



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

William Berg, City Council President

Joseph Merrill, City Clerk

CITY COUNCIL WORK SESSION AGENDA
City Council Work Room, 38 Hawley Street, Binghamton
Monday December 21, 2015

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	Motsavage	RL 15-250 Tactical Team Grant; RL 15-255 Appropriating Funds in Police Budget	1-6; 26-39	Chief Zikuski
6:15pm	Finance	Motsavage	RL 15-258 Agreement with Homeland Security for Fire Suppression Foam Equipment	41-59	Chief Thomas
6:30pm	Finance	Motsavage	RL 15-252 Carousel improvements Contract; RL 15-259 Officiating Services Contract	7-22; 60-63	Bill Barber
6:45pm	Finance	Motsavage	RL 15-253 Budget Lines for FEMA Reimbursements	23	Chuck Shager
7:00pm	Finance	Motsavage	RL 15-254 Budget Transfer in Insurance Fund	24-25	Ken Frank
7:15pm	MPA	Rennia	RL 15-256 B-Mets Fireworks	40	Joe Merrill
-----	-----	-----	CDAC Appointment	-----	Council President Berg
-----	-----	-----	Discussion: Review of Committee Reports & Pending Legislation	-----	Council President Berg

COMMITTEE REPORTS



Legislative Branch

RL Number:

15-250

Date Submitted:

12/9/15

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

EXP

Request submitted by: Joseph T. Zikuski

Title/Department: Chief of Police

Contact Information: 772 7090

RL Information

Proposed Title: FY2015 Tactical Team Grant Program
A Resolution Authorizing the Mayor...

Suggested Content: Accept \$99,300 Grant from the US Dept. of Homeland Security for various SWAT equipment

Additional Information

Does this RL concern grant funding? Yes No

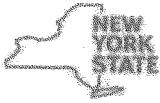
If 'Yes', is the required RL Grant Worksheet attached? Yes No

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 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"/>	



Homeland Security
and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

December 7, 2015

The Honorable Richard David
Mayor, City of Binghamton
38 Hawley St.
Binghamton, NY 13901

Dear Mayor David:

I am pleased to announce that the City of Binghamton has been awarded \$99,300 in federal funding under the FY2015 Tactical Team Grant Program. Funding for this initiative is provided through the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is December 7, 2015 through August 31, 2018.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

Additionally, your application indicated that you were applying as a Regional Partnership with the Johnson City and Vestal Police Departments. As a condition of that partnership, you must provide an executed Inter-Municipal Agreement to DHSES within six (6) months of this letter (if you have not done so already) or funding through this program may be rescinded. Templates for the Inter-Municipal Agreements can be retained by contacting Mark Fettingner of DCJS at mark.fettingner@dcjs.ny.gov.

As a reminder, all capabilities developed through federal FY2015 SHSP funding are required to be deployable regionally and nationally per the Federal Notice of Funding Opportunity. In addition, funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

A representative from DHSES's Grants Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Tracy Bub at 518-242-5101.

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 710
Albany, NY 12242

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,



John P. Melville
Commissioner

Cc: Lt. Michael Whalen, Binghamton City Police Department



OFFICE OF THE CITY CLERK ■ CITY OF BINGHAMTON

RL GRANT WORKSHEET

Request for Grant: Application Acceptance. Project No. _____

Grant Title: FY2015 Tactical Team Grant Program

Agency Providing Grant: US Dept. of Homeland Security

Grant Award Amount: \$99,300

Total Project Cost: \$99,300

Grant/Project Date Range: Dec 7, 2015 - August 31, 2018

Name & Title of Grant Administrator: Lt Mike Whalen / Capt Larry Hendrickson

Brief Description of Grant: Various equipment for Metro SWAT Team made up of BPD (10) JC (4) Vestal (3)

A copy of the Grant budget must be attached to this RL Grant Worksheet: Budget Attached

Indicate how this Grant will be disbursed: Up-Front Reimbursable

If this Grant is reimbursable, indicate how often the Grant Administrator must submit requests for reimbursement:

Quarterly Monthly Annually Other: _____

Indicate the nature of the Local Match: Monetary In-Kind Services No Local Match Required

If the Local Match affects any budget line, you must include both the number and title of each budget line from which the funds shall be drawn in the space provided below. Example: A1410.54101 (Office Supplies).

4. Proposed FY2015 Budget Plan

Proposed Budget Plan and Associated Federal Reporting Requirements					
4.A.) Please complete the following "Federal Programmatic Reporting Requirements" required for all investments supported by FEMA homeland security grant funding:					
Directions: Please complete the following "Federal Programmatic Reporting Requirements" section. NYS is required to provide the following completed federal reporting requirements to FEMA for each sub-recipient who is awarded FY2015 Homeland Security Grant Program funding.					
Are you "Sustaining" or "Building" Capabilities through the proposed project(s)? (Note: if you are both sustaining and building capabilities, please select the Project Type that most accurately reflects your investment.)					
Does this Project Support a Previously Awarded Project:	YES	If Yes, from Which Year:	If Yes, Last Milestone(s) Completed:		
	YES	2014			
<p>DEPLOYABILITY OF CAPABILITIES - DHS is seeking more information on whether capabilities supported through this grant opportunity are either deployable or shareable outside of the host jurisdiction. When assessing the deployability of the capabilities supported through this project, please assess this at the "core capability" level (e.g. Tactical Team's ability to provide onscene security and protection) rather than at the individual budget item level (not all items that make up a team need to be deployable/shareable for the "core capability" to be).</p> <p>Additionally, per DHS, new capabilities should not be built at the expense of maintaining current and critically needed core capabilities. If you are developing new capabilities, they must be deployable outside of the community to support regional and national efforts or otherwise shareable with regional partners.</p> <p>Is the core capability supported by this project deployable to other jurisdictions? <i>Examples would include response teams (e.g. EDC, Tactical or CERT assets), mobile radios, CBRNE detection equipment, sheltering supplies, etc.</i></p> <p>Is the core capability supported by this project shareable (if it cannot be physically deployed) with other jurisdictions? <i>Examples would include a fusion center, emergency operations center, etc.</i></p>					
			YES		
			YES		
<p>Proposed Budget Expenditures and Prioritization</p> <p>Directions: Please prioritize each project within your budget (Project #1, Project #2, etc). For each project, select a Project Title (e.g. "Equipping (Individual Operator Equipment: Basic)") from the dropdown menu provided and provide a brief description of the project. Finally, please select the appropriate allowable spending category (<i>Federal Spending Category</i> and <i>NYS Budget Category</i> columns) that best defines the project. There is no cap to the number of projects that you (or your regional partnership) may submit, however, the total costs identified in your budget plans will be reviewed for reasonable and necessary expenses, and whether they meet the objectives of this grant.</p> <p>Note: Applicants can apply for up to \$100,000. Project requests should not exceed this cap and any projects that do exceed the cap will not be considered for funding. Please be sure to refer to the Personnel Cap calculator at the bottom of the page as a tool to monitor how close your requests are to the 50% cap.</p>					
4.A.) Please complete the table below.					
Priority #	Project Title	Project Description	Total Cost	Federal Spending Category	NYS Budget Category
1	Equipping (Team Equipment: Basic)	Purchase of Rapid Response Vehicle and outfitting	\$42,000.00	Equipment	Equipment
2	Equipping (Individual Operator Equipment: Basic)	Purchase of 4 Ballistic Helmets	\$2,200.00	Equipment	Equipment
3	Equipping (Direct Tactical Capabilities: Mechanical Breaching)	Purchase of Hydraulic Breaching Equipment	\$17,000.00	Equipment	Equipment

4	Equipment (Individual Operator Equipment: Basic)	Purchase 17 Fire Resistant hoods (balaclavas)	\$850.00	Equipment	Equipment
5	Equipping (Team Equipment: Basic)	Purchase 3 ATF Approved NFDD Transportation carriers	\$1,500.00	Equipment	Equipment
6	Equipping (Individual Operator Equipment: Basic)	Purchase 17 Operator Boots	\$2,550.00	Equipment	Equipment
7	Training (Command & Supervision Training)	Attend Command Training	\$6,700.00	Training	Personnel
8	Equipping (Individual Operator Equipment: Basic)	Purchase 4 tactical vests	\$8,000.00	Equipment	Equipment
9	Equipping (Individual Operator Equipment: Basic)	Purchase 4 night vision	\$14,000.00	Equipment	Equipment
10	Equipping (Individual Operator Equipment: Basic)	Purchase new BDUs	\$4,500.00	Equipment	Equipment
11	Please Select a Project Title				
12	Please Select a Project Title				
13	Please Select a Project Title				
14	Please Select a Project Title				
15	Please Select a Project Title				
16	Please Select a Project Title				
17	Please Select a Project Title				
18	Please Select a Project Title				
19	Please Select a Project Title				
20	Please Select a Project Title				
Project Total			\$99,300.00	Personnel Cap (Up to 50%)	\$6,700 6.75%



Legislative Branch

RL Number:
15-252
 Date Submitted:
12/15/15

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

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Applicant Information

Request submitted by: William Barber
Title/Department: Commissioner of Parks & Recreation
Contact Information: 772-7017

