as one-time/once per year strategies.
- Educational materials/pamphlets/handouts
- Items that will be used in one-time events, including Health Fairs, staff and student incentives/giveaways at presentations, trainings, etc.
- Capital construction (i.e., permanent changes to buildings, paving and or sidewalk construction, other capital construction)

Complete Streets Design Meeting  
Monday, April 25 at 1:30PM  
Broome County Planning Dept. Conference Room

MEETING NOTES

1. Attendance: Juliet Berling, Franco Incitti, Terry Kellogg, Ray Standish, Mary McFadden, Erin Monroe, Jennifer Yonkoski, Scott Reigle
2. Complete Streets (CS) Initiatives:
  - a. **BMTS Complete Streets Policy**: Policy adoption anticipated on June 9, 2016. The Policy is based on previous local & state CS policies, legislation, and transportation projects. The BMTS CS Policy impacts the decision making process regarding Federal funding of BMTS area transportation projects. The BMTS CS Policy also includes roadway design guidance and calls for BMTS Central Staff to assist municipalities in developing and implementing their own CS Policies. An outcome of the BMTS CS Policy is to institutionalize annual or biannual meetings with municipalities to review roadwork planned for each year to be sure opportunities are taken for complete streets elements for each project.
  - b. **NYS Complete Streets Legislation**: Signed into law August 15, 2011, and became effective on February 11, 2012. NYSDOT Complete Streets Checklist was created as a result of the NYS CS Policy and is used beginning at the Initial Project Proposal (IPP) stage and throughout the project
  - c. **City of Binghamton Sustainable Complete Streets Policy**: Adopted as a policy on July 20, 2011.
  - d. **BC Health Dept.**: Mary shared that the Healthy Communities Grant can provide funding (a few thousand dollars) for staff time to initiate/implement their CS Policy.
  - e. **United Way**: Erin shared that the Healthy Lifestyle Coalition deals mainly with the City's North Side, advocating for there to be better access to schools and healthy foods. There is also a bike program, called Fresh Cycles, where kids are taught about bike maintenance and cycling safety. Kids earn a bicycle after putting in the work to restore it.
3. Projects
  - a. Roadways:
    - **Riverside Dr.-Phase 2**: Sharrows should not be installed where enough space exists for a bike lane. Recommend installing bike lanes for the entire length of Phase 2 if possible. Bike lanes exist on the JC side of Riverside Dr., so it is desirable to match bicycle roadway treatments where municipal borders meet.
    - **Leroy St.**: Sharrows that have been installed last year are already fading. The same is true for Riverside Dr. – Phase 1. Recommend more durable material be used when the sharrows are maintained/repaired.
    - **Front St. (Riverside Dr. to Clinton St.)**: Recommend, due to space constraints, to add sharrows to this segment to complete the corridor and match the sharrows planned for the Front St. Gateway project.
    - **Conklin Ave.**: Microsurfacing was done from the eastern City border with Conklin westward. Another layer needs to be added this year. Bike lane symbols will be added to the bike lanes once the final layer is completed.

- **State St./W. State St./Chenango St.:** Much attention has been given to this section of roadway over the past two years, with the City having expressed support for the following recommendations.
  - It is recommended that bike lanes be installed along the project limits as much as possible, and sharrows where space doesn't allow for bike lanes.
  - Recommend the four lanes section to be restriped as two travel lanes with one center turning lane, as well as 5-6 foot bike lanes.
  - Recommend high-visibility crosswalks with in-road yield to pedestrian signs on W. State St. at State St. split-off, as well as at N. Way St.
  - Recommend a high-visibility crosswalk with in-road yield to pedestrian sign at a mid-block crossing of W. State St. about half-way between N. Way St. and Chenango St.
  - Note that curb ramps along the entire project area need to be brought up to ADA standards.
  - Scott to contact Mari about asking Binghamton Plaza owner about delineating the access to the Two Rivers Greenway as a part of the mural project for the back of the Plaza.
- **Main St.:** Main St. is designated as Local Bike Route 1. Recommend installing bike lanes where enough street width is present, and sharrow in all other locations.
  - **NOTE** that bike lanes are shown in Google Streetview on Main St., approaching the Glenwood Ave. intersection from the east and west.
- **2016 Road Construction List:** Once this list is done, BMTS is available to meet with the City to review the road projects and identify possible complete street elements to be included.

b. Bridges:

- **South Washington St. Bridge Rehabilitation:** This project is expected to begin next month (i.e. May). Scott to provide Ray & Terry with bike ramp design plans for the north side of the bridge. Plans are being made to make the bridge more "park-like" after the rehab is completed. Bridge lighting options are also to be investigated after the rehab.
- **Clinton St. Bridge:** This project is in the midst of scope and design revision. Originally was scheduled for completion during November 2016, but that is unlikely.

c. TAP Project:

- **State St. Improvement Project:** Recommended consideration of installing separated bike lanes between on-street parking and the curb. Moveable physical barriers between parking and the bike lane, such as planters or "candle sticks" can be used to allow for plowing and sweeping. According to the NACTO Urban Bikeway Design Guide ([www.NACTO.org](http://www.NACTO.org)), striping the separation without a physical barrier is also a possibility.

d. Two Rivers Greenway/Walking-Biking Trails:

- **TRG Signing Project:** Only waiting for Village of Owego signature and paperwork to have this project move forward.
- **Susquehanna North Bank Trail:** Construction to start in one or two months depending on the turnaround time between the NYS DEC and the Army Corps of Engineers regarding flood wall swing gate design approval.

- **Cheri Lindsey Park to Bevier St. Trail:** Project will go out to bid after getting the OK for the temporary easements, and after the City Traffic Board reviews the plan for removal of parking spaces.
- **Route 434 Greenway - Downtown Binghamton to Binghamton University: Phase 1 – S.** Washington St. Bridge to Rush Ave., to be let during Fall 2016. Neighborhood meeting for Rush Ave. residents scheduled for May 16, and a Public Information Meeting is scheduled for June 1.

4. Next Steps/Action Items

- BMTS will assist City with designs of projects.
- BMTS will meet with the City to review the 2016 list of road projects and identify possible complete street elements to be included
- Scott to contact Mari about asking Binghamton Plaza owner about delineating the access to the Two Rivers Greenway as a part of the mural project for the back of the Plaza.
- Scott to provide Ray & Terry with bike ramp design plans for the north side of the bridge.
- Mary to contact Juliet regarding grant funding available for staff time toward implementing Complete Streets.

5. Complete Streets Training

September (*day to be determined*) from 5:00 – 7:30 PM  
Chenango Town Hall



# Legislative Branch

EXP.

RL Number: 16-192  
Date Submitted: 9/29/10

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: William Barber  
Title/Department: Commissioner, Parks & Recreation  
Contact Information: 772-7017

### RL Information

Proposed Title: Transfer needed to cover Carousel horse repair, general operating supplies, construction materials to include fireman's memorial, E.D.R. memorial expenses, general park imp. & lifeguard expenses due to hot summer.

Suggested Content: See attached  
To amend the 2016 Parks Budget to fund various  
Expansion VARIOUS

### 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"/>

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A7110.51800 Temp. Serv.	A7110.54102 Gen. Oper. Sup.	\$1,500.00
A7110.51800 Temp. Serv.	A7110.54120 Carousel Repairs	\$6,000.00
A7110.51800 Temp. Serv.	A7110.54410 Prof. Serv.	\$5,000.00
A7110.51800 Temp. Serv.	A7180.54640 Parks Impr./Maint.	\$1,000.00
A7140.51800 Temp. Serv.	A7110.54130 Constr. Mat.	\$2,500.00
A7140.51800 Temp. Serv.	A7180.51800 Temp. Serv. Pools	\$12,500.00

Total: 28,500



# 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: 9/27/16

I respectfully request the below described transfer of funds due to the following reasons:

Transfer needed to cover Carousel horse repair, general operating supplies, construction materials to include fireman's memorial, E.D.R. memorial expenses, general park imp. & lifeguard expenses due to hot summer.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A7140.51800 Temp. Serv.	A7110.54130 Constr. Mat.	\$2,500
A7140.51800 Temp. Serv.	A7180.51800 Temp. Serv. Pools	\$12,500

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.

