



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 Tuesday, February 16, 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	Finance	Mihalko	RL16-060: Renew Agreements with various Broome County Departments, outside agencies and municipalities for the STOP-DWI Program for 2016	52-54	Chief Zikuski
			RL16-065: Ordinance amending the Police Bureau 2016 Budget, to change create one Police Lieutenant position and eliminate one Police Sergeant position and transfer funds to cover additional costs	65-66	
			RL16-066: Ordinance amending the Police Bureau 2016 Budget, to temporarily add one police officer, increasing the total number from 138 to 139	67	
6:15pm	Finance	Mihalko	RL16-064: Amend 2015 Tax Roll	61-64	Scott Snyder
6:30pm	Finance	Mihalko	RL16-056: A Resolution authorizing the Mayor to accept a \$5,000 grant from NY Department of State Donna Lupardo's Office	1-30	Carol Quinlivan
6:45pm	MPA	Matzo	RL16-059: Amend 2015 Budget for DPW	49-51	Jon Yeager
7:00pm	Finance	Mihalko	RL16-062: Amend 2015 Budget-Transfer Funds in the 2015 Budget to Reconcile Accounts	56-58	Chuck Shager
7:30pm	Planning	Scaringi	RL16-057: An Ordinance authorizing the donation of 26 Stuyvesant St	31	Jared Kraham
7:35pm	MPA	Matzo	RL16-058: Agreement with CMA, Inc. to lease the Fire Dept. Station at 477 State St. for installation of Micro Cell Tower	32-48	Jared Kraham
7:40pm	Finance	Mihalko	RL16-061: Transfer of Funds, Amend 2016 Budget	55-55a	Jared Kraham
7:45pm	-----	-----	Discussion: Pending Legislation Discussion: CDAC at Large Appointment	-----	Council President

COMMITTEE REPORTS



Legislative Branch

RL Number:
16-056
Date Submitted:
2/3/16

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: Carol Quinlivan
Title/Department: Assistant Director of Parks & Recreation
Contact Information: 772-7017

RL Information

Proposed Title: A resolution authorizing the Mayor to accept a \$5000 grant from NY Department of State Donna Lupardo's Office.

Suggested Content: Funds will be used to purchase equipment and supplies for the First Ward Senior Center.

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"/>

TM61388

SFY 2006-2007 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

CITY OF BINGHAMTON
CITY HALL, GOVERNMENT PLAZA, 44 HAWLEY STREET
BINGHAMTON, NY 13901
(607) 797-2307

Name of Project Director:

CAROL QUINLIVAN-SCHAUM

Purpose of Project:

FUNDS WILL BE USED TO PURCHASE EQUIPMENT AND SUPPLIES FOR
SENIOR A CENTER.

Funded Amount:

\$5,000

Requested By:

LUPARDO

Name of Administering State Agency:

DEPARTMENT OF STATE



STATE OF NEW YORK
DEPARTMENT OF STATE

New York State Letter of Agreement: Instructions

The following instructions are prepared to assist recipients of NYS Department of State (DOS) Legislative Member Item (LMI) awards with the preparation of documents required for Letter of Agreement (LOA) approval. The LOA is a new document process utilized for legislation awards of \$10,000 or less.

It is very important that the following instructions be read before the LOA is filled out. Any Agreement that is submitted with mistakes will be returned to the grantee for correction.

1. COVER PAGE:

NYS Vendor ID Number - Access the Statewide Financial System (SFS) site to verify or apply for a vendor number <http://www.sfs.ny.gov/>. If you have any questions regarding the NYS Vendor ID Number please contact the Contracts Administration Unit (CAU) at dos.sm.Fiscal.CAU@dos.ny.gov.

Federal Tax ID Number - Access the Federal Internal Revenue Service site to verify or apply for a Federal ID number [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN)).

Charities Registration Number – *Municipalities should not complete this section.*

This six-digit number is required for not-for-profit organizations registered with the NYS Attorney General, Charities Registration Bureau. Questions regarding these statutory requirements or regarding the registration status of the organization should be directed to:

NYS Office of the Attorney General,
Charities Registration Bureau
120 Broadway
New York, NY 10271
(212) 416-8401

Organizations that are exempt from charities registration must include the exemption reference.

Application and exemption forms, along with instructions can be found at:

http://www.charitiesnys.com/charindex_new.jsp

Sectarian Entity - This statement is in regard to the sectarian nature of all contracting institutions and their projects: if the organization and/or project advances a particular religion check "yes".

Worker's Compensation and Disability Requirements - All non-municipal organizations must submit proof of current Worker's Compensation and Disability Insurance, or the Exemption from Worker's Compensation and Disability Form. The NYS Department of State must be listed as certification holder in box 2 on the certificates. The certificate holder reference is:

NYS Department of State
Contract Administration Unit
One Commerce Plaza
99 Washington Ave., Ste 1110
Albany, NY 12231

Below is a list of form numbers the Department of State will accept as proof of coverage or exemption and are obtained by contacting your insurance carrier or the NYS Worker's Compensation Board at www.wcb.ny.gov.

Workers Compensation Form:	C-105.2 or SI-12 or U-26.3
Disability Form:	DB-120.1 or DB-155
Exemption from Workers Compensation & Disability:	CE-200

Please note: ACORD forms are not acceptable proof of insurance coverages.

Recipient Signature Section - Please make sure this area is completed in full. Only individuals authorized to enter into a contract on behalf of the organization can sign this section. An original signature must be submitted, preferably in BLUE INK. The email address that is provided to the Department of State on this form will be used as the primary contact. The Department of State will email the approved agreement and voucher forms after approval is complete.

2. BUDGET PAGES:

A copy of the **Legislative Initiative Form (LIF)** prepared by the Legislative Sponsor is enclosed. Budget and Work Plan pages must be consistent with the purpose identified on the LIF. If a change in purpose is needed, please contact your legislative sponsor as soon as possible to request a revised LIF. The sponsor's finance committee must inform DOS in writing of any changes in the purpose of the project.

Please complete the entire budget, including all line item categories, for which the organization will be requesting reimbursement; enter zero (0) on the Total line of each category for which no costs are budgeted. Only direct costs associated with the purpose are eligible. Overhead costs such as costs for supervision of staff or organizational costs such as equipment maintenance are not eligible for reimbursement unless specified in the LIF. (The sum of all categories must equal, and may not exceed, the amount listed on the LIF.) For each category, indicate the type of items or services being purchased and the estimated cost of each.

- **Equipment** is limited to those item(s) that cost exceeds \$500 each and have a useful life of more than one (1) year. Each piece of equipment being purchased must be itemized by specific description (type and model) and cost.
- **Contractual Services** includes items such as but not limited to equipment repairs, lease of equipment, sub-contracted services (list of the name of any sub-contractor that will be paid under this Agreement) and construction costs.

4

- **Remaining Budget Categories** It is not necessary to list each specific item to be purchased. Use major cost categories such as office supplies and postage. It is unacceptable to use terms such as Miscellaneous, Etcetera or Other when listing items or services.

All eligible expenditures covered in this agreement must be incurred (goods or services received) during the Agreement Period and should be paid for prior to seeking reimbursement.

Certain expenditures are not eligible for funding unless specified in LIF. These items include, but are not limited to:

- | | |
|---|-----------------------|
| •Overhead or Operations expenses | •Taxes |
| •Out-of-state or out-of-country travel | •Deficit funding |
| •Prizes and awards | •Land |
| •Honoraria in excess of \$100 per event | •Contingencies |
| •Lobbying expenses | •Religious activities |
| •Fund-raising events | •Alcohol |
| •Fines and penalties | •Indirect costs |

3. PROGRAM WORK PLAN:

Please describe in detail **only** the project activities to be financed with the funding provided under this Agreement. All proposed project activities must be consistent with and in direct support of the purpose of the award as approved by the State Legislature and as set forth in the enclosed LIF.

What to Include:

- Justify each cost category in the budget in which budgeted funds have been identified, and clearly explain how and why the proposed expenditures are necessary for carrying out the purpose of the award as set forth in the LIF.
- **Equipment or Supplies and Materials** - Please explain what is to be purchased, the purpose it serves and where it will be maintained or stored. If the organization should list the vendor where items are to be purchased (if known) and include price quotes as applicable. If activities or purchases are complete, please submit supporting documents to assist with prompt processing of the Agreement.
- **Salaries and/or fringe benefits** – For all employees listed in the budget section please explain, by title, how each employee’s activities relate directly to the purpose of the award and the period of time that the salaries will cover. Overhead costs, including salaries of supervisors for direct staff, are not eligible costs unless identified in the LIF.
- **Contractual Services** - Please provide the Department with a detailed description of the services, an explanation as to why a contract is required and how these services are necessary for the successful implementation of the project.
- **Program Development or Implementation** - Please describe the program services to be delivered, the population who will receive services, what the goals or intended outcomes are and how the proposed activities are necessary for achieving those goals.

4. CERTIFICATION APPENDIX:

Recently implemented contract review procedures by the Office of the Attorney General require that a Certification Appendix be completed and returned with the LOA.

- Please fill in the Legislative Sponsor's name in Section III. The Sponsoring Member's name is provided on the LIF that is enclosed.
- The Certification Appendix must be **signed and notarized**. The same individual who signed the cover page must also be the one to sign the Certification Appendix.