RL Information

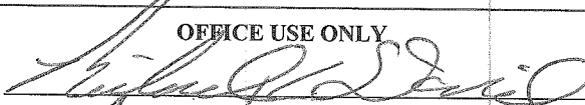
Proposed Title: Carousel Improvements

Suggested Content: A Resolution authorizing the Mayor to enter into a contract with WRF Design for Carousel improvements. This will be a 5 year contract (3 years with 2 - 1 year renewals). Account # H7180.525048.20510 (Carousel Improvements) for full package maintenance and A7110.54410 (Professional Services) for per item maintenance. *Pursuant to attached proposal*

Additional Information

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

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

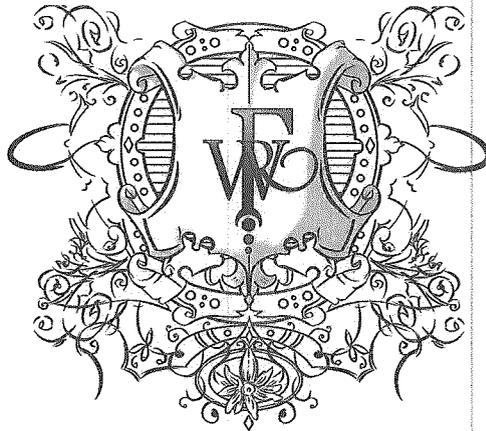
OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Proposal:

FROM:

WRF Designs

William R. Finkenstein
258 West Main St, Plainville, Ct. 06062
Phone 860-747-4824
wrichardstein@aol.com



William R. Finkenstein

Date: November 30, 2015

Bill To:

City of Binghamton
Parks and Recreation
City Hall - 3rd FL
38 Hawley Street
Binghamton, NY 13901

Full Package Maintenance Per Carousel

W.R.F. Designs of Plainville, Connecticut, agrees to preform annual maintenance on the Carousel, at the site of the carousel.

Maintenance will include the following:

1. Clean and Polish Brass

2. Clean Figures:

- A. Combination of Murphy's Oil Soap and Ammonia
- B. Lightly scuff the entire surface.

3. Assess Damage:

Observe and note where and on what figures the damage is occurring.
(This helps up to keep a ride looking its best, in some cases adding more coats of varnish in high wear areas.)

4. Repair Breaks:

- A. Clean off old glue
- B. Scuff area of break
- C. Re-glue and dowel

5. Small Cracks and Scratches:

- A. Lightly sand
- B. Fill and Prime
- C. Match paint to original color

6. Gold Leaf:

Apply 23K gold leaf where it has been worn

7. Varnish:

- A. Coating figure
- B. Thick coating high wear spots

If Needed:

8. Clean Rounding Boards

9. Varnish Rounding Boards

The annual maintenance will be scheduled at the conclusion of the riding season or as part of the preseason Preparation for opening. The schedule must be agreed to by both parties and requires at least 2 months' notice prior to any changes.

1. Maintenance for the _____ season will be done the week of _____, through _____.
2. Total cost of the maintenance: \$_____15,000.00_____.
3. One half of total cost is due on receipt of contract. \$__7,500.00_____
4. Balance is due on completion of work. \$__7,500.00_____

W.R.F. Designs certifies that all annual maintenance will be done with the same precision/workmanship and materials used when doing an original restoration. In addition, any damage which requires extraordinary repairs or replacement will be done only after written authorization is received and subjected to a guaranteed price quote.

This contract covers the figures and chariots only, any mechanical or organ work is not included.

Date: _____

Date: _____

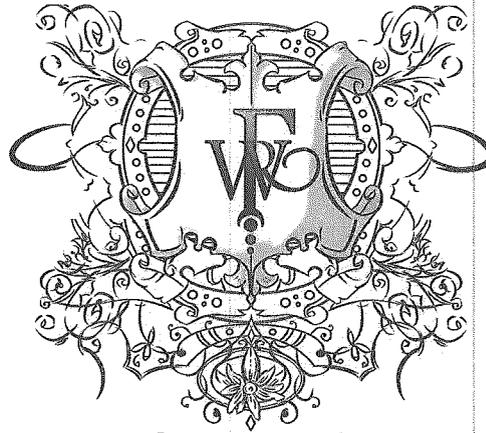
**Make Payable to Gabriel J. Finkenstein*

Proposal:

FROM:

WRF Designs

William R. Finkenstein
 258 West Main St, Plainville, Ct. 06062
 Phone 860-747-4824
 wrichardstein@aol.com



William R. Finkenstein

Date: November 30, 2015

Bill To:

City of Binghamton
 Parks and Recreation
 City Hall - 3rd FL
 38 Hawley Street
 Binghamton, NY 13901

Estimated Breakdown of Maintenance per Item

Figures: Horses		
Broken leg	Minor: seam break. Clean off old glue. Re-glue and dowel, sand, prime, match paint, final finish	\$350.00 - \$450.00
	Major: uneven breaks. Addition of wood and re-carving	Dependent on severity of damage.
Ear		\$50.00 - \$100.00
Head		\$350.00 - \$450.00
Tail		\$250.0 - \$350.00
Carousel Rounding Boards / Crests		\$250.00 - \$350.00
Polish Brass	Entire carousel	\$1,000.00
Re-paint Step-up and Telescoping Boot	\$10.00 per	\$600.00 Entire Carousel
Re-paint Deck		\$2,500.00

Seasonal touch-ups

\$300.00 per Figure

Consist of:

Clean Brass

Touch-up scratches, chips, dents

Coat of Varnish

Breaks are separate in Seasonal Touch-ups.

Seasonal Touch-ups can be done by section.

Outer Circle 1st season

Middle Row 2nd season

Inside Row 3rd season

Travel Expenses are not included and will be charged separately.

W.R.F. Designs certifies that all annual maintenance will be done with the same precision/workmanship and materials used when doing an original restoration. In addition, any damage which requires extraordinary repairs or replacement will be done only after written authorization is received and subjected to a guaranteed price quote.

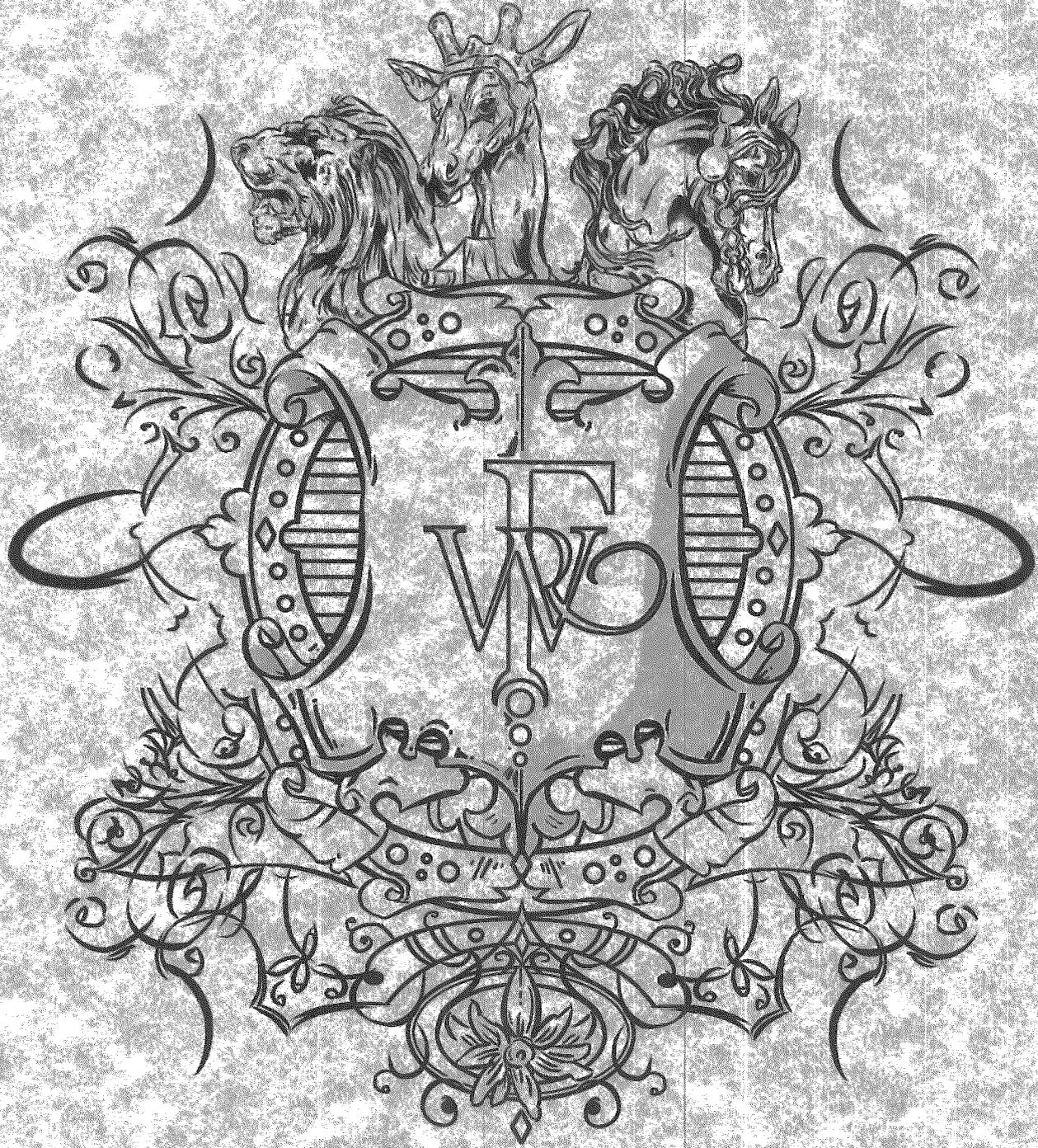
This contract covers the figures and chariots only, any mechanical or organ work is not included.