SEE ATTACHED

Signature: [Signature]

Date: 9.27.2016

### OFFICE USE ONLY

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

Signature: [Signature]

Date: 9.27.16

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: \_\_\_\_\_

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A7110.51800 Temp. Serv.	A7110.54102 Gen. Oper. Sup.	\$1,500
A7110.51800 Temp. Serv.	A7110.54120 Carousel Repairs	\$6,000
A7110.51800 Temp. Serv.	A7110.54410 Prof. Serv.	\$5,000
A7110.51800 Temp. Serv.	A7180.54640 Parks Impr./Maint.	1,000



# Legislative Branch

RL Number:  
16-196  
Date Submitted:  
9/30/10

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: Ray Standish, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

### RL Information

Proposed Title: Resolution to Approve a Supplemental Agreement No. 2, for the E. Clinton St.

Bridge Rehabilitation Project, PIN No. 9753.85, with the NYSDOT.

Suggested Content: A Resolution to approve a Supplemental Agreement No. 2 for the E. Clinton St.

Exchange St. Bridge Rehabilitation Project, PIN 9753.85 for additional design funding. The new total

funding for the design portion of this project is \$260,000. Federal share of this amount will be \$208,000

(80%), State Marchiselli share will be \$39,000 (15%), & the Local share will now be \$13,000 (15%). This

**Supplemental No. 2 also amends the contract end date to 12/31/20. Funding is in**

**budget line H5120.525025.40914 - E. Clinton St. Bridge for \$180,000 which is the**  
Does this RL concern grant funding? Yes  No  **additional funding amt.**

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). R14-62

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"/>



Department of  
Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

JOHN R. WILLIAMS, P.E.  
Regional Director

September 16, 2016

Mr. Ray Standish, P.E.  
City Engineer  
City of Binghamton  
38 Hawley Street  
Binghamton, New York 13901

Dear Mr. Standish:

**RE: PIN 9753.85, BIN 2226120, D034256  
EAST CLINTON STREET BRIDGE OVER CHENANGO RIVER  
CITY OF BINGHAMTON, BROOME COUNTY**

Enclosed for processing are five copies of Supplemental Agreement # 2 to Master Federal-Aid Local Project Agreement (D034256) to perform the Preliminary Engineering/Design work. The work involves the rehabilitation of the East Clinton Street Bridge over the Chenango River in the City of Binghamton, Broome County. This is a Locally Administered Project.

All five copies must have original signatures and all five copies must be notarized. Please return all five copies to our Regional Office at 44 Hawley Street, Binghamton, New York 13901 for further processing. A completed copy will be returned to you once the agreement has been fully executed.

The estimated cost of the Preliminary Engineering/Design work has increased from \$80,000 to \$260,000, an increase of \$180,000. The City will be reimbursed 80% of \$260,000, or \$208,000, with Federal funds. The City will also be reimbursed 15% of \$260,000, or \$39,000, with State Marchiselli funds. Therefore, the necessary City Resolution must authorize an additional \$180,000 for the increased cost of this phase of the project.

If you have any questions or need assistance in this matter, please contact Linda Halaburka in our Regional Planning and Program Management Office at (607) 721-8274.

Sincerely,

*for Linda Halaburka*  
Pamela M. Eshbaugh, P.E.  
Regional Planning & Program Manager

Sponsor: City of Binghamton  
PIN: 9753.85 BIN: 2226120  
Comptroller's Contract No. D034256  
Supplemental Agreement No. 2  
Date Prepared: 09/16/2016 By: LEH  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 2 to D034256 (Comptroller's Contract No.)**

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of Binghamton (the Sponsor)  
Acting by and through the Mayor, Richard C. David  
with its office at 38 Hawley Street, Binghamton, New York 13901.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (check and enter the # phase(s) as applicable):
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after   /  /
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after   /  /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases; Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Binghamton  
PIN: 9753.85 BIN: 2226120  
Comptroller's Contract No. D034256  
Supplemental Agreement No. 2  
Date Prepared: 09/16/2016 By: LEH  
Initials

Press F1 for instructions in the blank fields:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF **BROOME**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

BY: \_\_\_\_\_  
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

SCHEDULE A -- Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 9753.85

JSC Municipal Contract #: 034256 Contract Start Date: 10/16/2013 Contract End Date: 12/31/2020

Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): City of Binghamton

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals ROW Acquisition Construction/CI/CS

Work Type: BR REHAB County (If different from Municipality): Broome

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: BIN 2226120; East Clinton Street Bridge over the Chenango River; City of Binghamton; Broome County

Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.

Table with columns: Check box to indicate change from last Schedule A, State Fiscal Year(s), Project Phase (PE/Design, ROW (RI & RA), Construction/CI/CS), TOTAL. Rows include Cumulative total for all prior SFYs and Current SFY 16/17.

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Summary table with columns: PIN Fiscal Share, "Current" or "Old" entry indicator, Federal Funding, Total Costs, FEDERAL Participating Share, STATE MARCHISELLI Match, LOCAL Matching Share, LOCAL DEPOSIT AMOUNT (Required only if State Administered). Includes a TOTAL CURRENT COSTS row.

**NYSDOT/State-Local Agreement - Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

<b>C. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>D. Total Project Costs</b> All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$208,000.00	\$39,000.00	\$ 0.00	\$13,000.00	\$260,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Linda Halabura</u> Phone No: <u>607-721-8274</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**Footnotes:** (See LPB's website for link to sample footnotes)

- Let date changed from 11/28/16 to 01/27/2017.
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- 
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-

**APPENDIX 2-S  
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: February 19, 2014

Sponsored by Council Members: Motsavage, Mihalko, Berg, Webb, Papastrat, Matzo, Rennia

Introduced by Committee: Public Works/Parks and Recreation

RESOLUTION  
*entitled*

A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO AN AGREEMENT WITH NYSDOT FOR  
FOR DESIGN WORK FOR THE EAST CLINTON  
STREET BRIDGE REHABILITATION PROJECT  
PROJECT, PIN 975385, D034256

WHEREAS, a project for the rehabilitation of the East Clinton Street Bridge over the Chenango River, P.I.N. 975385 (the "Project"), is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds; and

WHEREAS, the City of Binghamton desires to advance the Project by making a commitment of 100% of the Federal and non-Federal share of the Preliminary Engineering work at a cost of \$80,000.

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

RESOLVE that the Council of the City of Binghamton hereby approves the above-subject Project; and be it further

RESOLVED that the Council of the City of Binghamton hereby authorizes the City of Binghamton to pay in the first instance 100% of the Federal and non-Federal share of the costs of the Preliminary Engineering work for the Project or portions thereof; and be it further

RESOLVED that the sum of \$80,000.00 is hereby appropriated from the 2014 Capital Improvement Plan and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED that in the event the full Federal and non-Federal share costs of the project exceeds the amount appropriated above, the Council of the City of Binghamton shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and be it further

THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Dated: February 19, 2014

RESOLVED that the Mayor of the City of Binghamton be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal-aid and/or Marchiselli-aid on behalf of the City of Binghamton with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Municipality's first instance funding of projects costs and permanent funding of the local share of Federal-aid and State-aid eligible Project costs and all Project costs within appropriation therefore that are not so eligible; and be it further

RESOLVED that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED that this Resolution shall take effect immediately.

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 2/19/14 Approved by the  
Mayor on 2/20/14





# Legislative Branch

EXP.

RL Number:  
16-187  
Date Submitted:  
9/15/16

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: Binghamton-Johnson City Joint Sewage Board  
Title/Department: POC: Charlie Pearsall, Business Manager, BJCWWTP  
Contact Information: cpearsall@stny.rr.com, 607.729.2975

### RL Information

Proposed Title: Transfer of Capital and Flood Capital Fund to the Municipal users  
proportionally towards 2015 ratified flows.