LETTER OF AGREEMENT

New York State Department of State 1 Commerce Plaza 99 Washington Avenue Albany, New York 12231-0001	DOS01/3800000 Legislative Member Item 100% STATE FUNDS AGREEMENT PERIOD 4/1/2006 - 7/31/2016
RECIPIENT NAME AND ADDRESS: City Of Binghamton City Hall, Government Plaza, 44 Hawley Street Binghamton, NY 13901	ATTACHMENTS: <input checked="" type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> BUDGET <input checked="" type="checkbox"/> WORKPLAN <input checked="" type="checkbox"/> DISCLOSURE & ACCOUNTABILITY CERTIFICATION (if applicable)
AGREEMENT NUMBER TM61388 AGREEMENT AMOUNT \$5,000.00 NYS VENDOR ID NUMBER _____ FEDERAL TAX ID NUMBER <u>15 - 6000404</u> CHARITIES REGISTRATION NUMBER _____ SECTARIAN ENTITY <input type="checkbox"/> YES <input type="checkbox"/> NO	SUBMIT WITH AGREEMENT PROOF OF: (ACORD FORMS ARE NOT ACCEPTABLE) WORKERS COMPENSATION: (one of the following forms) C-105.2 SI-12 U-26.3 DISABILITY: (one of the following forms) DB-120.1 DB-155 <p align="center">OR</p> EXEMPTION: (In the case of no employees in the organization) CE-200 Certificate Holder: New York State Department of State 1 Commerce Plaza 99 Washington Avenue Albany, New York 12231-0001

By signing below, I certify that I am authorized to enter into this Agreement and understand all the terms and conditions therein. I understand that the Agreement Period as indicated above represents the inclusive period within which the provisions of this Agreement shall be performed and costs incurred for work performed prior to or after the Agreement Period will not be reimbursed. I acknowledge that the funding amount of this Agreement will not exceed the grant award amount as detailed in the Legislative Initiative Form incorporated and made a part of this Agreement. Additionally, I understand that the Legislative Initiative Form, Budget and Workplan, which are attached hereto, contain a true and accurate description of the work to be performed under this Agreement; written approval from the Sponsoring Member and the Department of State is required for any modifications thereof.

RECIPIENT SIGNATURE

By: _____
 (Signature)

 (Print Name)

Date: _____

Title: _____

Email: _____

Phone Number: _____

STATE OF NEW YORK LETTER OF AGREEMENT

This State of New York Letter of Agreement (“Letter of Agreement”) by and between the State of New York (“State”) acting by and through the applicable State Agency (“State Agency”) and the public or private entity (“Recipient” and, together with the State, the “Parties”) hereby supplements the purchase order (“Purchase Order” and, together with this Letter Agreement, the “Purchase Order Agreements”) attached hereto and entered into by and between the Parties listed thereto.

STANDARD TERMS AND CONDITIONS

A. Executory Clause: The State shall have no liability under either Purchase Order Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for the Purchase Order Agreements.

B. Performance: The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Purchase Order Agreements to the satisfaction of the State. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Letter of Agreement, the Purchase Order, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

C. Funding: Funding for the term of the Purchase Order Agreements shall not exceed the amount specified on the Purchase Order.

D. Term: The term of the Purchase Order Agreements shall be specified on the Purchase Order, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.

E. Subrecipients: If the Recipient enters into subagreements for the performance of work pursuant to the Purchase Order Agreements, the Recipient shall take full responsibility for the acts and omissions of its subrecipients. Nothing in the subagreement shall impair the rights of the State under Purchase Order Agreements. No contractual relationship shall be deemed to exist between the subrecipient and the State.

F. Indemnification: The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its subrecipients pursuant to the Purchase Order Agreements. The Recipient shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Purchase Order Agreements.

G. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the

purposes of set-off, any moneys due to the Recipient under the Purchase Order Agreements up to any amounts due and owing to the State with regard to the Purchase Order Agreements, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Purchase Order Agreements, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or the New York State Office of the State Comptroller.

H. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Purchase Order Agreements. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

I. No Arbitration: Disputes involving the Purchase Order Agreements, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Purchase Order Agreements may not be assigned by the Recipient or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State’s previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of the Purchase Order Agreements, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and where the assignment is due to a reorganization, merger, or consolidation of the Recipient’s business entity or enterprise. The State retains its right to approve an assignment and to require that the merged Recipient demonstrate its responsibility to do business with the State. The Recipient may, however, assign its right to receive payments without the State’s prior written consent unless the Purchase Order Agreements concern Certificates of Participation pursuant to Article 5-A of the State Finance Law.

K. Non-Collusive Bidding Certification: In accordance with Section 139-d of the State Finance Law, if the Purchase Order Agreements were awarded based upon the submission of bids, the Recipient affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Recipient further affirms that, at the time

the Recipient submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on the Recipient's behalf.

L. Grounds for Termination:

1. Mutual Consent: The Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.
2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.
3. Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Purchase Order Agreements at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
4. Convenience: The State may terminate the Purchase Order Agreements in its sole discretion upon thirty (30) calendar days' prior written notice.
5. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Purchase Order Agreements or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Purchase Order Agreements, the State Agency, may at its discretion, terminate or reduce the Purchase Order Agreements, provided that no such reduction or termination shall apply to allowable costs already incurred by the Recipient where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Purchase Order Agreements, all remaining funds paid to the Recipient that are not subject to allowable costs already incurred by the Recipient shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Purchase Order Agreements. The Recipient acknowledges that any funds due to the State Agency or the State because of disallowed expenditures after audit shall be the Recipient's responsibility.
6. Force Majeure: The State may terminate or suspend its performance under the Purchase Order Agreements immediately upon the occurrence of a "force majeure." For purposes of the Purchase Order Agreements, "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

M. Notice of Termination:

1. Service of notice: Written notice of termination shall be sent by (i) personal messenger service; or (ii) certified mail, return receipt requested and first class mail.
2. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

N. Effect of Notice and Termination on State's Payment Obligations:

1. Upon receipt of notice of termination, the Recipient agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
2. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Purchase Order Agreements. In no event shall the State be liable for expenses and obligations arising from the requirements of the Purchase Order Agreements after its termination date.

O. Notices of Matters Not Related to Termination: All notices, except for notices of termination, shall be in writing and shall be transmitted either:

1. by certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by electronic mail.

P. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Recipient agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence of such problem, a written description thereof together with a recommended solution thereto.
2. The Recipient shall immediately notify in writing the program manager assigned to the Purchase Order Agreements of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Recipient, any subrecipient or program participant funded through the Purchase Order Agreements, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Recipient; or other matters of a similarly serious nature.

Q. Suspension: The State may, in its discretion, order the Recipient to suspend performance for a reasonable period of time. In the event of such suspension, the Recipient shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Recipient shall comply with the particulars of the notice. The State shall have no obligation to reimburse Recipient's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Purchase Order Agreements.

R. Confidentiality: The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Purchase Order Agreements, or any other information, data or records marked as, or reasonably deemed, confidential by the State ("Confidential Information") only for the limited purposes of the Purchase Order Agreements and in conformity with applicable provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

S. Publicity:

1. "Publicity" shall mean, but not be limited to, news conferences, news releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Purchase Order Agreements may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Recipient and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Recipient is an educational institution, the Recipient may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Purchase Order Agreements and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Purchase Order Agreements, or if requested by the State, the Recipient shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Purchase Order Agreements (but are not deliverable under the Purchase Order Agreements), provided that the Recipient first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section S(2) hereof.

T. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

U. Iran Divestment Act:

1. By entering into the Purchase Order Agreements, the Recipient certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”).
2. The Recipient further certifies that it shall not utilize on the Purchase Order Agreements any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Purchase Order Agreements, it must provide the same certification at the time the Purchase Order Agreements are renewed or extended. The Recipient also agrees that any proposed assignee of the Purchase Order Agreements shall be required to certify that it is not on the Prohibited Entities List before the Purchase Order Agreements assignment shall be approved by the State.
3. During the term of the Agreement, should the State receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the State will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.
4. The State reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of the Purchase Order Agreements, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. Severability: Any provision of the Purchase Order Agreements that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Purchase Order Agreements shall attempt in good faith to reform the Purchase Order Agreements in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

W. Governing Law: The Purchase Order Agreements shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

NEW YORK STATE DEPARTMENT OF STATE

Agreement # TM61388

Term: 4/1/2006- 7/31/2016

Contractor: CITY OF BINGHAMTON

AGREEMENT AMOUNT \$5,000.00

Budget Summary	
Personal Services	\$
Non-Personal Services	\$
Contractual Services	\$
Equipment	\$
Total	\$5,000.00

- The total of your budget must equal the amount of your allocation as detailed on the Legislative Initiative Form.
- The budget is intended to show the items of expense which will be funded under this agreement. (Please do not show the entire cost of the project if it exceeds the amount of funding provided by this Agreement).
- **Notwithstanding the period set forth on the Face Page located on page one of this Agreement, absent reappropriation in the subsequent State Budget, funds allotted under this Agreement will cease to be available on September 15 following the current end date of the Agreement. To afford reasonable assurance that payment can be made by the Department, final payment requests must be received by the Department's Bureau of Fiscal Management no later than August 15.**

WORKPLAN

Budget Justification: (explain each cost, how and why it is needed for this project completion and how it relates to the purpose on the initiative form)

- Indoor Tennis Conversation - Replace old table
- Treadmill - due to usage, 2nd Treadmill needed
- Dining Room Chairs - replace worn out chairs
- Office Chair - replace old chair

Email: _____

APPROVED (DOS USE ONLY)	
NYS Department of State:	
Name:	
Title:	
Signature	Date

NEW YORK STATE DEPARTMENT OF STATE
DISCLOSURE AND ACCOUNTABILITY CERTIFICATION

If the Recipient is a nongovernmental entity, this Disclosure and Accountability Certification must be completed and returned. Recipient hereby acknowledges that this Disclosure and Accountability Certification is made a part of this Agreement and that any misrepresentation of fact contained herein may result in termination of the Agreement.

I. Definitions

As used herein in this Appendix:

- (1) "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the specified party.
- (2) "Contractor" means the party or parties receiving funds pursuant to the terms of this Contract.
- (3) "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants of the party or of the party's spouse, (iii) any sibling of the party or of the party's spouse, (iv) any person sharing the home of any of the foregoing, (v) any staff member, employee, director, officer or agent of the party, and (vi) Affiliates or subcontractors of the party.
- (4) "Sponsoring Member(s)" means the sponsoring Assembly Member or State Senator that sponsored the grant related to this Contract in the Fiscal Year 2007-8 New York State Budget. With respect to the Executive Allocations from lump sum appropriations in such budget, the "Sponsoring Member" shall be Governor Eliot Spitzer.