Date: _____

Date: _____

**Make Payable to Gabriel J. Finkenstein*

Restoration
&
FINISHING



W.R.F. Designs

RFQ for Carousel Repairs

INDEX

WRF Designs

103 East Main St.

Unit I

Plainville, CT 06062

RFQ FOR: REPAIRS TO CITY OWNED CAROUSELS

TO BE OPENED: OCTOBER 21, 2015, 11:00 a.m.

BOARD OF CONTRACT & SUPPLY

Index

Cover Letter

Scope of Services

WRF Designs Boucher

Letter of Qualifications/Intent

References



W.R.F. Designs

103 East Main Street

Plainville, CT 06062

October 2, 2015

To the Board of Contract & Supply,

We have enjoyed 30 plus years restoring carousels across the country, as we celebrate this milestone, my team and I would like to offer our services to you.

Through our years of restoration, we have developed a knowledge and perspective that is established by decades of experience in the field. We have accumulated many unique skills and techniques, from carving replacement parts, to re-carving a total replacement for a damaged piece. We combine modern technology and the use of turn of the century methods so as to keep the historical integrity of each piece. We take pride in each restoration, and our ability to offer a historically correct, as well as beautiful, carousel. We offer maintenance programs to ensure the integrity and longevity of the restoration.

Please find enclosed a computer disk and brochure included in the three packets you have requested. Services we offer encompass complete restorations, touch-ups, upkeep, and maintenance of your ride.

We would like to submit to you these packets of Qualification and to be considered for the Maintenance Contracts of your two carousels.

W.R. Finkenstein
W.R.F. Designs
103 East Main Street
Suite I
Plainville CT 06062
860-747-4824
Wrichardstein@aol.com

Scope of Services

Maintenance Procedures

1. CLEAN FIGURES:

- A. Combinations of Murphy's Oil Soap and Ammonia.
- B. Lightly scuff the entire surface.

2. ASSESS DAMAGES:

- A. Observe and note where and on what figures the damage is occurring.
- B. Photo Documentation compiled onto a cd for preservation.
 - a. (This helps us to keep a ride looking it's best, in some cases adding more coats of varnish in high wear areas.)

3. REPAIR BREAKS:

- A. Clean off old glue
- B. Scuff area
- C. Re-glue and dowel
- D. If structural damage is major a new section would be carved to preserve the structural integrity of the piece.

4. SMALL CRACKS & SCRATCHES:

- A. Lightly sand
- B. Fill with wood filler

5. PRIME AND PAINT:

- A. To match existing documented colors

6. GOLD LEAF:

- A. Apply 23k gold leaf where it has been worn

7. REPLACE JEWELS WHERE NEEDED:

8. VARNISH:

- A. Two coats of marine spar varnish are applied by hand
- B. Third coat on saddle and high wear areas

9. POLISH BRASS POLES

Letter of Qualification / Intent

We, William Finkenstein and Gabe Finkenstein (WRF Designs), would like to have this letter of qualification considered for the contracts of the maintenance of the two carousels belonging to the City of Binghamton.

William (Bill) Finkenstein studied at Pier School of Art and has taught Art in a local school system. Bill has over 30 years' experience in carousel restoration and appraisals. He is the founder of The New England Carousel Museum, dedicating it to his parents Bill and Betty Finkenstein, May 20, 1989. Bill is an active advocate to save these unique pieces of antique art.

Gabe Finkenstein also studied at Pier School of Art. Experienced as an illustrator and cartoonist he has worked with his father (Bill) from an early age in the restoration and preservation of carousels. With his expertise in classical and modern mediums Gabe hopes to bring an understanding of the unique and special qualities of these pieces to all generations.

Partial List of Carousels We Have Worked on

- Lake Compounce, Bristol, CT
 - Restoration
 - Figures
 - Center enclosure
 - Band Organ façade
 - Scenery panels –
 - Duplicates made of center pictures to put originals into a protect environment.
 - New upper scenery panels with original period themed paintings
 - Maintenance

- Lake Quassy Park, Middlebury, CT
 - Restoration
 - Figures
 - Center paintings
 - Rounding boards and crests
 - Craved replacement figure for stolen piece
 - maintenance

- LightHouse Point Park, New Haven, CT
 - Restoration
 - Figures
 - Center enclosure
 - Designed and fabricated Historically period appropriate enclosure
 - Beveled mirrors and appliques
 - Band Organ façade
 - Sweeps
 - replace original appliques
 - Design and Fabricated Gift shop display and lighting fixture
 - Designs items for sale in the gift shop
 - Refigure lighting system to a cost efficient LED light with a period look
 - Maintenance
 - On-Call Service Agreement
 - Hurricane Evacuation Plan
 - Implemented once
-
- City Park, New Orleans, LA
 - 30 plus years continuing preservation of carousel
 - National Preservation Honor Award from the National Trust for Historic Preservation
 - For the rescue and restoration of the last carousel and its pavilion in New Orleans City Park in Louisiana.
 - Restoration
 - Figures
 - Deck
 - Replaced brass
 - Beveled Mirrors
 - Removed old stirrups and designed and installed butterfly step-up to protect the legs of the figures
 - Restoration after destruction by Hurricane Katrina 2005
 - New Deck fabricated and installed
 - Many legs restored due to water damage
 - Mold abatement
 - Carving of new figure
 - Yearly Maintenance
 - Renewed every 5 years since initial restoration, 30 plus years

- Ontario Beach Park, Rochester, NY
 - Restoration
 - Figures
 - Original oil paintings, rounding boards and crests, old varnish removed by hand to clean, then re-varnished
 - Maintenance

- Recreation Park, Binghamton, NY
 - Restoration
 - Documentation of original colors and designs
 - Photos
 - Sketches
 - Tracings
 - Design new rounding boards highlighting Bingham native Rod Serling
 - Figures
 - New Frames
 - Original designs found and replicated
 - Band Organ façade
 - Preserved and restored original paintings

- C.F Johnson Park, Johnson City, NY
 - Restoration
 - Figures
 - Original designs restored to frames, crests
 - Restored scenery panels, period appropriate scenes

- George W. Johnson Park Carousel, Endicott City, NY
 - Restoration
 - Figures
 - Rounding Boards , Crests, Frames

- Kaydeross Park, Saratoga, NY
 - Restoration
 - Figures
 - Mechanical
 - New paintings
 - Rounding boards
 - Fabricate new crests

- Racing Derby, Rye, NY
 - Restoration
 - Figures
 - Horse hair saddles restored new padding and upholstery
 - On-call damage repair
 - Collapse damage, Heads of several figures had to be re-attached

- Rye Playland Park, Rye, NY
 - Restoration
 - Figures

- Gaslight Village, Lake George NY
 - Repair and touch-ups

- Great Escape, Lake George NY
 - Restoration
 - Figures

- Dorney Park, Allentown, PA
 - Restoration
 - Individual pieces

- Crescent Park, Providence, RI
 - Restoration
 - Figures

- Slater Park, Pawtucket, RI
 - Restoration
 - Figures
 - Frames- Upper scenery panels, Crests, rounding boards
 - Maintenance

- Atlantic Beach Park, Misquamicut, RI
 - Restoration
 - Figures
 - Maintenance

- Buckroe Beach Carousel, Hampton, VA
 - Turn-Key Restoration
 - Mechanical
 - New drive system
 - Structural
 - Figures
 - Center enclosure
 - Rounding boards
 - Scenery Panels and crests
 - Deck
 - Yearly Maintenance

- Santa's Land, Putney, VT
 - Complete Restoration
 - Figures
 - Rounding Boards, Crest, Frames

As well as numerous private collections

We do combine original and modern technology in our restorations and maintenance. The paint we use is Japan Oils, as used originally, hand painted and blended. Each figure is treated as the unique piece of art that it is. Colors are logged to the Munsell Color Charts. All pieces are photographed, any original designs are also hand traced and thoroughly documented.

On occasion a piece has major damage that requires that a portion of wood be removed and re-carved to make the piece structurally sound again. This is most common on bent legs that unfortunately are used as step-ups.

The Maintenance can be done in a timely manner, as demonstrated with past dealing with the City of Binghamton.