Suggested Content: The B-JC Joint Sewage Board requests legislation to reduce the Board's  
Capital Fund by \$2,641,263.81 and the Flood Capital Fund by \$3,917,240.86 to be returned propor-  
tionally to the users based on the 2015 ratified flows and instruct the City Comptroller to reduce the  
two Capital Fund balances by project line as per the attached sheets, and issue checks to users.

### 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-Johnson City  
JOINT SEWAGE BOARD



Ray L. Standish, P.E.  
Gary Holmes  
Edward Crumb

Stephen Andrew  
George Kolba, Jr.  
Ron C. Davis

**CERTIFICATE OF RESOLUTION OF THE  
BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REGARDING:  
TRANSFER OF CAPITAL & FLOOD CAPITAL FUND TO THE MUNICIPAL USERS  
PORPORTIONALLY TOWARDS 2015 RATIFIED FLOWS**

I, Michele Cuevas, Confidential Secretary of the Binghamton-Johnson City Joint Sewage Board, DO HEREBY CERTIFY that, at the special meeting of the Binghamton-Johnson City Joint Sewage Board held on September 01, 2016, duly convened and a quorum being present and participating throughout the subject action set forth below, the following RESOLUTION was duly adopted on motion duly made, seconded, and carried, which RESOLUTION remain in full force and effect:

Board Members present:

George Kolba, Jr., (Chairman), Edward Crumb, Ray Standish, Stephen Andrew, Gary Holmes and Ron Davis

**Motion made by Edward Crumb to transfer \$2,641,263.81 from Capital Fund & \$3,917,240.86 from Flood Capital Fund (see attached sheets) to all municipal users 2015 ratified flows proportionally also if any municipal user that has an outstanding balance they may deduct this amount from their refund.**

**Seconded by Stephen Andrew.**

**Motion carried: 6 ayes, 0 nays**

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolution duly adopted at the aforesaid meeting of the Joint Sewage Board in accordance with the provisions of said Board's By-Laws, that the resolution has not in any way been rescinded or annulled, and that the resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Confidential Secretary of the Joint Sewage Board, this 15<sup>th</sup> day of September, 2016.

Michele Cuevas

Confidential Secretary, Joint Sewage Board

Charles Pearsall

Business Manager, Joint Sewage Board

Catherine P. Young, Superintendent  
Binghamton-Johnson City Joint Sewage Treatment Facilities  
4480 Vestal Road, Vestal, New York 13850  
Phone: 607-729-2975 Fax: 607-729-3041  
Email: bjcwwtp@stny.rr.com

**REQUEST FOR LEGISLATION  
TO THE  
BOARD OF TRUSTEES  
OF THE  
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board  
Title & Department, if applicable: POC: Charlie Pearsall, Business Manager  
Address: 4480 Vestal Road  
Vestal, NY 13850  
Telephone: 765-6870 (cell)

**SUGGESTED TITLE:** Transfer of Capital and Flood Capital Fund to the Municipal Users proportionally  
Towards the 2015 ratified flows.

**PURPOSE OF LEGISLATION:** The Binghamton-Johnson City Joint Sewage Board resolved to release funds  
from the Flood Capital and regular Capital Funds of the Wastewater Treatment Plant for those projects  
which have been assumed by the Lead Agency or have been superseded by design changes in the overall  
plant rehabilitation project.

**SUGGESTED CONTENT:** The Binghamton-Johnson City Joint Sewage Board requests the Owners to enact  
legislation to transfer \$2,641,283.81 from the Flood Capital Fund and \$3,917,240.86 from the Capital  
Fund to be returned to the users of the Wastewater Treatment Plant based on the Approved 2015  
Flows. The Board's Chief Financial Officer should generate checks to return the funds to the entities  
who funded the capital through the government entity fees. List of projects attached.

PROPOSED TRANSFERS TO MUNICIPAL USERS FROM CAPITAL FUND

		*****					
Enc'd/Req'd Funds	Available Budget	Transfer Amount	Remaining Available Budget	Org	Object	Project	Description
\$ 1,173.10	\$ 100,966.14	\$ 65,000.00	\$ 35,966.14	JH8130	554005		SAFETY
\$ -	\$ 1,003,403.00	\$ 750,000.00	\$ 253,403.00	JH8130	554006		BLDG MECH HVAC IMPROV
\$ 17,696.55	\$ 7,656.07	\$ 7,656.07	\$ -	JH8130	554008		TRAINING RM / OFFICES
\$ -	\$ 71,622.72	\$ -	\$ 71,622.72	JH8130	554010		ROOF REPAIR & REPLACEMENT
\$ -	\$ 80,555.00	\$ 80,555.00	\$ -	JH8130	554013		TPS CHANNEL GRINDER
\$ 1,652.46	\$ 8,848.52	\$ -	\$ 8,848.52	JH8130	554022		SCADA
\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	JH8130	554023		SECURITY/FENCING/CAMERAS
\$ -	\$ 31,000.00	\$ -	\$ 31,000.00	JH8130	554024		PRIMARY/THICKNER/ALMA VLV
\$ -	\$ 36,191.73	\$ -	\$ 36,191.73	JH8130	554025		REPLACEMENT DRIVES
\$ -	\$ 40,505.67	\$ 40,505.67	\$ -	JH8130	554027		HH/TPS ELEC/SWITCHGEAR
\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	JH8130	554029		ENERGY EFFICIENCY IMPROV
\$ 89,703.85	\$ 41,882.32	\$ 41,882.32	\$ -	JH8130	554030		DIGESTER #3 LEAK RPR/CTNG
\$ -	\$ 75,000.00	\$ 75,000.00	\$ -	JH8130	554035		ARCH & ENG SVS FOR LAB SP
\$ -	\$ 61,712.00	\$ -	\$ 61,712.00	JH8130	554036		HYDRAULIC/SOLIDS STR STUDY - TPS
\$ -	\$ 162,044.83	\$ 12,044.83	\$ 150,000.00	JH8130	554039		PROF SVCS FOR CAPITAL PROJECTS
\$ -	\$ 271,033.07	\$ 96,033.07	\$ 175,000.00	JH8130	554040		CAPITAL CONTINGENCY FUND
\$ -	\$ 15,750.00	\$ 15,750.00	\$ -	JH8130	554041		CHLOR BLDG CEM FILL SNT RT
\$ -	\$ 113,000.00	\$ 113,000.00	\$ -	JH8130	554042		E SCRIB BLDG PL CODE IMPROV
\$ -	\$ 6,250.00	\$ -	\$ 6,250.00	JH8130	554044		CENTRIFUGE RM STR REP
\$ 200,658.84 †	\$ 1,398,678.01	\$ 1,099,336.85	\$ 299,341.16	JH8130	554045		DIGESTER 5-YR CYCLICAL CL
\$ -	\$ 11,500.00	\$ 11,500.00	\$ -	JH8130	554047		MAGMETER FOR DIGESTER LNS
\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	JH8130	554048		INFLUENT PMPS COOLING W SY
\$ -	\$ 25,500.00	\$ 25,500.00	\$ -	JH8130	554057		BLOWER BLDG MCC/TRANS/DIST
\$ -	\$ 10,500.00	\$ 10,500.00	\$ -	JH8130	554059		ELECTRICAL CODE COMPL IMPROV
\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	JH8130	554062		SCADA-COMPATIBLE VALVES & DEVC
\$ -	\$ 445,000.00	\$ -	\$ 445,000.00	JH8130	554063		PLANT OUT/FL PERIODIC DREDGING
\$ 26,243.63	\$ 256.62	\$ -	\$ 256.62	JH8130	554064		REPLACEMENT VEHICLES
\$ -	\$ 8,436.19	\$ -	\$ 8,436.19	JH8130	554065		HEAD HSE NATRL GAS PIPING UPG
\$ -	\$ 150,000.00	\$ 150,000.00	\$ -	JH8130	554067		CHLORINE BUILDING RENOV
\$ 1,573.79	\$ 15,908.59	\$ -	\$ 15,908.59	JH8130	554069		TPS WATER SYSTEM UPGADE
\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	JH8130	554071		DIGESTER 3-WAY VALVE
\$ -	\$ 444,525.00	\$ -	\$ 444,525.00	JH8130	555555	J0001	NYS DEC WATER QUALITY IMP AWRD
<b>\$ 338,702.22</b>	<b>\$ 4,739,725.48</b>	<b>\$ 2,641,263.81</b>	<b>\$ 2,098,461.67</b>				
*****							