II. No Conflict of Interest

The Recipient affirms, to the best of its knowledge, under penalty of perjury, that neither the Sponsoring Member(s) nor any Related Parties to Sponsoring Member(s) has any financial interest, direct or indirect, in the Contractor, or has received or will receive any financial benefit, either directly or indirectly, from the Recipient or from the matters contained in this Agreement.

III. Good Standing

The Recipient affirms, to the best of its knowledge, under penalty of perjury that:

- (A) At no time during the past five years has the Recipient: (1) been barred by a government agency from entering into a government contract as a result of inappropriate activity or unlawful conduct; (2) no officer or board member of the Recipient has been convicted or charged with a felony or misdemeanor; or (3) it has not failed to file federal, state or city tax returns or pay taxes owed; and
- (B) Neither the Recipient, nor any of the Recipient's Related Parties, has paid any third party or agent, either directly or indirectly, to aid in the securing of this Agreement.

To the extent the answer to any of these questions is "yes," please describe the events and circumstances in a separate document and attach it hereto.

II. Funds Used Solely for Public Purpose

The Recipient affirms, to the best of its knowledge, under penalty of perjury, that all funds expended pursuant to the terms of this Agreement are intended to be used and will be used solely and directly for the public purpose or public purposes specified in the Legislative Initiative Form, Budget and Workplan attached hereto and made a part of this this Agreement.

III. Sponsoring Member(s)

The Sponsoring Member(s) of the local legislative initiative pursuant to which this Agreement will be funded is/are _____.

The undersigned recognizes that this Disclosure and Accountability Certification is submitted for the express purpose of assisting the State of New York in making a determination regarding the award of a Legislative Member Item acknowledges that the State of New York may in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein; acknowledges that knowing or intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45; and states that the information submitted in this Disclosure and Accountability Certification and the attachment thereto are true, accurate and complete.

Name of Recipient Organization

Signature of Authorized Official/Date

Address

Printed Name of Authorized Official

City, State, Zip Code

Title

Sworn to before me this

_____ day of _____, 201__

Notary Public



PPF
7-8-15

Purchase Order

Fiscal Year 2015

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **15001984-00**

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CITY OF BINGHAMTON
DEPARTMENT OF PURCHASE
38 HAWLEY ST - 2nd FLOOR
BINGHAMTON NY 13901-3769

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UPSTATE OFFICE FURNITURE
718 AZON ROAD
JOHNSON CITY NY 13790

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CITY OF BINGHAMTON
38 HAWLEY ST
BINGHAMTON NY 13901

Vendor Phone Number		Vendor Fax Number		Requisition Number 15101990		Delivery Reference PAT MCGINNIS	
Date Ordered 05/27/2015	Vendor Number 3782	Date Required	Freight Method/Terms			Department/Location PARKS	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	FIRST WARD CENTER The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading CHAIR FOR OFFICE A7620 - 52200			1.0	Each	\$132.000	\$132.00
			132.00				

Date Received

Inspected by

free park
Department Head Signature

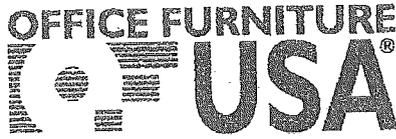
RECEIVING COPY

PO Total

\$132.00

21

UPSTATE



Invoice

DATE	INVOICE #
6/30/2015	12626

www.upstateofficefurniture.com
 718 Azon Road • Johnson City, NY 13790
 607/722-9234 • Fax 607/722-3148

CMWBE #52291

BILL TO	SHIP TO
BINGHAMTON CITY OF PURCHASING DEPT.38 HAWLEY STREET BINGHAMTON, NY 13901	BINGHAMTON CITY OF SENIOR CENTER 226 CLINTON STREET BINGHAMTON, NY 13905 759-4398/JESSICA ALLEN

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	REFERENCE	DIVISION
15001984-00	NET 25	KEITH	6/30/2015	CO.TRUCK		K69BING

QTY	DESCRIPTION	PRICE EACH	AMOUNT
1	VS5241	132.00	132.00
	TASK CHAIR W/ ARMS		132.00
	SUBTOTAL		132.00
1	DELIVERY	0.00	0.00
	DELIVERY		0.00

WE APPRECIATE YOUR BUSINESS

Received	Date	Total	\$132.00
X	/ /		

WARRANTY:

We warranty our work for 90 days. New goods and materials hold the manufacturers warranties. Copies upon request. Used products may have a warranty, but none is expressed or implied. Copies, if applicable, upon, request.

OF/USA purchases may not be cancelled or returned. No keys are guaranteed unless specified.

TERMS:

- Deposit required, balance C.O.D. upon receipt of product.
- Credit by prior approval: Net 25 days - After that date balance subject to a FINANCE CHARGE of 1.5% PER MONTH or 18% ANNUALLY.

REMIT TO:

UPSTATE OFFICE FURNITURE
 718 AZON ROAD
 JOHNSON CITY, NY 13790

22

PFP
9-25-14

Purchase Order



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
Purchase Order # **14002276-00**

BILL TO

CITY OF BINGHAMTON
DEPARTMENT OF PURCHASE
38 HAWLEY ST - 2nd FLOOR
BINGHAMTON NY 13901-3769

VENDOR

UPSTATE OFFICE FURNITURE
718 AZON ROAD
JOHNSON CITY NY 13790

SHIP TO

CITY OF BINGHAMTON
38 HAWLEY ST
BINGHAMTON NY 13901

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		14102145	TERRY RYAN

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/26/2014	3782			PARKS

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	FIRST WARD CENTER				
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	BR32-E3 UNITED CHAIR ARCCOM "STRAND-IT" AC-68736 BLUEBERRY #7 A7620 - 52200	9.0	Each	\$241.000	\$2,169.00
				\$2,169.00	
2	BR32-E3 UNITED CHAIRS FABRIC - ARCCOM "BEAT IT" AC-68774 TWILIGHT #5 A7620 - 52200	8.0	Each	\$226.000	\$1,808.00
				\$1,808.00	
	A7620 - 52200			3,977.00	

Date Received _____ Inspected by Bill Park
Department Head Signature

RECEIVING COPY

PO Total **\$3,977.00**

23

UPSTATE

OFFICE FURNITURE
USA®

Invoice

www.upstateofficefurniture.com
718 Azon Road • Johnson City, NY 13790
607/722-9234 • Fax 607/722-3148

CMWBE #52291

DATE	INVOICE #
8/4/2014	11315

BILL TO

FIRST WARD SENIOR CENTER
226 CLINTON STREET
BINGHAMTON, NY 13901

SHIP TO

FIRST WARD SENIOR CENTER
226 CLINTON STREET
BINGHAMTON, NY 13797
797-307/TERRY RYAN ✓

(2)

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	REFERENCE	DIVISION
14002276-00	NET 25	KEITH	8/4/2014	CO.TRUCK		K-UOF

QTY	DESCRIPTION	PRICE EACH	AMOUNT
9	BR32E GUEST CHAIR / COM ARC/COM STRAND IT / AC-68736 BLUEBERRY	241.00	2,169.00
8	BR32E GUEST CHAIR / COM ARC/COM BEAT BOX AC68774 TWILIGHT 5	226.00	1,808.00
1	DELIVERY SUBTOTAL DELIVERY	0.00	3,977.00 0.00

WE APPRECIATE YOUR BUSINESS

Received X <i>Terry R. Ryan</i>	Date 9 12/1/14	Total \$3,977.00
------------------------------------	-------------------	---------------------

WARRANTY:

We warranty our work for 90 days. New goods and materials hold the manufacturers warranties. Copies upon request. Used products may have a warranty, but none is expressed or implied. Copies, if applicable, upon request.

OF/USA purchases may not be cancelled or returned. No keys are guaranteed unless specified.

TERMS:

- Deposit required, balance C.O.D. upon receipt of product.
- Credit by prior approval: Net 25 days - After that date balance subject to a FINANCE CHARGE of 1.5% PER MONTH or 18% ANNUALLY

REMIT TO:

UPSTATE OFFICE FURNITURE
718 AZON ROAD
JOHNSON CITY, NY 13790

24



PPF
8-28-15

Purchase Order

Fiscal Year 2015

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **15003027-00**

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CITY OF BINGHAMTON
DEPARTMENT OF PURCHASE
38 HAWLEY ST - 2nd FLOOR
BINGHAMTON NY 13901-3769

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DICK'S CLOTHING & SPORTING GOODS INC
347 COURT STREET
BINGHAMTON NY 13904

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BINGHAMTON PARKS GARAGE
18 ELDRIDGE ST
BINGHAMTON NY 13901

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
				15103056		PAT MCGINNIS			
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
08/23/2015		1420						PARKS	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price		
	FIRST WARD CENTER								
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading								
1	SOLE F60 TREADMILL			1.0	Each	\$699.980	\$699.98		
	ACCOUNT # 10110								
	TAX EXEMPT								
	A7620 - 52600						699.98		