References:

1. City of Binghamton
Parks and Recreation
City Hall – 3rd FL
38 Hawley Street
Binghamton, NY 13901
2. Sabrina Bruno
Lighthouse Point Carousel
2 Lighthouse Road
New Haven, CT 06512
Email: sbruno@newhavenct.gov
3. Jim Wilson
Parks & Recreation Director
City of Hampton, VA
22 Lincoln St.
Fifth Floor City Hall
Hampton, Virginia 23669
(757) 727-6348
jwilson@hampton.gov

Some of our Documentation of Binghamton Through the years





Legislative Branch

RL Number: 15-253
Date Submitted: 12/15/15

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: CHUCK SHAGER

Title/Department: COMPTROLLER/FINANCE

Contact Information: 772-7011

RL Information

Proposed Title: CREATE BUDGET LINES FOR RECOVERY REIMBURSEMENTS

FOR FEMA EXPENSES PAID BY OWNERS

Suggested Content: AN ORDINANCE CREATING A LINE IN JOINT SEWER REHAB FUND (HX)

ACCOUNT HX 42690 (OTHER COMPENSATION FOR LOSS) TO ACCOUNT FOR

RECOVERY REIMBURSEMENTS DURING THE JOINT SEWER PROJECT. FEMA FUNDS ARE

RECEIVED BY JSTP THEN SENT TO OWNERS TO PAY DOWN FUNDS BORROWED.

Additional Information

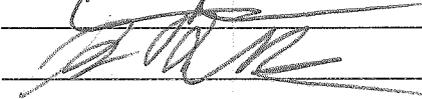
Does this RL concern grant funding? Yes No

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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"/>



Legislative Branch

RL Number:
15-254
 Date Submitted:
12/15/15

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

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Applicant Information

Request submitted by: Kenneth Frank
 Title/Department: Corporation Counsel
 Contact Information: 772-7013

RL Information

Proposed Title: AN ORDINANCE AMENDING THE 2015 INSURANCE FUND BUDGET TO TRANSFER \$30,000 FROM WORKERS COMP CLAIMS TO LEGAL SERVICES

Suggested Content: TRANSFER \$30,000 FROM M9040.54901 (WORKERS COMP CLAIMS) TO M1910.54430 (LEGAL SERVICES) TO PAY FOR FOR LEGAL SERVICES

Please expedite to 12/22.

Additional Information

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

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

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input 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: 12/11/2015

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

To cover outstanding legal bills

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
M9040.54901 (Workers Comp. Claims)	M1910.54430 (Legal Services)	\$30,000.00

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: _____

Date: 12/11/2015

OFFICE USE ONLY

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

Signature: _____

Date: 12/11/15

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 12/14/15. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: 12/14/15

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

Signature: _____

Date: _____



Legislative Branch

RL Number:

15-255

Date Submitted:

12/15/15

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 Zikuski

Title/Department: Police Chief

Contact Information: 772-7090

RL Information

Proposed Title: An ordinance appropriating funds received for damaged police vehicle

Suggested Content: See attached

Additional Information

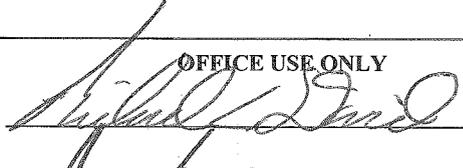
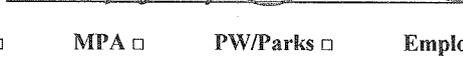
Does this RL concern grant funding? Yes No

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

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

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

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input 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: 12-12-15

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

Increase Estimated Revenue + Appropriation
for Insurance Refund for damaged police car

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
H. 42680	H3120.550026	\$25,130. ⁴⁵
Insurance Recovery	Police Vehicles	

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: Joseph T Zykuski

Date: 12/14/15

OFFICE USE ONLY

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

Signature: [Signature]

Date: 12/12/2015

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 12/14/15. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: [Signature]

Date: 12/16/15

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

Signature: _____

Date: _____



City of Binghamton Treasurer's Office
RECEIPT VOUCHER

H3120.550626
 Police Vehicles

The following transactions have been received and itemized by:

FINANCE DL TINDER 12/11/2015
 Department Representative Date

BANK ACCOUNT

GENERAL (BC 20077) CDBG (BC 20036) HOME (BC 20042)

OTHER _____
 (please specify name & number)

PAYMENT TYPE
 CASH 1 CHECK(S) PREVIOUSLY DEPOSITED ITEM

Date	Reference	Paid By	Check #	Amount	CHARGE CODE	Org	Object	Project	Treas F
	CAR P11	LIBERTY MUTUAL	37731544	25,030.45	INSURANCE RECOVERY	H	42680		
				25,030.45	TOTAL				

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS * 000751
 ALBANY, NY
 PO BOX 15041
 ALBANY, NY 12212

LIBERTY Mutual INSURANCE

62-20/311
 CITIBANK, NA, ONE PENNS WAY,
 NEW CASTLE, DE 19720

PAID TO THE ORDER OF
 DEPARTMENT OF CORPORATION COUNSEL
 38 HAWLEY ST
 CITY HALL

OFFICE NO. E. CODE: 0275
 PAYMENT IDENTIFICATION: CLAIM 032842522-0005
 CHECK NUMBER: 37731544
 CHECK DATE: 12/03/15

VOID IF NOT PRESENTED WITHIN 6 MONTHS OF DATE OF CHECK

CLAIM OFFICE ADDRESS:
PO BOX 15041
ALBANY, NY 12212



B. CODE 251	CHECK REFERENCE 37731544	CHECK DATE 12/03/15
	CHECK AMOUNT **\$25030.45	BLOCK NUMBER 000751

PAGE 1 OF 1

CONTACT: FULLER, JENNIFER
PHONE:

ACCIDENT DATE: 11/02/15

INSURED NAME: BUCKLEY, DANIEL

OSN: VV0101120301-000790

CLAIM NUMBER: 032842522-0003

CLAIMANT NAME: DEPARTMENT OF CORPORATION COUNSEL

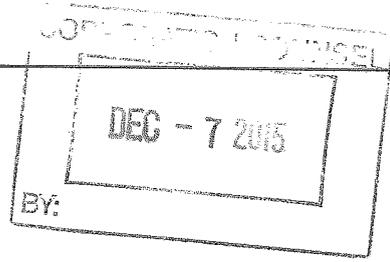
POLICY NUMBER: A02-228-136698-405

INSURED OPERATOR:

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			25030.45	25030.45	

PAYMENT TO: DEPARTMENT OF CORPORATION COUNSEL	TOTAL CHARGE:	25030.45
	TOTAL PAID:	25030.45
	TOTAL DEDUCTIBLE:	0.00
	TOTAL FEDERAL WITHHOLDING:	0.00
	CHECK AMOUNT:	25030.45

ITEMS
PER SUBRO DEMAND



PLEASE REFERENCE CLAIM NO AND SEND THIS EOP WITH ALL CORRESPONDENCE

CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS * 000751
ALBANY, NY
PO BOX 15041
ALBANY, NY 12212



62-20/311
CITIBANK NA, ONE PENNS WAY
NEW CASTLE, DE 19720



*PAY*TWENTY*FIVE*THOUSAND*THIRTY*DOLLARS*FORTY*FIVE*CENTS*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0275	251	CLAIM 032842522-0003	37731544	12/03/15

PAY **\$25030.45

VOID IF NOT PRESENTED WITHIN
6 MONTHS OF DATE OF CHECK

PAY TO THE
ORDER OF

DEPARTMENT OF CORPORATION COUNSEL
38 HAWLEY ST
CITY HALL
BINGHAMTON NY 13901-3767

[Handwritten Signature]
TWO SIGNATURES REQUIRED IF OVER \$500,000



Department of Corporation Counsel

Mayor, Richard C. David
Kenneth J. Frank, Corporation Counsel
Brian M. Seachrist, First Assistant Counsel
Allison K. Sosa, Assistant Corporation Counsel

November 13, 2015

VIA: Facsimile
Liberty Mutual Insurance

RE: DOI: 11/2/2015
Claim Number: 032842522

Dear Ms. Tisko:

I enclose herewith copy of police report showing that a vehicle insured by Liberty Mutual Insurance struck a City of Binghamton Police Vehicle on November 2, 2015. I am also enclosing an invoice for repair in the amount of \$22,001.90. Please remit payment in the total amount of \$22,001.90 to the City of Binghamton and forward to the attention of the undersigned.

If you have any questions or concerns, please call 607-772-7013.

Sincerely,

Joni E. Cadmus
Paralegal / Risk Manager
Office of Corporation Counsel



BUREAU OF POLICE



Richard C. David, Mayor

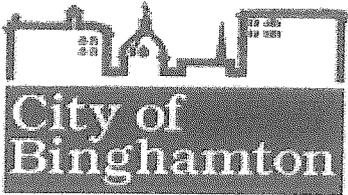
Joseph T. Zikuski, Chief of Police

2014 Ford Police Interceptor Sedan – Binghamton Police Vehicle P11

12 hours to remove lighting, radio, computer and graphics
12 hours x \$35.00 per hour = \$420

40 hours to reinstall everything
40 hours x \$35.00 per hour = \$1,400.00

Total: \$1,820.00



BUREAU OF POLICE



Richard C. David, Mayor

Joseph T. Zikuski, Chief of Police

2014 Ford Police Interceptor Sedan – Binghamton Police Vehicle P11

Warning Lighting Damaged by MVA on 11/2/2015

- 2 - Whelen Vertex, white, intersection warning light, \$72.99ea. (\$145.98)
- 2 - Code 3 T-Rex, red, grille light, \$68.25ea. (\$130.50)
- 2 - Code 3 T-Rex 90 degree "L" Brackets, \$12.00ea. (\$24.00)
- 2 - Code 3 LED work light, \$129.99ea. (\$259.98)
- 1 - Sho-Me LED flasher (\$45.00)
- 1 - Whelen 100W Siren Speaker, model SA315P, (\$253.99)
- 10 hrs @ \$35.00/hr. - Labor to remove all salvageable equipment including light bar, 2-way radio, siren, equipment console and MCT mount, arrow stick and controller, rear warning lights, and tail light hide-a-ways. (\$350)

Total: \$1209.45

CCC Information Services Inc.