† - need to cancel/liquidate remaining/outstanding contract

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PROPOSED TRANSFERS TO MUNICIPAL USERS FROM FLOOD CAPITAL FUND

Enc'd/Req'd Funds	Available Budget	***** Transfer Amount	Remaining Available Budget	Org	Object	Description
\$ -	\$ 1,181,059.12	\$ -	\$ 1,181,059.12	JF8130	559100	FLD CAPITAL FUND-REC PROJECTS
\$ -	\$ 1,530.00	\$ 1,530.00	\$ -	JF8130	559101	PUBLIC ADJUSTER FEE
\$ 1,390.00	\$ (695.00)	\$ -	\$ (695.00) ‡	JF8130	559104	EMERGENCY RESPONSE
\$ 2,381.25	\$ 37,110.51	\$ -	\$ 37,110.51	JF8130	559105	PROFESSIONAL SERVICES
\$ -	\$ -	\$ -	\$ -	JF8130	559106	FRP-BLDG1 (COMPOST FAC)
\$ -	\$ -	\$ -	\$ -	JF8130	559107	FRP-BLDG2 (E SCRUBBERS)
\$ -	\$ 85,000.00	\$ 85,000.00	\$ -	JF8130	559108	FRP-BLDG3 (THICKNERS 2&3)
\$ -	\$ 455,236.96	\$ 455,236.96	\$ -	JF8130	559109	FRP-BLDG4A (DIGESTER#2)
\$ -	\$ 453,156.72	\$ 453,156.72	\$ -	JF8130	559110	FRP-BLDG4B (DIGESTER#1)
\$ -	\$ 1,049,066.16	\$ 1,049,066.16	\$ -	JF8130	559111	FRP-BLDG4B1 (DIG 1& 2 CNTL)
\$ -	\$ 524,224.57	\$ 524,224.57	\$ -	JF8130	559112	FRP-BLDG4C (DIGESTER#3)
\$ -	\$ 868,185.42	\$ 868,185.42	\$ -	JF8130	559113	FRP-BLDG4C2 (DIG 3 CNTRL)
\$ -	\$ -	\$ -	\$ -	JF8130	559114	FRP-BLDG5 (THICK#1 CNTRL)
\$ -	\$ -	\$ -	\$ -	JF8130	559115	FRP-BLDG6 (CHLORINATION)
\$ -	\$ 85,000.00	\$ 85,000.00	\$ -	JF8130	559116	FRP-BLDG7 (PRIM SLG PMP-E)
\$ -	\$ 49,070.00	\$ 49,070.00	\$ -	JF8130	559117	FRP-BLDG9 (BLOWER HOUSE)
\$ -	\$ 100,000.00	\$ 100,000.00	\$ -	JF8130	559118	FRP-BLDG9 (ELEV ELC SWTCR)
\$ -	\$ 146,508.03	\$ 146,508.03	\$ -	JF8130	559119	FRP-BLDG10 (HEAD HOUSE)
\$ -	\$ -	\$ -	\$ -	JF8130	559120	FRP-BLDG10 (RELOC OFF/REC)
\$ -	\$ -	\$ -	\$ -	JF8130	559121	FRP-BLDG10 (RELOC LCK/SHW)
\$ 8,176.25 †	\$ -	\$ -	\$ -	JF8130	559123	FRP-BLDG11 (SEC INFL PUMP)
\$ -	\$ -	\$ -	\$ -	JF8130	559125	FRP-STRC11A (BCKW EQ TANK)
\$ -	\$ 100,263.00	\$ 100,263.00	\$ -	JF8130	559126	FRP-BLDG12 (CONV PRM SLDW)
\$ -	\$ -	\$ -	\$ -	JF8130	559127	FRP-STRC12A (CONV PRI B7)
\$ -	\$ -	\$ -	\$ -	JF8130	559128	FRP-BLDG13 (WEST SCRUBBER)
\$ -	\$ -	\$ -	\$ -	JF8130	559129	FRP-BLDG14 (DN FILTER CMP)
\$ -	\$ -	\$ -	\$ -	JF8130	559134	FRP-BLDG15 (N-FLTR CMPLX)
\$ 1,240.00 †	\$ -	\$ -	\$ -	JF8130	559135	FRP-BLDG16 (FINE SCR PMP)
\$ -	\$ -	\$ -	\$ -	JF8130	559136	FRP-BLDG17 (C-FLTR CMPLX)
\$ -	\$ -	\$ -	\$ -	JF8130	559137	FRP-BLDG18 (BAF BLWR HSE)
\$ -	\$ -	\$ -	\$ -	JF8130	559138	FRP-BLDG22 (ELEC STG SHED)
\$ -	\$ -	\$ -	\$ -	JF8130	559139	FRP-BLDG15 (BGM INFL SMP)
\$ 7,556.25 ‡	\$ -	\$ -	\$ -	JF8130	559140	FRP-STRC24 (PLANT OUTSD YD)
\$ 4,572.50 ‡	\$ -	\$ -	\$ -	JF8130	559141	FRP-BLDG25 (TERM PUMP STA)
\$ -	\$ -	\$ -	\$ -	JF8130	559142	FRP-BLDG25 (ELEV ELC SWGT)
<b>\$ 25,316.25</b>	<b>\$ 5,134,715.49</b>	<b>\$ 3,917,240.86</b>	<b>\$ 1,217,474.63</b>			
		*****				

† - liquidate (zero-out) encumbrance (or transfer from JF8130.559100 "top line" aggregate funds to balance)  
‡ - transfer from JF8130.559100 "top line" aggregate funds to balance

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# Legislative Branch

EXP.

RL Number:  
116-188  
Date Submitted:  
9/15/16

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: Binghamton Johnson City Joint Sewage Board  
Title/Department: POC: Charlie Pearsall, Business Manager / Joint Wastewater Treatment Plant  
Contact Information: cpearsall@stny.rr.com, 607.729.2975

### RL Information

Proposed Title: Increase appropriations for FEMA settlement relating to PW 2554 to allow payment of \$254,101.62 to the Owners.

Suggested Content: The Binghamton-Johnson City Joint Sewage Board requests the Owners to increase 2016 Budget line J.43960 (State Aid - Emergency) by \$63,525.40 and J.44960 (Federal Aid - Emergency) be increased by \$190,576.22 and that J8130.54899 (Reimburse Owners for Recoveries) be increased by \$254,101.62 to allow payment to owners (\$139,247.69 to City & \$114,853.94 to Village)

### 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"/>

**REQUEST FOR LEGISLATION  
TO THE  
BOARD OF TRUSTEES  
OF THE  
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board  
Title & Department, if applicable: POC: Charlie Pearsall, Business Manager  
Address: 4480 Vestal Road  
Vestal, NY 13850  
Telephone: 765-6870 (cell)

**SUGGESTED TITLE:** Increase appropriations for FEMA settlement relating to PW 2554 to allow payment of \$254,101.62 to the Owners.

**PURPOSE OF LEGISLATION:** The Binghamton-Johnson City Joint Sewage Board requests that the 2016 Budget be increased to allow the receipt of a FEMA payment and subsequent payment to Owners for corrective work performed by the Owner's Lead Agency.