Date Received _____

Inspected by *Bill Barber*

Department Head Signature _____

RECEIVING COPY

PO Total **\$699.98**

26

DICK'S SPORTING GOODS

Binghamton, NY
(607) 724-4361

8/25/15 10:35 AM
RECEIPT EXPIRES ON 11/23/15

S-00001 R-2 T-0973 A-0000752 SALE

**** DUPLICATE RECEIPT ****

Your associate today is: Tina

TAX EXEMPT SALE

Customer Copy

795447560834 F602014TRE/N 699.97 N

ITEM TOTAL 699.97

SUBTOTAL 699.97

TOTAL 699.97

TAX EXEMPT #A762052600
STORE CHARGE PO \$699.97
ACCOUNT #: 10110
PO#15003027 00
CHANGE DUE 0.00

CUSTOMER INFORMATION:
OF BINGHAMTON
CITY
38 HAWLEY ST
2ND FLOOR
BINGHAMTON NY 13901
(607) 772-7017

CITY OF BINGHAMTON
(607) 772-7017

SEND PAYMENT TO:
DICK'S SPORTING GOODS
345 COURT STREET
CORAOPOLIS, PA 15108
PAYMENT DUE WITHIN 30 DAYS

8-17-15



FREE SHIPPING WITH NO MINIMUM PURCHASE

Online Only Excludes PING. [Details](#)

SOLE F60 Treadmill

★★★★☆ 106 reviews | [Write a review](#)

\$699.98 ~~\$1399.99*~~

Save \$700.01 (50%)

Free Shipping No Minimum Purchase! Up to \$15 Shipping Credit. ⓘ

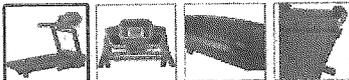
EXTENDED SERVICE CONTRACT (optional) ⓘ

QUANTITY



Check Store Availability

Usually ships in 5 - 7 business days. ⓘ
Standard Freight Delivery ⓘ

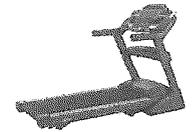


LARGER VIEW | PLAY VIDEO

You May Also Like:



SOLE F63 Treadmill
\$1,699.99



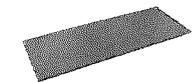
SOLE F80 Treadmill
\$1,499.99



SuperMats Super
TreadMat
\$39.99



Fuel FT94 Treadmill
\$599.99



SuperMats Super
TreadSolid Mat
\$49.99

Product Information:

[Buying Guide](#) ⓘ

Reach personal running goals with the SOLE F60 Treadmill, a high quality machine built with a 2.75 CHP motor. Made to deliver challenging speeds up to 12 mph, it features inclines up to 15 percent for a solid workout. With a combination of quality and affordability, the F60 Treadmill is a great fitness value featuring heart rate control programs compatible to work with any wireless chest strap and 10 pre-programmed workouts for custom training.

FEATURES:

- 2.75 continuous horsepower (CHP) motor to support running endurance
- Features 10 easy to use pre-programmed workouts (6 Standard, 2 User Defined, 2 Heart Rate)
- Single LCD 5.5" display for quick reference of your workout information
- Conveniently placed speed and incline controls for minimal workout interruption
- Double woven 2-ply belt with a 1" phenolic deck and cushion flex suspension system
- Built-in speaker sound system with 2 way cable for iPod or MP3 player connection
- Built-in cooling fans
- Start/stop safety key for emergency shut-off
- Folding deck and transport wheels allow simple deck release and movement for storage
- Manufacturer's warranty: Lifetime frame and motor, 3 years deck, 3 years electronics, 3 years wear items, 1 year labor
- Model: F60-2013
- SOLE

For additional information relating to the Manufacturer's Warranty, please contact 1-866-697-6531.

KEY SPECS:

- Maximum user capacity: 325 lbs
- Motor: 2.75 CHP
- Display: Single 5.5" LCD, backlit blue
- Heart Rate Technology: Pulse grips and heart rate control programs, wireless chest straps compatible (not included)
- Speed Levels: 0.5-12 MPH
- Incline Levels: 0-15%
- Emergency Shut-off: Start/stop safety key
- Cooling Fans: Yes
- Deck Size: 33" Width x 78" Length
- Deck: 1" phenolic deck
- Shock Absorption: Cushion flex suspension system

A7620.52600 EQUIPMENT

27



AFP
12-2-15

Purchase Order

Fiscal Year 2015

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **15004023-00**

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CITY OF BINGHAMTON
DEPARTMENT OF PURCHASE
38 HAWLEY ST - 2nd FLOOR
BINGHAMTON NY 13901-3769

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DICK'S CLOTHING & SPORTING GOODS INC
347 COURT STREET
BINGHAMTON NY 13904

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CONFIRMING ORDER
DO NOT DUPLICATE

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				15104060		PAT MCGINNIS	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
11/24/2015	1420				PARKS		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	FIRST WARD CENTER						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	STIGA MASTER SERIES ST1100 INDOOR TABLE TENNIS CONVERSION TOP			1.0	Each	\$129.990	\$129.99
	PICK UP AT STORE PICK UP AT STORE A7620 - 54102						129.99

Date Received 12/2/15 
 Inspected by

 Department Head Signature

RECEIVING COPY

PO Total **\$129.99**

28

DICK'S SPORTING GOODS

Binghamton, NY
(607) 724-4361

11/30/15 09:36 AM
RECEIPT EXPIRES ON 02/28/16

S-00001 R-2 T-0400 A-0000752 SALE

Your associate today is: Tina

TAX EXEMPT SALE

Customer Copy

✓ 754806131986 ST1100/NCOLR 129.99 N

ITEM TOTAL 129.99

SUBTOTAL 129.99

TOTAL 129.99

TAX EXEMPT #P3KVP
STORE CHARGE PO \$129.99
ACCOUNT #: 1500402300
PO#1500402300
CHANGE DUE 0.00

CUSTOMER INFORMATION:
CITY OF BINGHAMTON CITY OF BING
CITY OF BINGHAMTON
38 HAWLEY ST 2ND FLOOR
BINGHAMTON NY 13901-3769
(607) 772-7017

CITY OF BINGHAMTON
(607) 772-7017

SEND PAYMENT TO:
DICK'S SPORTING GOODS
345 COURT STREET
CORAOPOLIS, PA 15108
PAYMENT DUE WITHIN 30 DAYS



1000010020400113015013

Get your ScoreCard today!
It's FREE! Earn one point for every
\$1 of merchandise purchased.
300 points = \$10 Reward

11-18-15



FREE SHIPPING WITH NO MINIMUM PURCHASE
Online Only. Excludes PING & YETI. Additional Exclusions Apply. [Details](#)

NEED IT FAST? BUY ONLINE, PICK UP IN STORE
[Shop Now](#)

Stiga Master Series ST1100 Indoor Table Tennis Conversion Top

NOW: \$129.99 (13% off!)
Was: \$149.99*

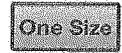
★★★★☆ 26 reviews | [Write a review](#)

Free Shipping No Minimum Purchase! Up to \$15 Shipping Credit. ⓘ

COLOR: Black



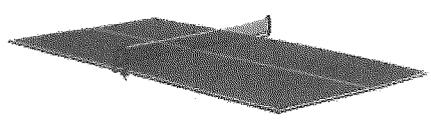
SIZE: One Size



QUANTITY

[Check Store Availability](#)

🚚 Usually ships in 4 - 5 business days. ⓘ
 Standard Freight Delivery (normally \$148.27) ⓘ



[LARGER VIEW](#)

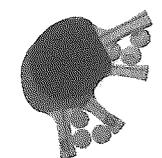
You May Also Like:



Stiga Master Series Tournament...
 ★★★★★ (18)
\$39.99



Stiga Master Series Deluxe Net and...
 ★★★★★ (26)
\$16.99



Stiga Master Series Performance...
 ★★★★★ (40)
\$39.99



Stiga Master Series ST3100...
 ★★★★★ (335)
\$329.99



Butterfly 3/4" Table Tennis...
 ★★★★★ (3)
\$384.99

Product Information:

Place the Stiga® Master Series ST1100 Indoor Table Tennis Conversion Top on your billiard table to change up the tempo. This is a surface top only that conveniently sits on top of most 7' and 8' tables for total family fun. The 1/2" top is lined with sponge-rubber strips to protect your table and eliminate shifting. The Stiga® ST1100 Table Tennis Conversion Top is great when space is limited but competitive spirits are high.

FEATURES:

- Conversion top table tennis table
- Fits most 7' and 8' tables
- Hinged, 4-piece design
- Fits in most cars and SUVs
- Easy to transport and store
- Sponge-rubber strips protect table
- 1/2" top
- Smooth and durable silk-screened striping
- Table: 9' x 5' x 1/2"
- Carton Size: 58" x 34" x 3"
- Net and post set not included
- Surface top only
- 1-year limited manufacturer's warranty
- Style: T8712
- Stiga

[Click here for additional information relating to the Manufacturer's Warranty.](#)

30



Legislative Branch

RL Number:
16-057
Date Submitted:
2/3/16

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: Jared M. Kraham

Title/Department: Office of the Mayor

Contact Information: x7001

RL Information

Proposed Title: An Ordinance authorizing the donation of 26 Stuyvesant St.

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



Legislative Branch

RL Number:
16-058
 Date Submitted:
2/5/16

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: Jared M. Kraham
Title/Department: Office of the Mayor
Contact Information: x 7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with CMA Inc. to lease the Fire Dept. Station at 477 State St. for installation of a micro cell tower.

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): R 15-004

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



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: January 7, 2015

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

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH CMA, INC. TO MARKET
CITY-OWNED PROPERTY FOR WIRELESS
INFRASTRUCTURE

WHEREAS, the City of Binghamton owns certain properties and rights-of-way that can be utilized for wireless communication infrastructure; and

WHEREAS, the City of Binghamton wishes to enter into an agreement with CMA, Inc. for the promotion and lease of said properties by wireless communications companies; and

WHEREAS, the City of Binghamton will receive sixty (60%) percent of all lease/license rental income for the properties leased/licensed as a result of the proposed agreement.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with CMA, Inc. for the promotion and lease of properties and rights-of-way that can be utilized for wireless communication.