Registration #: 4040547
 U-Save Auto
 Binghamton, NY 13905
 Phone #: (607) 772-0999
 Fax #: (607) 722-0310

Customer No: 296
 Report No: 299
 Claim #:
 Assign No:

Estimate

11/4/2015

<u>Vehicle Information</u>	<u>Owner -</u>	<u>Accident Location</u>
2014 Ford Taurus	BPD -	
Style: 4-Door Car	Binghamton, NY 13905	
Color:	Home Phone: (607) -	Phone #1: -
Color Code:	Work Phone: (607) -	Phone #2: -
Production Date: / 0	Fax #: (607) -	
License: State: NY	<u>Insured -</u>	<u>Claimant -</u>
VIN: 1FAHP2MK3EG149013		
Miles In: 0		
Miles Out: 0	Home Phone: (607) -	Home Phone: (607) -
Condition:	Work Phone: (607) -	Work Phone: (607) -
Estimator:	Fax #: (607) -	Fax #: (607) -
Date Assigned: 11/3/2015	Date of Loss: 11/3/2015	Date of Inspection: 11/3/2015

<u>Description of Work</u>	<u>Part Number</u>	<u>Price</u>	<u>Labor</u>	<u>Paint</u>	<u>Other</u>
FRONT BUMPER - BUMPER & COMPONENTS					
Overhaul bumper assy			2.6 body		
FRONT BUMPER - BUMPER & COMPONENTS. W/O POLICE INTERCEP					
Replace Front Bumper cover, w/o auto park +Clearcoat (1.4)	DG1Z17D957AAPT	\$439.85	Included	3.4	1.4
Replace Front Absorber	DG1Z17C882A	\$109.07	0.1 body		
Replace Front Impact bar	DG1Z17757A	\$232.22	0.8 body		
Replace Front License bracket	DG1Z17A385AA	\$43.58	0.2 body		
Replace Front Bumper grille, SE, SEL	DG1Z17K945AA	\$105.65	Included		
Replace Front Lower deflector	DG1Z17D957AA	\$177.20	0.4 body		
Replace Right Front Bumper Side cover, SE	DG1Z17E810AA	\$29.85	0.2 body		
Replace Left Front Bumper Side cover, SE	DG1Z17E811AA	\$29.85	0.2 body		
Replace Front Air temp sensor	DG1Z19C734A	\$12.78			
Replace Front Temp sensor	AU5Z12A647B	\$12.87			
Replace Right Front Side support	AG1Z17C947A	\$16.37	0.2 body		
Replace Left Front Side support	AG1Z17C947B	\$16.38	0.2 body		
Replace Both Front Side support, nut	W711412S300	\$2.50			
GRILLE - GRILLE & COMPONENTS. W/O SHO. W/O POLICE					
Replace Grille	NOT SERVICED		0.6 body		
Replace Sight shield	DG1Z8A284AA	\$64.05	0.2 body		
Replace Sight shield, rivet	W705436S300	\$4.55			
Replace Sight shield, bolt	W706805S902	\$2.03			
Replace Sight shield, nut	W705961S403	\$1.20			
Replace Sight shield, U-nut	W520802S426	\$0.89			
Replace Emblem	BE8Z8213A	\$24.38	0.2 body		
FRONT LAMPS - HEADLAMP COMPONENTS. W/HID LAMPS. W/O PO					
Replace Right Front Headlamp housing	DG1Z13008N	\$651.38	0.5 body		
Replace Left Front Headlamp housing	DG1Z13008P	\$657.47	0.5 body		
Replace Both Front Lamp Headlamp HID bulb	7L7Z13N021A	\$760.40	0.4* body		
Replace Both Front Headlamp Marker lamp bulb, socket	F81Z13411AA	\$34.70			
Replace Both Front Headlamp Signal lamp bulb, socket	8A8Z13411A	\$14.06			
Replace Both Front Headlamp housing, rivet	W709984S300	\$2.50			
Replace Both Front Lamp Headlamp Ballast	DL3Z13C170A	\$753.94	0.2* body		
Replace Both Front Lamp Headlamp Wire	7L7Z13A006AA	\$104.24			
FRONT LAMPS - PARK LAMPS. W/O SE. POLICE INTERCEPTOR					
Replace Right Front Park lamp	AG1Z13200A	\$92.40	0.3 body		
Replace Left Front Park lamp	AG1Z13200B	\$92.40	0.3 body		
FRONT LAMPS - SIDE LAMPS. POLICE INTERCEPTOR					
Replace Front Lamp Siren	DG1Z19G403A	\$472.63			
Replace Front Lamp Siren, bracket	DG1Z15A581A	\$30.15			
Replace Front Lamp Mount bracket	DG1Z15086A	\$55.33			

CCC Information Services Inc.

Registration #: 4040547
 U-Save Auto
 Binghamton, NY 13905
 Phone #: (607) 772-0999
 Fax #: (607) 722-0310

Customer No: 296
 Report No: 299
 Claim #:
 Assign No:

Estimate

11/4/2015

Description of Work	Part Number	Price	Labor	Paint	Other
RADIATOR SUPPORT - RADIATOR SUPPORT					
Evacuate & Recharge Radiator Coolant		\$20.00	1.4 mech		
R&R radiator support, refrigerant recovery			Included		
RADIATOR SUPPORT - RADIATOR SUPPORT. 2.0 LITER					
Replace Radiator support	DG1Z16138A	\$250.17	7.0 body		
Replace Radiator Rear deflector	DA8Z9910494A	\$149.30	0.2 body		
Replace Right Radiator Side air baffle	DG1Z8310H	\$30.07	0.2 body		
Replace Left Radiator Side air baffle	DG1Z8310G	\$29.47	0.2 body		
Replace Radiator Lower deflector	AG1Z8327A	\$206.65	Included		
Replace Left Radiator Shield	DG1Z8311F	\$12.32			
Replace Right Radiator Shield	DG1Z8310F	\$11.92			
Replace Radiator Shutter	DG1Z8475A	\$606.00	0.3 body		
RADIATOR SUPPORT - RADIATOR SUPPORT. 3.5 LITER NON TURBO. 3					
Replace Right Radiator Inner shield	DG1Z8310B	\$90.90	0.2 body		
Replace Left Radiator Inner shield	DG1Z8311A	\$108.35	0.2 body		
COOLING. 2.0 LITER - COOLING FAN					
Replace Fan assy	DG1Z8C607A	\$272.35	Included		
COOLING. 3.5 LITER W/O TURBO - RADIATOR & COMPONENTS					
Replace Radiator Upper seal, w/o AWD	DG1Z8326A	\$34.57			
Replace Both Radiator, upper bracket	AG1Z8A193A	\$18.00			
Replace Both Radiator, upper insulator	7T4Z8125A	\$12.46			
COOLING. 3.5 LITER W/O TURBO - TRANS OIL COOLER					
Replace Trans cooler	DG1Z7A095C	\$156.30			
COOLING. 3.5 LITER W/O TURBO - OIL COOLER					
Replace Oil cooler	8A8Z6A642A	\$132.40			
COOLING. 3.7 LITER - RADIATOR & COMPONENTS					
Replace Radiator	DG1Z8005D	\$600.00	Included		
AIR CONDITIONER & HEATER - CONDENSER. COMPRESSOR & LINES. 2.0 LITER					
Replace Condenser	BA5Z19712A	\$221.29	3.5 mech		
HOOD - HOOD & COMPONENTS					
Replace Hood	DG1Z16612A	\$767.33	1.4 body	3.0	
-Non-adjacent (0.2) +Underside (1.5) +Clearcoat (0.6)				1.9	
Replace Release cable	AA5Z16916A	\$58.18	0.8 body		
Replace Front w/strip	DG1Z16B990B	\$22.02	0.2 body		
Replace Front seal, 3.5 liter turbo	5F9Z16A238AA	\$40.40	0.2 body		
Replace Rear seal	8A5Z16740A	\$38.35	0.2 body		
Replace Ajar switch	1X4Z14018BA	\$50.76	0.2 body		
Replace Insulator	DG1Z16738A	\$140.33	0.3 body		
Replace Right Lift cylinder	AG1Z16C826A	\$42.78	0.1 body		
Replace Right Hinge	AG1Z16796A	\$37.08	0.3 body	0.3	
+Clearcoat (0.1)				0.1	
Replace Left Hinge	AG1Z16797A	\$37.08	0.3 body	0.3	
+Clearcoat (0.1)				0.1	
Replace Left Lift cylinder	AG1Z16C826B	\$42.78	0.1 body		
Replace Striker	8A5Z16K689A	\$34.50	0.2 body		
Replace Latch	AG1Z16700A	\$61.08	Included		
FENDER - FENDER & COMPONENTS					
Replace Right Fender	DG1Z16005B	\$324.63	1.8 body	2.0	
-Adjacent (0.4) +Edging (0.5) +Clearcoat (0.4)				0.5	
Replace Left Fender	DG1Z16006B	\$324.63	1.8 body	2.0	
-Adjacent (0.4) +Edging (0.5) +Clearcoat (0.4)				0.5	
Replace Right Fender	BG1Z16102A	\$74.80	0.4 body		
Replace Left Fender liner	BG1Z16103A	\$64.03	0.4 body		
Replace Right Front bracket	DG1Z16A142A	\$43.42	0.2 body		
Replace Left Front bracket	DG1Z16A143B	\$43.88	0.2 body		
FENDER - EXTERIOR TRIM. W/O POLICE INTERCEPTOR					
Replace Left Nameplate, Nameplate, w/o SHO	AG1Z16178B	\$21.37	0.2 body		

CCC Information Services Inc.