**SUGGESTED CONTENT:** The Binghamton-Johnson City Joint Sewage Board requests the Owners to increase 2016 Budget line J.43960 (State Aid – Emergency) by \$63,525.40 and J.44960 (Federal Aid - Emergency) be increased by \$190,576.22 and that J8130.54899 (Reimburse Owners for Recoveries) be increased by \$254,101.62 to allow payments via claim to the City of Binghamton (54.8%) in the amount of \$139,247.69 and the Village of Johnson City (45.2%) of \$114,853.94



Binghamton-Johnson City  
JOINT SEWAGE BOARD



Ray L. Standish, P.E.  
Gary Holmes  
Edward Crumb

Stephen Andrew  
George Kolba, Jr.  
Ron C. Davis

**CERTIFICATE OF RESOLUTION OF THE  
BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REGARDING:  
APPROPRIATIONS OF FEMA MONEY RECEIVED \$306,844.35 INCREASING  
2016 BUDGET TO THE CITY OF BINGHAMTON & VILLAGE OF JOHNSON CITY**

I, Michele Cuevas, Confidential Secretary of the Binghamton-Johnson City Joint Sewage Board, DO HEREBY CERTIFY that, at the special meeting of the Binghamton-Johnson City Joint Sewage Board held on September 01, 2016, duly convened and a quorum being present and participating throughout the subject action set forth below, the following RESOLUTION was duly adopted on motion duly made, seconded, and carried, which RESOLUTION remain in full force and effect:

Board Members present:

George Kolba, Jr., (Chairman), Edward Crumb, Ray Standish, Stephen Andrew, Gary Holmes and Ron Davis

**Motion made by Edward Crumb to increase budget appropriations J8130.54899 Reimburse Owner Recovery Expense in the amount of \$254,101.62.**

**\$114,853.94 Village of Johnson City  
\$139,247.68 City of Binghamton**

**Increase revenue appropriations state aid J.43960 in the amount of \$63,525.40.**

**Increase revenue appropriations federal aid J.44960 in the amount of \$190,576.22.**

**Seconded by Ronald Davis.**

**Motion carried: 6 ayes, 0 nays**

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolution duly adopted at the aforesaid meeting of the Joint Sewage Board in accordance with the provisions of said Board's By-Laws, that the resolution has not in any way been rescinded or annulled, and that the resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Confidential Secretary of the Joint Sewage Board, this 15<sup>th</sup> day of September, 2016.

*Michele A. Cuevas*

Michele Cuevas  
Confidential Secretary, Joint Sewage Board

*Charles Pearsall*

Charles Pearsall  
Business Manager, Joint Sewage Board

Catherine P. Young, Superintendent  
Binghamton-Johnson City Joint Sewage Treatment Facilities  
4480 Vestal Road, Vestal, New York 13850  
Phone: 607-729-2975 Fax: 607-729-3041  
Email: bjcwwtp@stny.rr.com

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A

State of New York

REMITTANCE ADVICE FOR CHECK NO. 04718040

NOTICE: To access remittance information on any one of your NYS payments, visit <https://esupplier.sfs.ny.gov/>

Agency Code and Description: DR501 Division of Homeland Secur 518/486-6011 29697ALE 4031 DR NY PW 2554  
Tele Inquiry No: Voucher No: Payee Reference/Invoice No: 07/07/16  
Payment Amount: 306,844.35

RECEIVED  
AUG - 2 2016  
BY: Sent to City 8/5

Non-Negotiable

GOVT ENTITIES, VENDORS, NOT-FOR-PROFITS:  
Go to <http://www.osc.state.ny.us/epay/index.htm> for Electronic Payments information

Check Total \$306,844.35

DETACH HERE BEFORE CASHING

PLEASE CASH WITHIN 180 DAYS

11393012

State of New York  
DEPARTMENT OF TAXATION AND FINANCE  
DIVISION OF THE TREASURY

Check No. 04718040

JULY 28, 2016 DHS01

Pay to the Order of: BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

KeyBank N.A.

Thomas P. DiNapoli  
State Comptroller

Jerry Boone  
Commissioner, Dept. of Taxation and Finance

Pay to the Order of: GENERAL CHECKING ACCOUNT

Amount: \$ 306,844.35

KNOW YOUR ENDORSER

Amount: \$ 306,844.35

THIS DOCUMENT HAS MICR LINE SECURITY FEATURES INCLUDING HEAT SENSITIVE COLOR CHANGING INK ON THE BACK OF THE DOCUMENT

⑈04718040⑈ ⑆021300556⑆ 320993202789⑈





**City of Binghamton, New York**  
 Binghamton-Johnson City Joint Sewage Board  
 38 Hawley Street  
 Binghamton, New York 13901

**CLAIM FOR PAYMENT**

INVOICES MUST BE ATTACHED TO THIS FORM AND SENT TO THE OFFICE OF THE CITY COMPTROLLER.

VENDOR #: \_\_\_\_\_

CLAIMANT: 

Village of Johnson City
243 Main St
Johnson City, NY 13790

BC	<b>09</b>	
Encumbrance		
Total Claim	\$	114,853.94
Pass through from FEMA PW 2554		

**DETAILS:**

Per Board Resolution of 09/01/2016  
 45.2% of \$306,844.35 check less \$52,742.73 plant reimbursement) from FEMA

**G/L ACCOUNTS**

Board Claim#	Invoice #	InvoiceDate	ORG	OBJECT	PROJECT	AMOUNT
			J8130	54899		114,853.94
<b>TOTAL</b>					\$	114,853.94

**DEPARTMENTAL APPROVAL**

The above services/materials were rendered or furnished to the City of Binghamton on the dates stated and the charges are correct.

**APPROVAL FOR PAYMENT**

This claim is approved and ordered paid from the appropriations indicated above.

\_\_\_\_\_  
 DATE AUTHORIZED SIGNATURE

AUDITED BY: \_\_\_\_\_  
 DATE COMPTROLLER - DEPUTY COMPTROLLER

## Charlie Pearsall

---

**From:** Michele Cuevas <mcuevas@stny.rr.com>  
**Sent:** Friday, August 05, 2016 11:59 AM  
**To:** Charlie Pearsall; Cathy Young  
**Subject:** FW: Emailing: FEMA Check 04718040 REF 4031 DRNYPW 2554 rcd 08022016 sentoHWCYCP 08042016

Charlie & Cathy,

See Howard response below. Would like to send check to City this afternoon. I think we should put the line number on it so there is no questions afterward.

Michele

-----Original Message-----

**From:** Howard Weaver [<mailto:hweaver@simmonsrecoveryconsulting.com>]  
**Sent:** Friday, August 05, 2016 11:27 AM  
**To:** 'Michele Cuevas' <mcuevas@stny.rr.com>  
**Subject:** RE: Emailing: FEMA Check 04718040 REF 4031 DRNYPW 2554 rcd 08022016 sentoHWCYCP 08042016

Michele, \$52,742.73 was for equipment and materials (your money and Time and DAC for your people). Hranek and Simmons DAC was not paid on this check and will be paid at closeout, which I will process next week. The balance would be for engineering and work by LeChase. Which would go to the city.

Howard Weaver  
Senior Consultant  
Simmons Recovery Consulting  
Cell: 315-761-1118  
E-mail: [hweaver@simmonsrecoveryconsulting.com](mailto:hweaver@simmonsrecoveryconsulting.com)

-----Original Message-----

**From:** Michele Cuevas [<mailto:mcuevas@stny.rr.com>]  
**Sent:** Friday, August 5, 2016 11:11 AM  
**To:** 'Howard Weaver' <[hweaver@simmonsrecoveryconsulting.com](mailto:hweaver@simmonsrecoveryconsulting.com)>  
**Subject:** RE: Emailing: FEMA Check 04718040 REF 4031 DRNYPW 2554 rcd 08022016 sentoHWCYCP 08042016

Howard,

Do you have the break down?