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 1/7/15. Approved by the
Mayor on 1/7/15

Introductory No. R15-4

Permanent No. R15-4

Sponsored by City Council Members:
Berg, Motsavage, Matzo, Mihaliko, Papastrat

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH CMA, INC. TO MARKET CITY-
OWNED PROPERTY FOR WIRELESS
INFRASTRUCTURE

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

Date January 7, 2015

City Clerk Jenny Pilla

Date Presented to Mayor January 8, 2015

Date Approved 1/8/15

Mayor Richard D. Strick

	Ayes	Nays	Abstain	Absent
Motsavage	<u>✓</u>			
Mihaliko	<u>✓</u>			
Remia	<u>✓</u>			
Webb	<u>✓</u>			
Papastrat	<u>✓</u>			
Matzo	<u>✓</u>			
Berg	<u>✓</u>			
Total	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

Kraham, Jared

From: Thomas, Daniel
Sent: Thursday, February 04, 2016 1:52 PM
To: Kraham, Jared
Subject: RE: 477 State St. Micro Tower

Jared,

Deputy Chief L. Ostanek met with a representative from the company that would like to install the micro cell tower on Station #3 at 139 W. State St. Based on their discussion and understanding that the tower would be installed on the side of the station (and not the roof) and that they would enclose the equipment that goes on the ground with a fence, I have no objection to this project. Nothing was discussed with regards to the lease or any compensation for the use of the property.

Thanks,

Daniel L. Thomas
Fire Chief
(607) 772-7016

From: Kraham, Jared
Sent: Thursday, February 04, 2016 9:40 AM
To: Thomas, Daniel
Subject: 477 State St. Micro Tower

Chief Thomas,

Can I get a written OK regarding the micro tower install we've been discussing for the North Side Fire Station? I want to be able to have that for a presentation to Council to approve the contract.

Thanks,

Jared

Example with
Johnson City

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 14 day of April, 2015, by and among the **VILLAGE OF JOHNSON CITY**, a municipal corporation, with its principal offices located at 243 Main Street, Johnson City, New York 13790, hereinafter designated LESSOR, and **BINGHAMTON MSA LIMITED PARTNERSHIP**, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately (36) square feet of space (the "Equipment Space") on the outside of the building (the "Building") located at 270 Floral Avenue, Village of Johnson City, Broome County, New York, Tax Map No. 143.80-4-37, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Equipment Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, provided that for all such ingress and egress through the Building LESSEE shall be accompanied by a representative of LESSOR and shall be made upon 12 hours' prior notice to LESSOR during non-emergency access. LESSEE may call the Village Hall at 607-798-7861 to set up this access. LESSEE shall use commercially reasonable efforts to perform routine maintenance and inspections during LESSOR's standard business hours which are Monday thru Friday, 8:30 a.m. - 4:30 p.m. except during holidays recognized by the Village. In the event of an emergency, LESSEE shall call the Mayor at 607-343-6100 or 607-644-3506. LESSOR agrees to provide access as soon as reasonably possible in this situation. The Equipment Space, Antenna Space and Cabling Space as reasonably designated by the LESSOR are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR and the cost of said improvements shall be at LESSEE's sole cost and expense.

2. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that, to the best of LESSOR's knowledge, as of the Effective Date (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load

bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Premises does not contain hazardous substances, as such term may be defined under any applicable federal, state or local law in excess of applicable legal limits. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly take all commercially reasonable measures in LESSOR's reasonable discretion after receipt of written notice from LESSEE setting forth a description of such non-compliance, to rectify the same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of \$3,600 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to Communication Management Associates, Inc. at 1135 Gunter Court, Alpharetta, GA 30022 ("AGENT") or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR, AGENT (by its signature below) and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

The rental for each successive five year Term, as contemplated in Section 5 shall be increased by ten (10%) percent as of the commencement of the extension term.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation reasonably requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party

and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. In consideration for electrical service, \$900 per year shall be added to the annual rent due under this Agreement as additional rent. The electrical services cost for each successive five year Term, as contemplated in Section 5 shall be increased by ten (10%) percent as of commencement date of the extension term. LESSEE shall be permitted, during any power interruption at the Premises, to install, maintain and/or provide access to and use of, as necessary, a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. Subject to the rent and additional rent increases contemplated in Sections 3 and 4 above, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right, within the Premises, to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. In the event that the addition of any equipment increases LESSEE's overall electrical usage, LESSEE and LESSOR agree to re-evaluate the fee paid in paragraph 4. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR agrees to cooperate with LESSEE in its effort to obtain such approvals. LESSOR acknowledges, consents to and joins in any application for Governmental Approvals and authorizes LESSEE to execute any documents required in furtherance of any such applications. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR, and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement after the initial Term and upon the annual anniversary thereafter of the Commencement Date provided that three (3) months prior notice is given to LESSOR. Notwithstanding anything to the contrary contained herein, provided that LESSOR is not in default hereunder beyond applicable notice and cure periods, LESSOR shall have the right to terminate this agreement upon the expiration of the second renewal term and the expiration of any succeeding renewal term by providing LESSEE with three (3) months prior written notice.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference to any equipment of LESSOR, or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference at LESSEE's expense, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR shall not be entitled to terminate this Agreement or relocate the equipment so long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR, and/or any other

tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days , upon expiration of the Term, or after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. Intentionally deleted.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no liens, judgments or impediments of title on the Property, covenants, easements or restrictions which will prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR (though LESSEE will provide notice) to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Any such sale, assignment or transfer shall be under and subject to this Agreement and any such assignee shall recognize LESSOR's rights hereunder under the terms of this Agreement.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular

business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:Village of Johnson City
243 Main Street
Johnson City, New York 13790
Attn: Mayor

With Copy to:

Coughlin & Gerhart, LLP
99 Corporate Drive
Binghamton, NY 13902
Attn: Village of Johnson City

With Copy to:

CMA, Inc
1135 Gunter Court
Alpharetta, GA 30009
Attn: Paul Reynolds

LESSEE: Binghamton MSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement prepared by LESSEE, in a form reasonably acceptable to LESSOR, which LESSEE may record with the appropriate recording officer at LESSEE's expense. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently and in good faith pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a

default under this Agreement if either LESSOR or LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by either party if the failure to perform such an obligation interferes with LESSEE's or LESSOR'S ability to conduct its business in the Building or upon the Property; provided, however, that if the nature of the obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued in good faith to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within Ninety (90) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than Ninety (90) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing and provided such fire or other casualty is not the result of the negligence or willful misconduct of LESSEE, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific equipment and use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

25. LESSOR and LESSEE each acknowledge that LESSOR has been represented in negotiating this Agreement by AGENT. LESSOR and LESSEE represent and warrant that LESSEE has not used a broker or agent in connection with this Agreement and owes no broker's commission or any other fee of any kind to AGENT or any other broker.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: VILLAGE OF JOHNSON CITY

By: Cory P...

Its: Mayor

Date: 3/2/15

LESSEE: BINGHAMTON MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

By: NYNEX Mobile of New York Limited Partnership, Its General Partner

By: Upstate Cellular Network, Its General Partner

By: Cellco Partnership, Its General Partner

By: [Signature]
David R. Heverling

Its: Area Vice President Network

Date: 4/14/15

Acknowledged as to Sections 3 and 25:

AGENT: Communication Management Associates

By: [Signature]