Registration #: 4040547
 U-Save Auto
 Binghamton, NY 13905
 Phone #: (607) 772-0999
 Fax #: (607) 722-0310

Customer No: 296
 Report No: 299
 Claim #:
 Assign No:

Estimate

11/4/2015

Description of Work	Part Number	Price	Labor	Paint	Other
FENDER - EXTERIOR TRIM. W/POLICE INTERCEPTOR					
Replace Left Nameplate, w/o flasher lamp	DG1Z16178D	\$47.37	0.2 body		
FENDER - STRUCTURAL COMPONENTS, & RAILS					
Repair Left Upper rail			3.0* Struct	1.0	
-Adjacent (0.4) +Clearcoat (0.1)				-0.3	
Replace Cross bar	DG1Z16A200A	\$84.92	0.3 body		
Repair Right Inner rail			5.0* body	0.6	
-Adjacent (0.2) +Clearcoat (0.1)				-0.1	
Repair Left Inner rail			5.0* body	0.6	
-Adjacent (0.2) +Clearcoat (0.1)				-0.1	
Repair Right Upper reinf			1.0* Struct	0.5	
-Adjacent (0.2) +Clearcoat (0.1)				-0.1	
Repair Left Upper reinf			2.6* Struct	0.5	
-Adjacent (0.2) +Clearcoat (0.1)				-0.1	
Repair Right Upper rail			2.6* Struct	1.0	
-Adjacent (0.4) +Clearcoat (0.1)				-0.3	
ENGINE / TRANSAXLE. 2.0 LITER - AIR INTAKE					
Repair Upper duct					
WHEELS. 16" - WHEELS					
Replace Wheel, steel	DG1Z1015A	\$270.00	0.3 mech		
Replace Wheel, steel	DG1Z1015A	\$270.00	0.3 mech		
FRONT SUSPENSION - SUSPENSION COMPONENTS. W/POLICE INTERCEP					
Replace Front Engine cradle, 2.0 liter	DG1Z5C145E	\$1,023.88	5.9 mech		
FRONT SUSPENSION - STRUTS & COMPONENTS					
Replace Right Front Strut, 2.0 liter	DG1Z18124K	\$109.57	1.2 mech		
WINDSHIELD - WINDSHIELD & COMPONENTS					
Replace Windshield, FORD, w/o rain sensor	FG1Z5403100A	\$277.32	3.3 body		
WINDSHIELD - WIPER & WASHER COMPONENTS					
Replace Reservoir assy, from 9/08/12	DA5Z17618A	\$38.97	0.6 body		
COWL - COWL					
Replace Cowl grille	DG1Z5402228AA	\$211.92	0.8 body		
RESTRAINT SYSTEMS - AIR BAG COMPONENTS					
Replace Driver air bag, all	DG1Z78043B13AA	\$404.95	0.4 mech		
Replace Both Position sensor	7T4Z14B416B	\$94.06	0.6* mech		
Replace Both Ft impact sensor	BK2Z14B004A	\$162.90	0.6* mech		
Replace Both Side impact sens, front	DG1Z14B345A	\$126.10	0.6* mech		
Replace Both Side impact sens, rear	BK2Z14B004A	\$162.90	0.6* mech		
Replace Diagnostic unit, from 5/04/10 to 11/09/13	BG1Z14B321A	\$571.60	0.5 mech		
Replace Psngr air bag	DG1Z54044A74A	\$558.45	1.0 mech		
Replace Occupant sensor	DG1Z14B056A	\$147.88			
Replace Clockspring, all, w/o heated steering wheel	CT4Z14A664A	\$152.13	1.0 mech		
RESTRAINT SYSTEMS - FRONT SEAT BELTS					
Replace Right Front Tensioner, charcoal black	DG1Z54610E44AF	\$149.85			
Replace Left Front Tensioner, charcoal black	DG1Z54610E45AF	\$124.47			
Replace Right Front Seat belt assy, charcoal black	DG1Z54611B08AC	\$284.83	0.7 body		
Replace Left Front Seat belt assy, charcoal black	DG1Z54611B09AC	\$264.65	0.7 body		
PILLARS, ROCKER & FLOOR - APERTURE PANEL					
Repair Right Aperture panel			8.6* Struct	4.1	
-Adjacent (0.4) +Clearcoat (0.7)				0.3	
PILLARS, ROCKER & FLOOR - EXTERIOR TRIM					
Replace Right Rocker molding, front, from 5/03/11	BG1Z5410176BA	\$123.92	0.5 body		
Replace Left Rocker molding, front, from 5/03/11	BG1Z5410177BA	\$125.68	0.5 body		
FRONT DOOR - DOOR & COMPONENTS. W/O POLICE INTERCEPTO					
Repair Right Front Door shell			5.4* body	3.3	
-Adjacent (0.4) +Clearcoat (0.6)				0.2	
Repair Left Front Door shell			5.2* body	3.3	
-Adjacent (0.4) +Clearcoat (0.6)				0.2	

CCC Information Services Inc.

Registration #: 4040547
 U-Save Auto
 Binghamton, NY 13905
 Phone #: (607) 772-0999
 Fax #: (607) 722-0310

Customer No: 296
 Report No: 299
 Claim #:
 Assign No:

Estimate

11/4/2015

Description of Work	Part Number	Price	Labor	Paint	Other
FRONT DOOR - EXTERIOR TRIM, MOLDINGS & APPLIQUE					
Replace Right Front Door Upper molding	AG1Z5420550B	\$127.33	0.6 body		
Replace Right Front Door Side molding	AG1Z5420878AA	\$88.80	0.3 body		
Replace Left Front Door Side molding	AG1Z5420879AA	\$88.80	0.3 body		
FRONT DOOR - OUTSIDE MIRRORS					
Replace Right Front Door Mirror assy, w/o blind spot monitor, w/o memory	CG1Z17682A	\$306.13	0.4 body		
REAR DOOR - DOOR & COMPONENTS					
Repair Right Rear Door shell			6.3* body	3.3	
-Adjacent (0.4) +Clearcoat (0.6)				0.2	
QUARTER PANEL - QUARTER PANEL & COMPONENTS					
Repair Right Quarter panel			8.0* body	3.0	
-Adjacent (0.4) +Clearcoat (0.5)				0.1	
Replace Right Quarter Panel Wheelhouse liner	AG1Z5428370A	\$83.95	0.4 body		
QUARTER PANEL - EXTERIOR TRIM					
Replace Right Quarter Lower molding	AG1Z5429076AB	\$129.78	0.2 body	0.3	
-Adjacent (0.2)				-0.2	
REAR BUMPER - BUMPER & COMPONENTS					
Replace Rear Bumper cover, w/o key FOB/ID card, w/o reverse sensor	DG1Z17K835AAPT	\$507.52	2.3 body	3.2	
-Adjacent (0.4) +Clearcoat (0.6)				0.2	
STRIPE TAPE & DECALS - STRIPE TAPE & DECALS. POLICE INTERCEPTOR					
Replace Right Decal, front door, white, Stripe	DG1Z5420000B	\$417.38			
Replace Right Decal, front door, rear door, Stripe	DG1Z5420000C	\$407.40			
* Align & Adjust 4 WHEEL ALIGN					\$0.95* taxed
* Align & Adjust setup and mesh frame			2.0* body*		
Sub Totals		\$18,222.23	110.4	40.2	

	Hours	Rate	Total
Body Labor	74.7hrs	\$45.00/hr	\$3,361.50 T
Paint Labor	33.0hrs	\$45.00/hr	\$1,485.00 T
Clearcoat Labor	7.2hrs	\$45.00/hr	\$324.00 T
Mech Labor	17.9hrs	\$45.00/hr	\$805.50 T
Structural Labor	17.8hrs	\$45.00/hr	\$801.00 T
OEM Parts			\$18,222.23 T
Paint Supplies	33.0hrs	\$22.00/hr	\$726.00 T
Clearcoat	7.2hrs	\$22.00/hr	\$158.40 T
Misc Taxed			\$0.95 T
Tax - Exempt	\$25884.58 @ 8.0000%		\$2,670.77
Grand Total	#25884.58		\$27,955.35

- BPD Discount

\$ 22,001.90
total

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Guide used is (DR2JN10). 10/15

* Indicates Estimator's Judgment

T Indicates Taxed Item

All estimates left open for possible supplement on hidden damages.