Michele

-----Original Message-----

**From:** Howard Weaver [<mailto:hweaver@simmonsrecoveryconsulting.com>]  
**Sent:** Friday, August 05, 2016 9:32 AM  
**To:** 'Michele Cuevas' <mcuevas@stny.rr.com>  
**Subject:** RE: Emailing: FEMA Check 04718040 REF 4031 DRNYPW 2554 rcd 08022016 sentoHWCYCP 08042016

Thank you

-----Original Message-----

From: Michele Cuevas [<mailto:mcuevas@stny.rr.com>]

Sent: Thursday, August 4, 2016 12:19 PM

To: Howard Weaver <[HWeaver@SimmonsRecoveryConsulting.com](mailto:HWeaver@SimmonsRecoveryConsulting.com)>

Cc: Cathy Young <[caingworth@stny.rr.com](mailto:caingworth@stny.rr.com)>; Charlie Pearsall <[cpearsall@stny.rr.com](mailto:cpearsall@stny.rr.com)>

Subject: Emailing: FEMA Check 04718040 REF 4031 DRNYPW 2554 rcd 08022016 sentoHWCYCP 08042016

Importance: High

Howard,

Please see attached check that we received on August 2, 2016.

Didn't receive a breakdown with check?

Could you provide me the breakdown for this check?

Would like to send check to the City for deposit tomorrow.

Thank you,

Michele A. Cuevas

Confidential Secretary/Administrative Assistant Binghamton-Johnson City Joint Sewage Board Binghamton-Johnson City  
Joint Sewage Treatment Facilities

4480 Vestal Road

Vestal NY 13850

607-729-2975 Phone

607-729-3041 Fax

[mcuevas@stny.rr.com](mailto:mcuevas@stny.rr.com)

[bjcwwtp@stny.rr.com](mailto:bjcwwtp@stny.rr.com)

This e-mail transmission and any documents accompanying it may contain confidential and privileged information belonging to the sender. This information is intended only for the use of the individual or entity for which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please notify us by telephone immediately to arrange for the return of the e-mail and it's attachments if any.

Your message is ready to be sent with the following file or link attachments:

FEMA Check 04718040 REF 4031 DRNYPW 2554 rcd 08022016 sentoHWCYCP 08042016

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**Charlie Pearsall**

---

**From:** Michele Cuevas <mcuevas@stny.rr.com>  
**Sent:** Wednesday, August 17, 2016 10:56 AM  
**To:** Charlie Pearsall  
**Cc:** Cathy Young  
**Subject:** FW: Emailing: FEMA Check #04718040 \$306,844.35 sentoCYCPHWCS withbreakdownlineitems 08122016

Charlie & Cathy,

No formal RL was submitted. Just by e-mail from Chuck Shager.

Michele

-----Original Message-----

**From:** Diane Busko [<mailto:DSalva@VillageofJC.com>]  
**Sent:** Wednesday, August 17, 2016 8:47 AM  
**To:** Michele Cuevas <mcuevas@stny.rr.com>  
**Subject:** RE: Emailing: FEMA Check #04718040 \$306,844.35 sentoCYCPHWCS withbreakdownlineitems 08122016

Cindy said she didn't receive anything other than the e-mail

\*\*\*\*\*

Diane M. (Salva) Busko  
Deputy Village Clerk  
Clerk to the Planning & Zoning Boards  
Village of Johnson City  
243 Main St.  
Johnson City, NY 13790  
Phone: 607-797-9098  
Fax: 607-798-9553  
E-Mail: [DSalva@VillageofJC.com](mailto:DSalva@VillageofJC.com)

\*\*\*\*\*

-----Original Message-----

**From:** Michele Cuevas [<mailto:mcuevas@stny.rr.com>]  
**Sent:** Tuesday, August 16, 2016 3:29 PM  
**To:** Diane Busko  
**Subject:** RE: Emailing: FEMA Check #04718040 \$306,844.35 sentoCYCPHWCS withbreakdownlineitems 08122016

Diane,

Besides the e-mail can you send me the JC RL.

Thanks,  
Michele

-----Original Message-----

75



OFFICE OF THE VILLAGE CLERK  
**VILLAGE OF JOHNSON CITY**

MUNICIPAL BUILDING  
243 MAIN STREET • JOHNSON CITY, NY 13790

PHONE: (607) 798-7861

FAX: (607) 798-7865

www.villageofjc.com

**Resolution #2016 - 147**

A motion to authorize the Binghamton-Johnson City Joint Sewage Board Fiscal Officer to increase revenue line J43960 by \$63,525.41, increase revenue line J44960 by \$190,576.22 and increase appropriation J8130.54899 by \$254,101.62 was made by Trustee Meaney and seconded by Trustee Fuller.

Motion Carried - Vote:

Ayes – 5 (*Meaney, Fuller, Walker, Balles, Deemie*)    Nays – 0    Absent – 0

**CERTIFICATION FORM**

STATE OF NEW YORK    )  
COUNTY OF BROOME    )

I, CINDY KENNERUP, Clerk of the Village of Johnson City, Broome County, of the State of New York, Do HEREBY CERTIFY, that I have compared the above motion duly adopted at a Regular Meeting of the Board of Trustees of the Village of Johnson City held on August 16, 2016 with the original said Resolution on file in my office as Clerk/Treasurer of said Village and that the same is true and exact copy thereof and of the whole thereof.

In WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Johnson City, New York, as Clerk/Treasurer this 17<sup>th</sup> day of August, 2016.

  
Cindy Kennerup, Village Clerk



ETP

RL Number:  
16-190  
Date Submitted:  
9/28/10

# Legislative Branch

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: Jared M. Kraham  
Title/Department: Office of the Mayor  
Contact Information: x7001

### RL Information

Proposed Title: A Resolution authorizing a memorandum of understanding (MOU) with Broome County for information sharing related to the Broome County Health Department's lead poisoning prevention program.  
Suggested Content: To be drafted by Corporation Counsel.

### Additional Information

- Does this RL concern grant funding? Yes  No
- If 'Yes', is the required RL Grant Worksheet attached? Yes  No
- Is additional information related to the RL attached? Yes  No
- Is RL related to previously adopted legislation? Yes  No

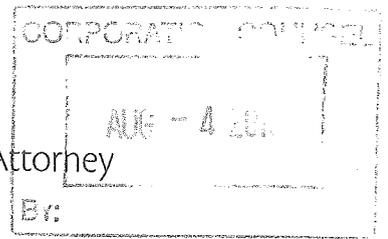
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

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



# Broome County Attorney's Office

Debra A. Preston, County Executive . Robert G. Behnke, County Attorney



August 1, 2016

City of Binghamton  
38 Hawley St.  
Binghamton, NY 13901

Re: Dept. of Health Lead Poisoning Prevention Program - Memorandum of Understanding with  
Code Enforcement Officer for vacant properties - CA 10-1097

Dear Sir or Madam:

Enclosed herewith please find two copies of the agreement in regard to the  
above-captioned matter. Please have these signed by the appropriate representative and return a  
copy to this office.

Thank you for your cooperation in this matter.

Very truly yours,

  
Peter Roseboom  
Law Department

Enc.



Broome County Health Department  
**Environmental Health Services**

CA 10-1097

Debra A. Preston, County Executive . Sean J. Britton, NRP, CPH, Director of Public Health

225 Front Street . Binghamton, New York 13905

Phone: (607) 778-2887 . Fax: (607) 778-3912 . www.gobroomecounty.com

**Memorandum of Understanding  
Lead Poisoning Prevention Programs and  
City of Binghamton Code Enforcement  
August 1, 2016**

Through funding from New York State, the Broome County Health Department's Division of Environmental Health is developing strategies for Lead Poisoning Prevention Programs. The Broome County Health Department is tasked with identifying and correcting lead based paint hazards in high-risk housing, with or without a referral for a childhood elevated blood lead level. The goal is to reduce the incidence of lead poisoning in young children and pregnant women. The program accomplishes this by increasing the availability of lead-safe housing in Broome County through lead inspections and requirement of lead remediation of referred properties. The Lead Poisoning Prevention Programs protect the public by prohibiting occupancy of properties with lead based paint hazards when the initial occupants have vacated the property. This Memorandum of Understanding is intended to direct services provided in support of our Lead Poisoning Prevention Programs' objectives.