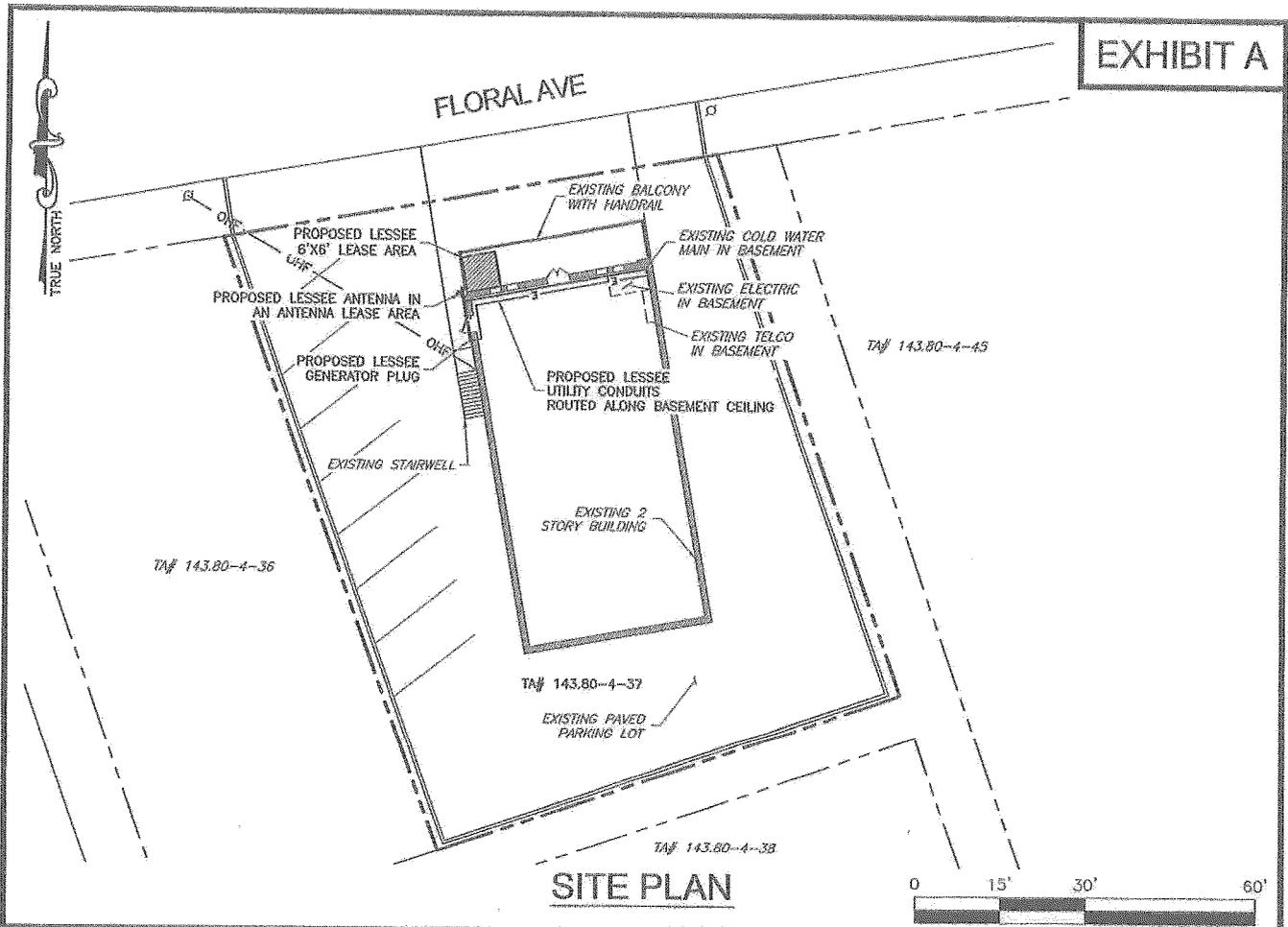
Its: President

Date: 2/12/15

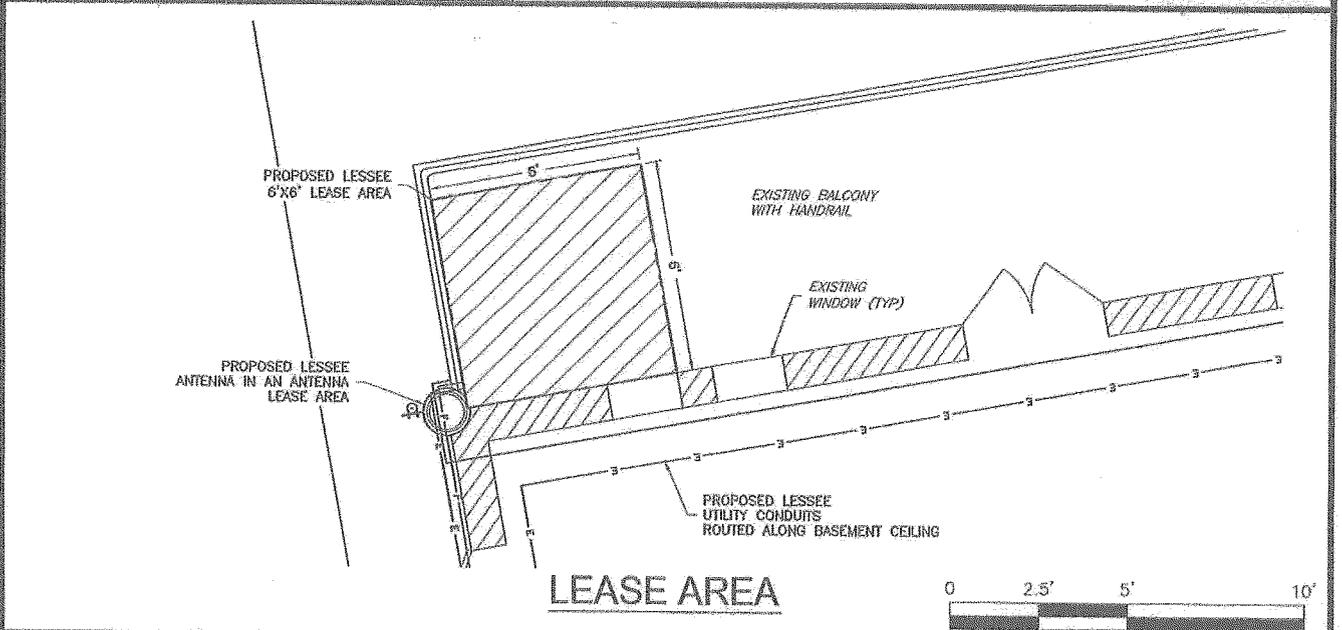
EXHIBIT "A"

SITE PLAN OF PREMISES

EXHIBIT A



SITE PLAN



LEASE AREA

NB+CTM
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
177 GENTRY PARKWAY WEST
DUBLIN HALL, SUITE 210
ELLENSDALE, PA 16822
(814) 864-9122

PN20141122519/LC311249
FIRE STATION SOUTH
270 FLORAL AVENUE
JOHNSON CITY, NY 13790
VILLAGE OF JOHNSON CITY
BROOME COUNTY

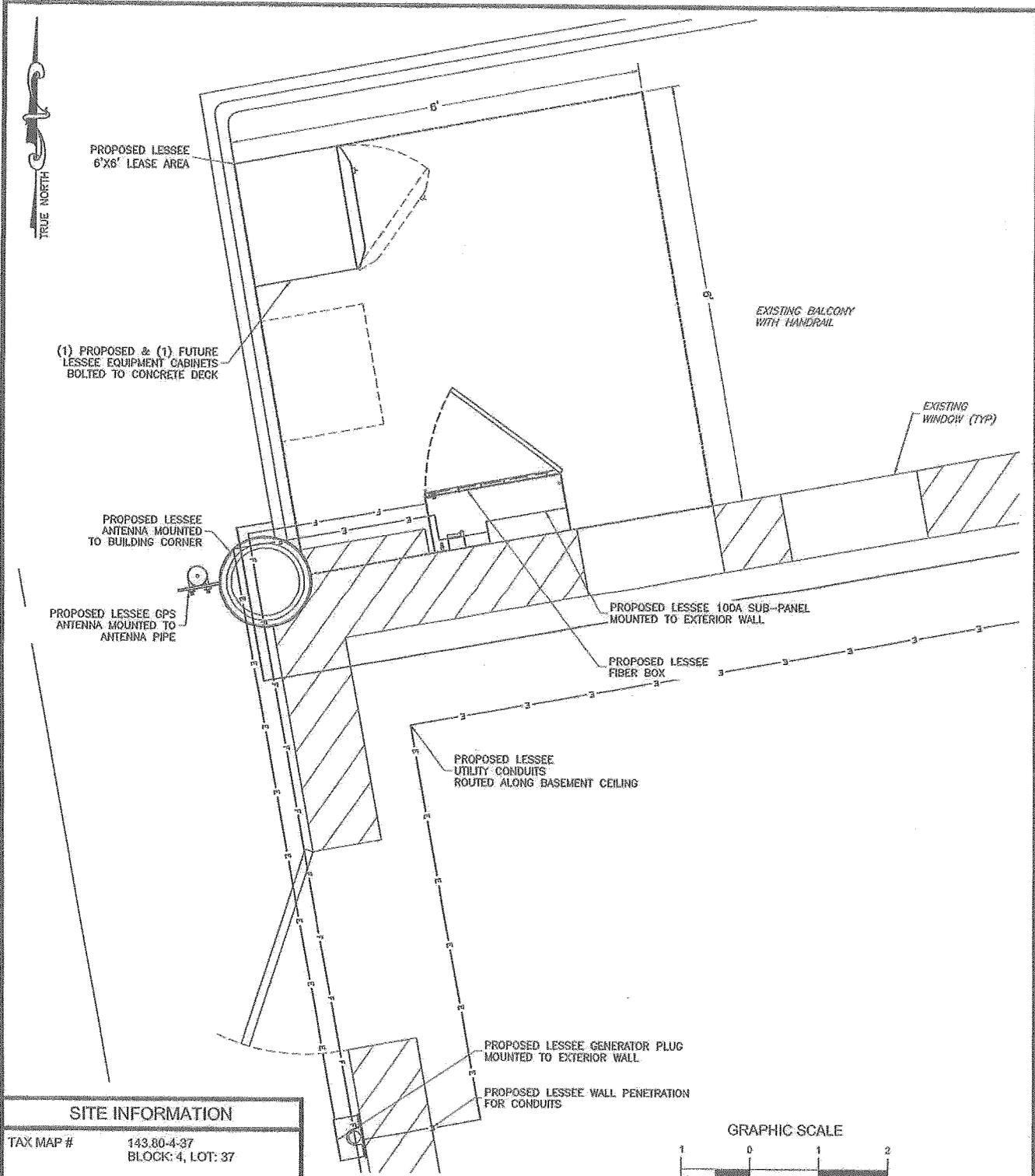
SUBMITTALS

PRELIMINARY	10/13/14
REVISED	01/29/15
FINAL	02/06/15

VERIZON WIRELESS (LESSEE)



175 CALKINS ROAD
ROCHESTER, NY 14623

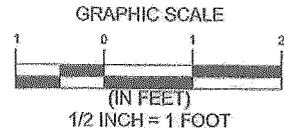


SITE INFORMATION

TAX MAP # 143.80-4-37
 BLOCK: 4, LOT: 37

LAT (NAD 83): N 42° 06' 26.53"
 LONG (NAD 83): W 75° 57' 35.20"

GROUND ELEV: 861.0' (AMSL)



EQUIPMENT PLAN

NB+C
 TOTALLY COMMITTED.