Local Codes
753A
15-37275

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (6/04)
DMV COPY



COPIES

19
7

1	Accident Date Month: 11, Day: 2, Year: 15	Day of Week MON	Military Time 1943	No. of Vehicles 2	No. Injured 1	No. Killed 0	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	VEHICLE 1			VEHICLE 2			BICYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> OTHER PEDESTRIAN <input type="checkbox"/>		

2	VEHICLE 1 - Driver License ID Number 648 846 262	State of Lic. NY	VEHICLE 2 - Driver License ID Number	State of Lic. NY
	Driver Name - exactly as printed on license BUCKLEY, DANIEL, J.	Address (Include Number & Street) 42 CRARY AVE	City or Town BINGHAMTON	State NY
	Driver Name - exactly as printed on license HODNIK, MATTHEW	Address (Include Number & Street) 38 HAWLEY ST.	City or Town BINGHAMTON	State NY

3	Date of Birth Month: 8, Day: 25, Year: 34	Sex M	Unlicensed <input type="checkbox"/>	No. of Occupants 3	Public Property Damaged <input type="checkbox"/>	Date of Birth Month: 7, Day: 9, Year: 91	Sex M	Unlicensed <input type="checkbox"/>	No. of Occupants 1	Public Property Damaged <input type="checkbox"/>
	Name - exactly as printed on registration SAME	Sex	Date of Birth Month: , Day: , Year:	Name - exactly as printed on registration CITY OF BINGHAMTON	Sex	Date of Birth Month: , Day: , Year:				

4	Plate Number 88 KENS	State of Reg. NY	Vehicle Year & Make 11 BMW	Vehicle Type SUBV	Ins. Code 1B2	Plate Number P-11	State of Reg. NY	Vehicle Year & Make 2014 FORD	Vehicle Type PAS	Ins. Code 999
5	Ticket/Arrest Number(s) BE9950684, BE9950695	Violation Section(s) 1142-a, 1144-a	Ticket/Arrest Number(s) -	Violation Section(s) -						

6	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.
7	VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact: 1, 2 Box 2 - Most Damage: 3, 4, 5	VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact: 3, 2 Box 2 - Most Damage: 1, 4, 12	ACCIDENT DIAGRAM SEE SUPPLEMENT

VEHICLE DAMAGE CODING:	1-13. SEE DIAGRAM ON RIGHT.	14. UNDERCARRIAGE	17. DEMOLISHED
15. TRAILER	18. NO DAMAGE	16. OVERTURNED	19. OTHER

Reference Marker	Coordinates (if available) Latitude/Northing: Longitude/Easting:	Place Where Accident Occurred: County <u>BROOME</u> City <input type="checkbox"/> Village <input type="checkbox"/> Town of <u>BINGHAMTON</u> Road on which accident occurred <u>HAWLEY ST.</u> at 1) intersecting street <u>ISABELL ST.</u> (Route Number or Street Name) or 2) _____ (Route Number or Street Name) Feet _____ Miles _____ (Milepost, Nearest intersecting Route Number or Street Name)
------------------	--	--

Accident Description/Officer's Notes	SEE SUPPLEMENT
--------------------------------------	----------------

ALL INVOLVED	8	9	10	11	12	13	14	15	16	17	BY	TO	18	Names of all involved	Date of Death Only
A	1	1	7	1	81	M	B	12	6	-	-	-	-	DANIEL BUCKLEY	
B	2	1	7	1	24	M	1	12	6	SUPERVISOR	WEL			MATTHEW HODNIK	
C															
D															
E															
F															

Officer's Rank and Signature Print Name in Full PTC B. WHALEN	Badge/ID No. 19/338	NCIC No. 30100	Precinct/Post Troop/Zone	Station/Beat/ Sector	Reviewing Officer Bressy	Date/Time Reviewed 11/2/15
---	------------------------	-------------------	-----------------------------	-------------------------	-----------------------------	-------------------------------

USE COVER SHEET

Supplemental Narrative

NARRATIVE

I responded to Hawley St. and Isabell St. to assist 201 who asked for assistance with an MVA in which he was involved. Upon arrival vehicle 1 (NY - 88KEYS) was still in the intersection facing north. Vehicle 2 (P-11) was on the sidewalk and in the middle of a 1 foot thick stone wall divider. Both vehicles had severe front end damage, and there was a great deal of debris in the road at the intersection and to the east of the accident scene. I spoke to Officer Hodnik and he said he was driving with his lights and siren, east on Hawley when a car pulled out in front of him from Isabell St. He tried to swerve to avoid hitting the vehicle but he was unable to avoid an accident. The R.O. of vehicle 1 Daniel said he stopped at the stop sign on Isabell St. at Hawley St. He said he looked and didn't see a car then when he pulled out he was hit by a police car.

I took photographs of the scene, both vehicles, and the line of sight both vehicles would have had. The photos were logged into evidence at H.Q. There were a number of witnesses on the scene and were deposed by other officers (See officer supplements and depositions). Officer Hodnik was complaining of neck and head pain and was taken by Superior ambulance to Wilson E.R. Daniel said he had wrist pain and was shaken but refused treatment with medics. Daniel was issued tickets for failure to yield right of way-stop sign, and failure to yield right of way for emergency vehicle. Both vehicles were towed by U-save, Veh 1 was taken to U-save lot and Veh 2 was taken to BPD motor pool. I stood by and blocked the street at Exchange St. and Hawley St. until the street was opened up. Broome county DPW came and put caution tape around the scene.

Ptl. B. Whalen 19/338

Reporting Officer Signature (Include Rank)
WHALEN, BRENDAN, M,

ID NO

38 of 63

Supervisor's Signature (Include Rank)

ID NO

RA

208

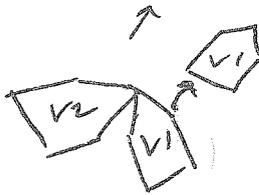
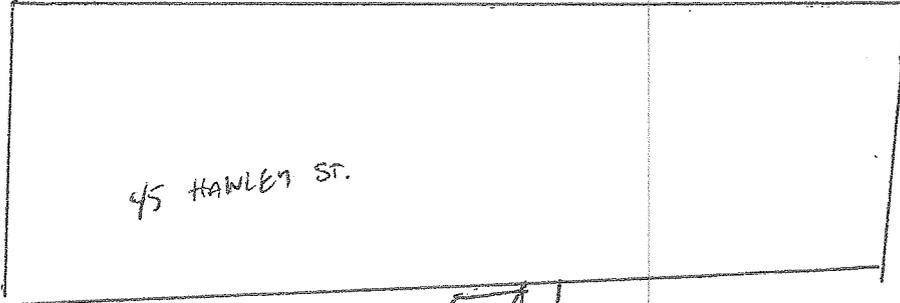
New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
 MV-104A

Page 3 of 3 Pages

Local Code	753A
	15-37275

Month	Day	Year	Day of Week	Military Time	Location
11	2	15	MON	1943	HAWLEY ST. / ISABELL ST.
To Scale:	Sketch	Drawn By:	Measurements Assisted By:		
NONE	BW	PR WHALEN	New		

Indicate North by Arrow



CONSTRUCTION EQUIP.



ISABELL ST.



HAWLEY ST.

Officer's Rank and Signature	Badge / ID	NCIC No.	Precinct/Post Troop/Zone	Station/Beat/Sector	Reviewing Officer	Date/Time Reviewed
	19/330	0030100	207C		BRS	4/2/15



Legislative Branch

RL Number:

Date Submitted:

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: _____

Title/Department: _____

Contact Information: _____

RL Information

Proposed Title: _____

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 **Planning** **MPA** **PW/Parks** **Employees** **Rules/Special Studies**



Legislative Branch

RL Number:
15-258
Date Submitted:
17 Dec 15

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: Daniel L. Thomas
Title/Department: Fire Chief / Fire Department
Contact Information: Fire Administration 607-772-7016

RL Information

Proposed Title: Intergovernmental Memorandum of Agreement By & Between NYS Division of Homeland Security & Emergency Services (Office of Fire Prevention and Control) and City of Binghamton Fire Department for Temporary Loan of Fire Suppression Foam Equipment.

Suggested Content: NY State has formed the "New York State Foam Task Force", which is a state and local partnership to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate equipment is available to strategic locations throughout the state based on risk. The Binghamton Fire Dept. would be issued a foam trailer & supplies and related training.

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 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"/>



Agreement No. X200001

**INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT**

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Office of Fire Prevention and Control

and

CITY OF BINGHAMTON FIRE DEPARTMENT

for

TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT

This Intergovernmental Memorandum of Agreement (Agreement) is entered by and between the State of New York **Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control** ("DHSES", "OFPC" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, Albany, New York 12226 and the **City of Binghamton Fire Department** ("Contractor" or "Participating Agency") with offices located at 38 Hawley Street, Binghamton, NY 13901. The foregoing DHSES and/or Participating Agency shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on January 28, 2014, Governor Andrew Cuomo issued Executive Order 125 directing State agencies to conduct a review of safety procedures and emergency response preparedness related to the shipments of volatile crude from the Bakken Oil fields in North Dakota and other sources; and

WHEREAS, the State has formed the New York State Foam Task Force (Task Force), which is a state and local partnership, to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate equipment is available a strategic locations throughout the State based on risk;

WHEREAS, as a result of the review, DHSES has acquired a quantity of foam trailers, equipment and supplies, and pre-positioned such equipment at strategic locations with participating agencies that herein agree to support the efforts of the Task Force;

WHEREAS, this Agreement establishes the responsibilities, guidelines and procedures for the assignment, deployment and use of the equipment to the Participating Agency by DHSES;

WHEREAS, the Participating Agency acknowledges receipt of said equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to Participating Agency to use the Equipment designated in Section 3, and the Parties agree to the terms and conditions as follows:

Temporary Loan of Fire Suppression Equipment
Agreement No. X200001
City of Binghamton Fire Department



1. PURPOSE

DHSES is providing Class B foam trailers and equipment, further identified in Appendix B ("Equipment"), to participating agencies to receive, hold, maintain and use in order to pre-position the equipment for rapid response to incidents resulting in a spill or fire involving crude oil and other ignitable liquids, when activated by the State as a component of the New York State Foam Task Force.