**This Memorandum of Understanding is effective for the duration of the Broome County Health Department's Lead Poisoning Prevention Programs, subject to annual review and amendment.**

**Please carefully review the following agreement for linkage between the Broome County Health Department's Lead Poisoning Prevention Programs and City of Binghamton Code Enforcement.**

**PURPOSE:**

The purpose of this agreement is:

- To establish a collaborative partnership with City of Binghamton Code Enforcement to share information regarding vacant properties in the City of Binghamton with positively identified lead paint hazards in an effort to successfully manage each programs' responsibilities to the public.

**SERVICE AREA:**

This cooperative agreement covers the City of Binghamton.

## **OPPORTUNITIES:**

### **The Broome County Health Department Lead Poisoning Prevention Programs will:**

- Provide a list, updated monthly, of vacant properties to City of Binghamton Code Enforcement.

### **City of Binghamton Code Enforcement will:**

- Accept and use said list to monitor vacant properties as per their own Policies and Procedures.
- Monitor said list and inform Broome County Lead Poisoning Prevention Programs if the status of any properties on the list change.
- Not share, provide or use the information provided by said list to any other entity or person for any purpose or reason.

## **LINE OF AGREEMENT**

This renewal of agreement shall continue to August 1, 2017 and may be terminated by either party by a 30-day written notice to include explanation of cause. The effective renewal date is the date that this agreement is signed by both parties.

## **HIPAA**

The City of Binghamton shall comply with the terms of the Business Associate Agreement attached hereto and incorporated herein.

## **CONTACT PERSON**

Broome County Health Department: Sean Britton, (607)778-3944

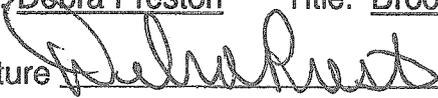
Binghamton Code Enforcement: Tom Costello, (607)772-7004

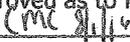
**SIGNATURE**

These responsibilities are hereby agreed upon by the following authorized signatories.

The Broome County Health Department:

Name: Debra Preston Title: Broome County Executive

Signature  Date 8/1/18

Approved as to form  
By   
BROOME COUNTY  
ATTORNEY'S OFFICE

City of Binghamton

Name: Richard David Title: Mayor

Signature \_\_\_\_\_ Date \_\_\_\_\_



ETP.

# Legislative Branch

RL Number:  
16-195  
Date Submitted:  
9/30/16

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: Chief Joseph T. Zikuski  
Title/Department: Police Department  
Contact Information: (607) 772-7091

### RL Information

Proposed Title: Edward Byrne Legislative Grant LG16-1466-D00 \$25,000.00  
A Resolution Authorizing the City to Accept the

Suggested Content: Project LG16-1466-D00 funds the purchase (\$23,460.00) of a hand held 3D Scanner and accessories for assistance at crime scenes. The grant also funds (\$1,540.00) overtime for a community outreach program at the Binghamton Boy's and Girl's Club.

### 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

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

## GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.  
Please provide the following additional information.*

Agency providing the grant: Binghamton Police Department

Total project cost: \$25,000.00

Total amount of grant: \$25,000.00

Local match (if any): none

If local match is monetary, provide the budget line and title: n/a

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

n/a

Disbursement of grant (upfront, reimbursable?): reimbursable

If reimbursable, source of funds pending reimbursement: 43389 STATE AIO - OTHER PUBLIC SAFETY

Grant project manager: Lt. Michael Senio

Anticipated date of project completion: December 31, 2017

Special project completion requirements (if any): \_\_\_\_\_

**Attach any required form of Resolution from the Agency providing the grant.**

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

The Byrne Legislative grant is funded from an initiative from Senator Fred Akshar's Office. The grant funds the purchase of a hand held 3D scanner that will assist ID officers at Crime Scenes.

The grant also helps fund an overtime mentoring initiative for police officers at the Binghamton Boy's and Girl's Clubs.

## GRANT AWARD INFORMATION

September 20, 2016

**Project ID:** LG16-1466-D00

**DCJS Number:** LG16102162

**Project Title:** Equipment Purchase

**Award Recipient:** Binghamton City Police Department

**Mailing Address:** Binghamton City Police Department  
38 Hawley Street  
Binghamton, NY 13901

**Contact Person:** Chief Joseph Zikuski

**Award Amount:** \$25,000

**DCJS Contact:** Erin VanDenburgh, Criminal Justice Program Representative  
Division of Criminal Justice Services  
Office of Program Development and Funding  
80 S. Swan Street  
Albany, NY 12210  
(518) 485-7684  
(518) 485-2728 Fax

**Application Return Date: Within 30 Days of Receipt of this Award Notice**

Technical Assistance to Complete  
Applications Available Upon Request  
GMS Help Desk  
At (518) 457-9787

Project #: **LG16-1466-D00** **Legislative Initiatives** Project Status: **New**  
 Participant: **Binghamton, City of**

General Participants Budget Work Plan Questions Conditions Acceptance Contract Checklist

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

**Budget Summary**

Participant	Grant Funds	Matching Funds	Total
Binghamton, City of	\$25,000.00	\$0.00	\$25,000.00
Binghamton City Police Department	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>100.00%</b>	<b>0.00%</b>	<b>\$25,000.00</b>

Advance Request Amount (If not requesting an advance, please skip) \$

Advance Request Justification (200 character limit)

Save Check Spelling

Login ID: bpd

Version 2.6.4

Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Overtime to continue minority outreach program at ...	1	\$1,540.00	\$1,540.00	\$1,540.00	\$0.00	X
Total				\$1,540.00	\$1,540.00	\$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	hand held 3D Crime Scene scanner and accessories	1	\$23,460.00	\$23,460.00	\$23,460.00	\$0.00	X
Total				\$23,460.00	\$23,460.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$25,000.00	\$25,000.00	\$0.00

Create new Budget Version for Binghamton, City of

(Do not add a second budget version unless instructed to do so by DCJS.)

Binghamton City Police Department

Create new Budget Version for Binghamton City Police Department



# Legislative Branch

RL Number: 16-197  
Date Submitted: 10/3/10

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: Ray Standish, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

Proposed Title: Supplemental No. 3 for Additional Engineering Services for the Water St. and  
*A Resolution to AUTHORIZE the Mayor (1)*

State St. and Elevator Upgrades to the Parking Garages. ~~City Hall Building Restoration Engineering~~  
*with Tim Hachs + Associates Inc.*

Suggested Content: Supplement No. 3 for Additional Engineering Services for the Water St. and  
State St. and Elevator Upgrades to the Parking Garages. ~~City Hall Building Restoration Engineering~~

Services, Funding for the Parking Garages is in line H5650.525080.21815 - \$93,000.00 and funding for  
~~City Hall Building Restoration is in line H1620.525004.21710 - \$64,000.00.~~

### 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): R14-22

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"/>	

September 13, 2016 (Revised on September 26,2016)

Mr. Ray Standish  
City of Binghamton  
Engineering Department  
City Hall, 38 Hawley Street  
Binghamton, NY 13901

**RE: Water Street and State Street Garage Restoration and Elevator Upgrade  
Restoration Engineering Services, Binghamton, NY**

Dear Mr. Standish:

Timothy Haahs & Associates, Inc. (TimHaahs) is pleased to provide you with our proposal to perform restoration engineering services for the City of Binghamton's Water Street and State Street garages, pedestrian bridges and elevator upgrade engineering. TimHaahs has worked to perform structural surveys and restoration documentations since 2009, and we look forward to continuing our service to the City of Binghamton (City).

**SCOPE OF SERVICES**

TimHaahs understands that the City would like to address structural and durability deficiencies of the facilities, and have TimHaahs review existing building plans and specifications, and provide construction documents for repairs and elevator upgrade, with the intent of extending the useful life of the structure. TimHaahs will provide the following scope of services for each garage.