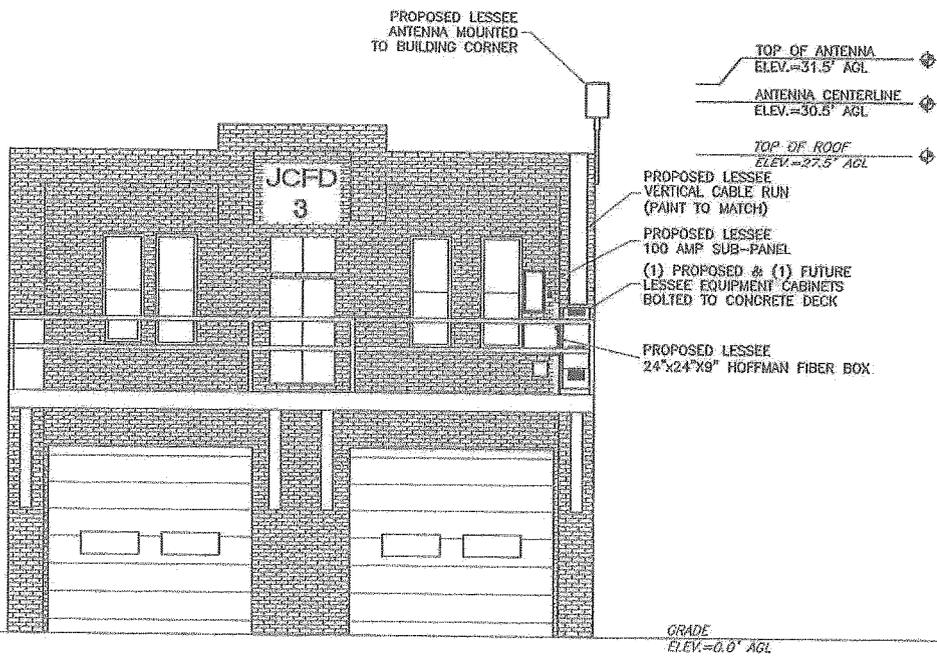
NB+C ENGINEERING SERVICES, LLC.
 1777 SENTRY PARKWAY WEST
 DUBLIN HALL, SUITE 210
 BLUE BELLS, PA 19024
 (610) 409-0125

PN20141122519/LC311249
 FIRE STATION SOUTH
 270 FLORAL AVENUE
 JOHNSON CITY, NY 13790
 VILLAGE OF JOHNSON CITY
 BROOME COUNTY

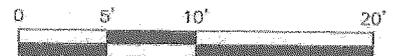
SUBMITTALS	
PRELIMINARY	10/13/14
REVISED	01/29/15
FINAL	02/06/15

VERIZON WIRELESS (LESSEE)

175 CALKINS ROAD
 ROCHESTER, NY 14623



ELEVATION



<p>TOTALLY COMMITTED.</p> <p>NB+C ENGINEERING SERVICES, LLC. 1177 GENTRY PARKWAY WEST DUBLIN, VA, SUITE 210 BLUE HILL, VA 23002 (207) 459-0122</p>	<p>PN20141122519/LC311249 FIRE STATION SOUTH 270 FLORAL AVENUE JOHNSON CITY, NY 13790 VILLAGE OF JOHNSON CITY BROOME COUNTY</p>	<p>SUBMITTALS</p>		<p>VERIZON WIRELESS (LESSEE)</p> <p>175 CALKINS ROAD ROCHESTER, NY 14623</p>
		<p>PRELIMINARY</p> <p>REVISED</p> <p>FINAL</p>	<p>10/13/14</p> <p>01/29/15</p> <p>02/08/15</p>	

48



Legislative Branch

RL Number:
16-059
Date Submitted:
2/5/16

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 Kellogg
Title/Department: Commissioner/Public Works
Contact Information: tjkellogg@cityofbinghamton.com

RL Information

Proposed Title: An ordinance authorizing a transfer in the Department of Public Works²⁰¹⁵ budget to cover the cost of the 2015 4th quarter tripartite invoice totaling \$62,180.75.

Suggested Content: Amend 2015 Budget
Permission to transfer \$6000 from budget line A1620.54202-Electricity, \$5600 from budget line A1620.54440-Elevator Service & Repair, \$13500 from budget line A5110.54130-

Construction Material & \$17900 from budget line A5182.54202-Electricity to budget line A1620.54663- Shared Maintenance (Broome Co).

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"/>



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: 2/5/2016

I respectfully request the below described transfer of funds due to the following reasons:
To cover the cost of the 2015 4th quarter tripartite invoice totaling \$62,180.75.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A1620.54202-Electricity	A1620.54663-Shared Maint (Broome Co	\$6000.00
A1620.54440-Elevator Service & Repair	A1620.54663-Shared Maint (Broome Co	\$5600.00

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

Signature: [Handwritten Signature]

Date: 2/5/2016

OFFICE USE ONLY

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

Signature: [Handwritten Signature]

Date: 2-5-2016

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: _____



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: 2/5/2016

I respectfully request the below described transfer of funds due to the following reasons:
To cover the cost of the 2015 4th quarter tripartite invoice totaling \$62,180.75.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A5110.54130-Construction Material	A1620.54663-Shared Maint (Broome Co	\$13500.00
A5182.54202-Electricity	A1620.54663-Shared Maint (Broome Co	\$17900.00

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

Signature: [Handwritten Signature]

Date: 2/5/2016

OFFICE USE ONLY

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

Signature: [Handwritten Signature]

Date: 2/5/16

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: _____



Legislative Branch

RL Number:
16-060
Date Submitted:
2/9/16

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 Zikuski
Title/Department: Police
Contact Information: 772-7090

RL Information

Proposed Title: A resolution authorizing the Mayor to renew agreements with various Broome County Department, outside agencies and municipalities for the STOP-DWI Program for 2016

Suggested Content: Accept grant funding in the amount of \$23,000 from Broome County for the STOP-DWI Task Force Unit for 2016

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"/>

Intro No. 15
Date 1/21/16
Reviewed by [Signature]
Co. Attorney
Date 1/4/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-15
Date Adopted 1/21/2016
Effective Date 1/25/16

Sponsored by: Public Safety & Emergency Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF FUNDING AGREEMENTS WITH VARIOUS VENDORS, BROOME COUNTY DEPARTMENTS, OUTSIDE AGENCIES, AND MUNICIPALITIES FOR THE SPECIAL TRAFFIC OPTIONS PROGRAM FOR DRIVING WHILE INTOXICATED (STOP-DWI) PROGRAM FOR 2016

WHEREAS, this County Legislature, by Resolution 507 of 2014, authorized renewal of the agreement with various Broome County departments, outside agencies, and municipalities for the Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Law Enforcement Program Grant in the total amount of \$143,000, for the period January 1, 2015 through December 31, 2015, and

WHEREAS, said services are necessary to provide funding to continue local STOP-DWI law enforcement efforts, and

WHEREAS, it is desired to renew agreements with various Broome County departments, outside agencies, and municipalities as shown in Exhibit "A" for the Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Law Enforcement Program Grant in the total amount of \$157,000 for the period January 1, 2016 through December 31, 2016, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of funding agreements with various Broome County departments, outside agencies, and municipalities as shown in Exhibit "A" for the Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Law Enforcement Program Grant for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes renewal of funding agreements with various Broome County departments, outside agencies, and municipalities as shown in Exhibit "A" and shall not exceed the amount of \$157,000, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget lines: 24000003 Various, 24000003.6004146 (Subcontracted Program Expenses), and 24000003.6004610 (Personal Services Chargeback), 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 January, 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 January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 1/25, 2016

Exhibit A

15

Summary of 2016 Law Enforcement Funding

<u>Agency</u>	<u>Contract</u>	<u>Grant</u>	<u>N.T.E. Grant Amount</u>
<u>STOP-DWI Task Force Vehicle Program</u>			
Binghamton Police	1512-1	STOP-DWI Task Force Vehicle	\$23,000
<u>STOP-DWI Task Force Overtime Program</u>			
Broome County Sheriff	1512	STOP-DWI Overtime Patrol	\$ 7,600
Deposit Police	1512	STOP-DWI Overtime Patrol	\$ 500
Endicott Police	1512	STOP-DWI Overtime Patrol	\$ 1,000
Johnson City Police	1512	STOP-DWI Overtime Patrol	\$10,000
Port Dickinson Police	1512	STOP-DWI Overtime Patrol	\$ 500
Vestal Police	1512	STOP-DWI Overtime Patrol	\$13,000
<u>STOP-DWI Equipment</u>			
All Law Enforcement Agencies, District Attorney, Probation and various other contract agencies.	1513	Maintenance and Repair of STOP-DWI Equipment	\$ 4,400
Broome County District Attorney		Help fund an Assistant District Attorney	\$59,000
Broome County Probation		To fund training and equipment to be determined in 2016	\$ 2,000
Broome County Probation		Help fund a Senior Probation Officer.	\$36,000
Total:			<u>\$157,000.00</u>

54



Legislative Branch

RL Number:

16-061

Date Submitted:

2/9/16

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: Jared Kraham

Title/Department: Executive Assistant to Mayor

Contact Information: 772-7001

RL Information

Proposed Title: Amend 2016 Budget - Transfer of funds per attached.

Suggested Content:

Additional Information

Does this RL concern grant funding? Yes No

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

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

OFFICE USE ONLY	
Mayor:	
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"/>

Decrease Expenses			
H5120	525027	51809 NS Plan & Specs	19,192.69
H5120	525137	40914 Exchange St Bridge	479,604.85
H5650	525109	20613 Encoding Ticket Dispenser	629.00
H1640	525110	20613 Compactor	100,000.00
H3410	525082	20311 Ambulance	428.02
H7110	525047	40914 Chenango River Trail	1,000,000.00
TOTAL			<u>1,599,854.56</u>

Decrease Revenue			
H	45710	Serial Bonds	1,599,854.56
Total			<u>1,599,854.56</u>



Legislative Branch

RL Number:
16-062
Date Submitted:
2/10/16

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: Chuck Shager -Comptroller
Title/Department: Comptroller
Contact Information: 607-772-7011 -ceshager@cityofbinghamton.com

RL Information

Proposed Title: Amend 2015 Budget

Suggested Content: Transfer Funds in the 2015 to reconcile accounts.