**Task 1 – Restoration Document Phase of Water Street, State Street Garages, and Pedestrian Bridges**

1. Meet with the City to review and discuss the final repair program requirements for each structure understanding the City's budget for repairs.
2. Develop restoration documents and specifications to include all required repairs of parking structures and pedestrian bridges at the State Street Garage beyond the scopes of the Additional Service #2 proposal (dated on November 24,2015) based on site surveys and investigation of provided existing documents. The repair details of the damaged crashwalls at the State Street Garage will be included in the scope.
3. Coordinate the test pit activities to reveal the as-built condition of column footings at the Water Street Garage.
4. Work with the City to develop the front end bid documents (Divisions 0 & 1 of the specifications).
5. Develop a restoration phasing plan to align with the City's requirements and limit disruption to parking patrons.
6. Attend design meetings with City representative(s). We anticipate three (3) meetings/site survey walk-through's during this phase.

**Task 2 – Elevator Upgrade Design Phase of Elevators at Water Street and State Street Garages**

1. Meet with the City to review and discuss the elevator upgrade program of (2) parking garages understanding the City's budget for upgrade. The City's intent is to upgrade (2)

elevators of the Water Street Garage and (2) elevators of State Street Garage by 2100 lb GEN2 Type Elevators (or approved equivalent).

2. Develop architectural/structural documents and specifications based on site surveys and investigation of provided existing documents.
3. Engage the MEP consultants to develop MEP documents to upgrade MEP requirements of upgraded elevators based on the site surveys. We anticipate this will include the need for a new emergency elevator at each garage, however we have excluded upgrades to the existing Electrical system for each garage. If upgrades to Electrical System are deemed necessary, an additional service can be provided at that time.
4. Work with the City to develop the front end bid documents (Divisions 0 & 1 of the specifications).
5. Attend design meetings with City representative(s). We anticipate one (1) meeting/site survey walk-through during this phase.

### **Task 3 – Bidding & Construction Phase**

1. Issue electronic bid documents to qualified Contractors.
2. Attend pre-bid meeting, conduct facility walk-through, answer questions, and issue clarifications, addendums and/or bulletins as may be required. Advise as to the qualifications of proposed bidders and materials.
3. Attend a scope review meeting with the City and the lowest, most qualified contractor. Provide a walk-through with the Contractor to confirm repair work and set the precedence and expectations based on the documentation provided.
4. Review shop drawings and material submittals for our work.
5. Perform walk-through visits at the time the repair areas are exposed for concurrence on expected remedial method implementation. Review areas of repair prior to the Contractor commencing the actual removal and replacement. At this time the quantities shall be confirmed by TimHaahs and authorization provided to continue work. Perform a punch list review at the completion of each phase and furnish the list to the City and the Contractor.
6. Perform an 11-month walk through of the parking facility prior to expiration of workmanship warranties and notify contractor of any areas or matters that require repair / attention.
7. We anticipate ten (5) meetings/site visits beyond the scopes of the Additional Service #2 proposal (dated on November 24,2015) during this phase. This is based on a 6 month construction period for repairs/ elevator upgrade construction .

### **Task 4 – Maintenance Manual**

1. Prepare and provide the City with a maintenance manual specific to each parking structure using general guidelines and best practices to be undertaken to proactively maintain the parking structures and extend their useful life to the greatest extent possible.
  - The manual will provide a list and description of all appropriate preventative and

ongoing maintenance activities that will provide the City with a thorough understanding of the components of the necessary maintenance activities and their associated recurrence intervals (daily, weekly, monthly, and annually, etc.).

- The manual will include all recommended practices pertaining to the proper maintenance and inspections of the parking facility including:
  - a) Waterproofing systems
  - b) Structural systems
  - c) Concrete repair
  - d) Cleaning
  - e) Lighting
  - f) Mechanical, electrical, and fire protection
  - g) Elevators
  - h) Access and Revenue Control Equipment
  - i) Graphics and markings
  - j) Snow and ice control

2. Meet with representatives from the City to review the maintenance manual and address any questions.

#### **SCOPE OF WORK QUALIFICATIONS**

##### **Testing During Construction**

The scope of work for the construction phase will require testing & inspections to ensure work is executed by Contractor in accordance with specifications, such as the compressive strength of the repair mortars. TimHaahs will assist the City in creating a testing RFP and will recommend a minimum of three (3) reputable testing agencies for the City to obtain the proposals and engage a testing agency.

**PROFESSIONAL FEES**

TimHaahs will provide the services outlined in the above scope of services for a lump sum professional fee as outlined below. The fee is based on the estimated order of magnitude construction cost of \$1.7 M for all repairs and elevator up grade. Our lump sum fee is broken down as follows:

Task 1,2 – Construction Document Phase (including MEP consultants' fee for the elevator upgrade design) .....	\$78,000.00
Task 3 – Bidding & Construction Phase .....	\$4,000.00
Task 4 – Maintenance Manual .....	\$6,000.00
<b>TOTAL .....</b>	<b>\$88,000.00</b>

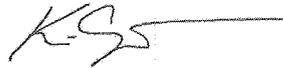
In addition to the above we anticipate an additional ~~Nine~~<sup>Five</sup> Thousand Dollars (\$5,000.00) for reimbursable expenses.

We appreciate the opportunity to provide the City of Binghamton with our proposal for condition appraisal and restoration related services, and we look forward to undertaking the work in a prompt and professional manner. Please contact me should you have any questions or need additional information.

Sincerely,



Sun-Hee Hwang, PE, Ph.D.  
Project Manager



Kevin Carrigan, PE, CAPP  
Director of Engineering/Restoration

**AUTHORIZATION**

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Project \_\_\_\_\_  
Signed \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Client Name: \_\_\_\_\_

A. Scope of Services

The services to be provided by Timothy Haahs & Associates, Inc. (TimHaahs) have been set forth in the Proposal/Scope of Services/Contract Document. All services not specifically identified in the Proposal/Scope of Services/Contract Document are excluded from TimHaahs' scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. Billing/Payment

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1 ½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. TimHaahs reserves the right to stop work and/or withhold any and all work product until invoices that are more than seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of TimHaahs and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, TimHaahs shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the Proposal/Scope of Services/Contract Document together with all reasonable termination costs and expenses.

C. Standard of Care

TimHaahs' services as defined by the Proposal/Scope of Services/Contract Document shall be performed in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client agrees that TimHaahs' services will be rendered without any warranty, expressed or implied. Client agrees to give TimHaahs written notice within one (1) year of any breach or default under this section and to provide TimHaahs with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. Ownership of Documents

Client may use drawings, specifications, reports and other documents prepared by TimHaahs for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TimHaahs.

E. Dispute Resolution

All claims, disputes and other matters in controversy between TimHaahs and Client arising out of or in any way related to the Proposal/Scope of Services/Contract Document will be submitted to alternative dispute resolution such as mediation (first) or arbitration (second) if mutually agreed upon by both parties as a precedent to other legal remedies. If a dispute arises related to the services outlined in the Proposal/Scope of Services/Contract Document and that dispute requires litigation instead of alternative dispute resolution, then: (a) the client assents to personal jurisdiction in the state of TimHaahs' principle place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where TimHaahs' principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

F. Indemnification

TimHaahs shall indemnify and hold harmless, but not defend, Client, its employees, officers, directors, subsidiaries, subconsultants and agents from and against liabilities, damages, and costs, including reasonable attorney's fees arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligence or willful misconduct of TimHaahs in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

The Client shall indemnify and hold harmless TimHaahs, its employees, officers, directors, subsidiaries and agents from and against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of the Client or contractors, consultants and others retained by the Client.

G. Limit of Liability

TimHaahs total liability for services provided shall not exceed TimHaahs' fees for services or \$50,000, whichever is greater. Client agrees that all limitations granted herein to TimHaahs shall extend to those subcontractors, individuals and organizations retained by TimHaahs for performance of services outlined in the Proposal/Scope of Services/Contract Document.

H. Consequential Damages

In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_