Additional Information

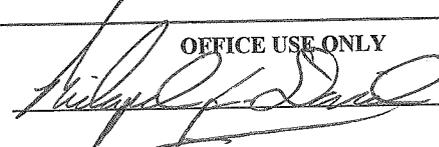
Does this RL concern grant funding? Yes No

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"/>

56



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: 2/10/2016

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

Year End overage

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
see attached sheet		

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

Signature: [Signature]

Date: 2/10/16

OFFICE USE ONLY

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

Signature: [Signature]

Date: 2/10/16

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: _____

2015 Budget Over Runs

From Budget Line				To Budget Line			
A1310	51900	Finance - Overtime	470	A1310	51000	Finance - Per. Services	205
				A1325	51000	Treas-Per. Services	140
				A1420	51000	Corp. Coun-Per. Serv	125

From Budget Line				To Budget Line			
A1440	51900	Eng-Per.Services	1325	A1440	51900	Eng-OT	1325

From Budget Line				To Budget Line			
A1650	54102	Signal-Supplies	1820	A1650	51000	Signal-Per. Services	1820
A1650	54191	Signal-Clothing	2100	A1650	51900	Signal-OT	4550
A1650	52400	Signal-Tools	2450				

From Budget Line				To Budget Line			
A1660	54210	Central Serv-Telephone	120	A1660	51000	Central Serv- Per.Serv	120
				A1660	51900	Cental Serv-OT	1440
A1660	54631	Central Serv-Tele Repairs	2515	A1660	51800	Central Serv- Temp	1075

From Budget Line				To Budget Line			
A1310	54425	Finance - Auditing	990	A1680	51000	IT-Per. Services	990

From Budget Line				To Budget Line			
A3410	51000	Fire-Pers. Services	33575	A3410	51660	Fire-AL Leave	3625
				A3410	51630	Fire -Out of Title	6150
				A3410	51900	Fire-OT	23800

From Budget Line				To Budget Line			
A5110	54130	Street Const. Material	15500	A5110	51000	Streets-Pers. Serv	15500

From Budget Line				To Budget Line			
A9060	58000	POLICE & FIRE RETIREMENT	69750	A3510	51000	PERSONAL SERVICES	4750
				A9010	58000A	STATE RETIREMENT	65000

From Budget Line				To Budget Line			
FX8330	54665	JSTP IPP	19400	FX8330	51900	Water -OT	15,400.00
				FX8310	51000	Water-Pers. Services	4,000.00

From Budget Line				To Budget Line			
M9040	54901	WORKERS COMP CLAIMS	4600	M1910	51000	Ins-Pers.Services	4,600.00



Legislative Branch

RL Number:

16-064

Date Submitted:

2/10/16

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: Clerk/Scott Snyder

Title/Department: Assessment

Contact Information: _____

RL Information

Proposed Title: Amend 2015 Tax Roll

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes No

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

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

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



NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR CORRECTED TAX ROLL
FOR THE YEAR 20 15

Part 1: To be completed in duplicate by Applicant. APPLICANT MUST SUBMIT BOTH COPIES TO COUNTY DIRECTOR OF REAL PROPERTY TAX SERVICES. (In Nassau and Tompkins Counties, submit to Chief Assessing Officer). NOTE: To be used only prior to expiration of warrant for collection. For wholly exempt parcel, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll.

NYS Susquehanna & Western RR
1a. Name of Owner
Day() Evening ()
2. Telephone Number

1 Railroad Ave. c/o Delaware Otsego Corp.
Cooperstown, NY 13326
1b. Mailing Address
RR Ceiling
3. Parcel Location (if different than 1b.)
030200 77-0077-772

4. Description of real property as shown on tax roll or tax bill (Include tax map designation)
5. Account No. 00001470000
6. Amount of taxes currently billed

7. I hereby request a correction of tax levied by City of Binghamton
(county/city/school district; town in Westchester County; non-assessing unit village)
for the following reasons (use additional sheets if necessary): Duplicate bill, should be removed from roll section 7

Delete Parcel
1/12/16
Date
Signature of Applicant

PART II: For use by COUNTY DIRECTOR: Attach written report (including documentation of error in essential fact) and recommendation. Indicate type of error and paragraph of subdivision 2, 3 or 7 of Section 550 under which error falls.

Date application received: 1-12-16
Period of warrant for collection of taxes: 1-1-16
Last day for collection of taxes without interest:

Recommendation: [X] Approve application* [] Deny Application
1-15-16
Date
Signature of County Director

* [] If box is checked, this copy is for assessor and board of assessment review of city/town/village of which are to consider attached report and recommendation as equivalent to petition filed pursuant to section 553.

PART III: For use by TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION (Insert Number or Date)

APPLICATION APPROVED
Amount of taxes currently billed: \$
Notice of approval mailed to applicant on (enter date):
Order transmitted to collecting officer on (enter date):
Corrected tax: \$

APPLICATION DENIED Reason:

Seal of Office
Date
Signature of Chief Executive Officer or Official Designated by Resolution

cel

Part IV. For use by COLLECTING OFFICER:

Payment may be made without interest and penalties ONLY if (1) the application has been filed with the County Director during the period when taxes may be paid without interest (see "Date application received" in Part II of this form) AND (2) the corrected tax is paid within eight days of the date on which the notice of approval is mailed to the applicant (see Part III of this form). If either of these conditions is not satisfied, interest and/or penalties must be paid on the corrected tax.

Order from tax levying body received:

Date

Corrected tax due: \$ _____

Interest and penalties (if applicable): \$ _____

Total corrected tax due: \$ _____

Tax roll corrected:

Date

Tax bill corrected:

Date

Application and Order annexed to tax roll:

Date

Payment of corrected tax received:

Date

Date

Signature of Collecting Officer

62



NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR CORRECTED TAX ROLL
FOR THE YEAR 20 15

Part 1: To be completed in duplicate by Applicant. APPLICANT MUST SUBMIT BOTH COPIES TO COUNTY DIRECTOR OF REAL PROPERTY TAX SERVICES. (In Nassau and Tompkins Counties, submit to Chief Assessing Officer). NOTE: To be used only prior to expiration of warrant for collection. For wholly exempt parcel, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll.

NYS Susquehanna Rlwy Corp _____ Day() Evening ()
1a. Name of Owner 2. Telephone Number

1 Railroad Ave. _____
Cooperstown, NY 13326 _____ RR Ceiling _____
1b. Mailing Address 3. Parcel Location (if different than 1b.)

030200 160.26-3-3

4. Description of real property as shown on tax roll or tax bill (Include tax map designation)

5. Account No. 00001101110 6. Amount of taxes currently billed _____

7. I hereby request a correction of tax levied by City of Binghamton
(county/city/school district; town in Westchester County; non-assessing unit village)

for the following reasons (use additional sheets if necessary): Assessed value entered incorrectly should have
been \$276,838 in Final Roll not 362,900

1/12/16 _____
Date Signature of Applicant

PART II: For use by COUNTY DIRECTOR: Attach written report (including documentation of error in essential fact) and recommendation. Indicate type of error and paragraph of subdivision 2, 3 or 7 of Section 550 under which error falls.

Date application received: 1-12-16 Period of warrant for collection of taxes: 1-1-16

Last day for collection of taxes without interest: _____

Recommendation: Approve application* Deny Application

1-15-16 _____
Date Signature of County Director

* If box is checked, this copy is for assessor and board of assessment review of city/town/village of _____ which are to consider attached report and recommendation as equivalent to petition filed pursuant to section 553.

PART III: For use by TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION _____: (Insert Number or Date)

_____**APPLICATION APPROVED** Amount of taxes currently billed: \$ _____

Notice of approval mailed to applicant on (enter date): _____ Corrected tax: \$ _____
Order transmitted to collecting officer on (enter date): _____

_____**APPLICATION DENIED** Reason: _____

Seal of Office

_____ Date

Signature of Chief Executive Officer or Official Designated by Resolution

63

Part IV. For use by COLLECTING OFFICER:

Payment may be made without interest and penalties ONLY if (1) the application has been filed with the County Director during the period when taxes may be paid without interest (see "Date application received" in Part II of this form) AND (2) the corrected tax is paid within eight days of the date on which the notice of approval is mailed to the applicant (see Part III of this form). If either of these conditions is not satisfied, interest and/or penalties must be paid on the corrected tax.

Order from tax levying body received:

Corrected tax due: \$ _____

Interest and penalties (if applicable): \$ _____

Total corrected tax due: \$ _____

_____ Date

Tax roll corrected:

_____ Date

Tax bill corrected:

_____ Date

Application and Order annexed to tax roll:

_____ Date

Payment of corrected tax received:

_____ Date

_____ Date

_____ Signature of Collecting Officer

64



Legislative Branch

RL Number:
16-065
 Date Submitted:
2/12/14

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: Joseph T. Zikuski
Title/Department: Chief of Police
Contact Information: 772-7090

RL Information

Proposed Title: An ordinance amending the Police Bureau 2016 Budget, to change create one Police Lieutenant position and eliminate one Police Sergeant position and transfer funds to cover add'l costs

Suggested Content: Additional funds necessary for above change is \$5,536.00.
Transfer \$5,536 from A3120.54112 Gasoline/Diesel Fuel to A3120.51000 Personal Services

Additional Information

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

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

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



CITY OF BINGHAMTON

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

REQUEST FOR TRANSFER OF FUNDS

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

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

Date: 2/12/2016

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

Transfer to fund difference between Sergeant and Lieutenant position

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A3120.54112 Gasoline/Diesel Fuel	A3120.51000 Personal Services	\$ 5,536.00

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

Signature: [Signature] Date: 2/12/16

OFFICE USE ONLY

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

Signature: _____ Date: _____

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: _____

106



Legislative Branch

RL Number:
16-066
Date Submitted:
2/12/16

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: Joseph T. Zikuski
Title/Department: Chief of Police
Contact Information: 772-7090

RL Information

Proposed Title: An ordinance amending the Police Bureau 2016 Budget, to temporarily
add one police officer, increasing the total number of police officers from 138 to 139

Suggested Content: temporarily increase the Police Department personnel by one (1) Police Officer
(Probationary) position from February 29, 2016 to March 31, 2016 in anticipation of on Police Officer
retirement. Funds for this additional Police Officer (probationary) position is currently available in budget
line A3120.51000 (Personal Services)

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: [Signature]

Comptroller: [Signature]

Corporation Counsel: [Signature]

Finance Planning MPA PW/Parks Employees Rules/Special Studies