The Equipment is being provided on a loan basis. Regardless of possession, title to all equipment identified in Appendix B shall remain with the State at all times. The State has the right to recall the Equipment at any time upon notification. As such, any permanent granting of the Equipment must be provided for in a separate written agreement signed by both Parties. The Parties understand and acknowledge that the Equipment issued under the terms and conditions of this Agreement is intended to enhance the ability of the Participating Agency and the State to assist in and support fire control and vapor suppression efforts at incidents involving crude oil and other ignitable liquids and is not intended to provide all the equipment appropriate and necessary to do so.

2. APPENDIX A

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

3. DESCRIPTION OF EQUIPMENT

DHSES agrees to provide to the Participating Agency on a temporary loan basis: foam trailers, equipment and supplies under the terms of this Agreement. All items, equipment and resources shall be collectively referred to herein as "Equipment." The specific Equipment loaned to the Participating Agency is specifically listed in Appendix B, which is hereby attached and incorporated into this Agreement.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 The Participating Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds ten thousand (\$10,000), it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the AG and OSC.
- 4.2 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate after twenty-four (24) months from the day therefrom, unless terminated earlier pursuant to sections 4.3 – 4.5 below. This Agreement may be extended in writing for an additional two (2) year period upon mutual agreement between the Parties.



- 4.3 DHSES may terminate this Agreement immediately, upon written notice of termination to the Participating Agency, if the Participating Agency fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.
- 4.4 Either Party shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.
- 4.5 The Participating Agency may terminate this Agreement, upon written notice of termination to the State, if the Participating Agency is unable or unwilling to comply with the terms and conditions of the Agreement.
- 4.6 Upon termination of this agreement by either the State or Participating Party, the Participating Agency shall return all equipment, less ordinary wear and tear, to DHSES.

5. TERMS OF USE

The Parties agree that the Participating Agency shall maintain possession of the Equipment provided the Participating Agency complies with the following conditions:

- 5.1 The Participating Agency understands and agrees that for incidents necessitating deployment of the Task Force time is of the essence and therefore it shall identify and assign personnel to deploy and operate as part of the Task Force, and will remain ready, willing and able to immediately deploy the equipment and personnel, as identified below, pursuant to activation by the State and shall immediately notify the State of the inability to respond to that request.
- 5.2 The Participating Agency agrees to make personnel available to participate in the initial and in-service training specified by New York State. The number of personnel trained shall be sufficient to provide for the response of 2 to 4 personnel with the Equipment when activated as part of the NYS Foam Task Force and deployed by the State., To the extent possible, scheduling of required training by OFPC will be undertaken to limit overtime for participating agency career staff and consistent with the availability of volunteer staffing. At a minimum the training shall include the following:
 - 5.2.1 Initial Training: Approximately 20 – 24 hours;
 - 5.2.2 Annual Refresher Training: Approximately 4 – 8 hours;
 - 5.2.3 Annual Drill or Exercise: Approximately 4 – 8 hours.



- 5.3 In addition to ensuring availability and participation in the annual refresher training provided by OFPC, Participating Agency agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events as requested by the State.
- 5.4 The Participating Agency shall ensure that there are two (2) to four (4) trained persons available at all times (24hours/7days) to respond with the pre-positioned foam trailer and equipment within 30 minutes or less; however, it is understood and agreed that, at no time, shall there be less than two (2) trained persons available to respond. The Participating Agency acknowledges and agrees that it shall be responsible for all salaries, costs and fees associated with response or activities requested by OFPC and/or the New York State Foam Task Force.
- 5.5 Participating Agency agrees to be responsible to provide and make available or provide for the following:
- 5.5.1 All personal protective equipment (PPE) appropriate and necessary for its personnel to respond with and operate as part of the NYS Foam Task Force, including but not limited to structural firefighting turnout gear.
 - 5.5.2 The 1.75" and 2.5" hose required for the appliances and foam attack lines associated with each trailer (estimated 200 feet of each type).
 - 5.5.3 Participating Agency shall provide, and Participating Agency personnel shall retain the insurance coverage and protection provided by the Participating Agency for its personnel including but not limited to, the provisions established by General Municipal Law 207-a or the Volunteer Firefighter's Benefit Law.
 - 5.5.4 A vehicle suitable for towing the assigned foam trailer during a response and approved by OFPC in advance.
 - 5.5.5 Maintaining the Equipment covered under this Agreement in a state of readiness for use and response at all times (24 hours/7 days).
 - 5.5.6 Immediate notification to the State of any condition or issue necessitating placing the Equipment out of service or of any condition or circumstance which prevents the Participating Agency from responding with the Equipment.
 - 5.5.7 Comply with procedures and guidelines, established by DHSES, for the activation, deployment, and operations of the Task Force.
- 5.6 The Parties agree that the trailer may be used by the Participating Agency, as needed, for any local response under the following conditions:
- 5.6.1 The Participating Agency must notify OFPC of all local responses undertaken within twenty-four (24) hours of the commencement of activity.



- 5.6.2 The Participating Agency agrees to replace any foam concentrate or supplies used in local response, as specified by OFPC.
- 5.6.3 The Participating Agency agrees to repair any damage or wear to the trailer or equipment associated with or required after local use.
- 5.6.4 The Participating Agency shall assume all liability associated with operation or use of any loaned equipment during any local response.
- 5.7 The Participating Agency shall ensure that all intended users and operators of the Equipment successfully complete the training specified and provided by the State for that purpose.
- 5.8 The Participating Agency understands and agrees to be solely responsible to understand any and all safety or security issues surrounding the use of the Equipment and accommodate its use according to its capabilities and limitations.
- 5.9 The Participating Agency understands and agrees that, on occasion, the State will perform inventory and maintenance, routine and emergency, to the Equipment, which may be conducted with advance notice or no notice at all. The Participating Agency agrees that it shall provide DHSES, OFPC and its vendors and subcontractors with reasonable time and opportunity to properly maintain the Equipment in accordance with the manufacturer's recommendations and all applicable laws and regulations.
 - 5.9.1 Additionally, the Participating Agency shall be prepared for use of alternative Equipment during planned and unplanned out servicing. Furthermore, it is hereby understood that the State has no obligation to provide alternate equipment to be available for local responses when Equipment is removed from service for maintenance or repairs, although it reserves the right to provide alternate equipment to maintain NYS Foam Task Force operational capabilities if resources are available to do so.
- 5.10 The Participating Agency understands and agrees that the State may take back the Equipment at any time for any reason or may redeploy the Equipment if it is determined to be needed in another area as directed by DHSES. Upon notification by the state the Participating Agency must make the Equipment immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the Participating Agency Point of Contact.
- 5.11 The Participating Agency agrees that DHSES reserves the right to take back the Equipment in the event of a breach of this Agreement, if the Equipment is not being used to its full potential, is being misused or has been returned for reissuance by DHSES. In the event of reissuance, the Participating Agency agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Equipment to DHSES.



- 5.12 The Parties acknowledge that sustaining the Equipment issued or issuing additional resources shall be contingent upon an evaluation of need by DHSES and be subject to the availability of funding. The Parties reserve the right to expand the scope of this Agreement or the type and amount of the pre-positioned Equipment provided, subject to available funding, as agreed to by both Parties, and addressed within an updated and amended agreement .
- 5.13 DHSES shall be responsible for the following:
 - 5.13.1 Ordering, purchasing and accepting Equipment from the vendor;
 - 5.13.2 Conduct routine maintenance, repair and/or replacement of Equipment resulting from response activities pursuant to State activations. Participating Agency shall be responsible for costs relating to maintenance and repair required resulting from local deployment;
 - 5.13.3 Testing and recertification of the Equipment provided, as required;
 - 5.13.4 Replacement of foam supplies utilized during State specified training or deployment of the Foam Task Force [as directed by the State];
 - 5.13.5 Reimbursement of costs incurred directly by the Participating Agency as the employer, with the exception of those costs that would otherwise have been incurred by the Participating Agency (such as deployment within the jurisdiction of the Participating Agency), for the cost of backfilling to provide shift coverage, including overtime, for personnel responding pursuant to activation by the State. The reimbursement shall not exceed costs for four (4) persons, except as approved by the State Fire Administrator;
 - 5.13.6 Providing the initial training and annual refresher training required for the use of the Equipment. Consideration will be given to reimburse backfill costs associated with participation of Participating Agency's personnel in training, drills and exercises, subject to the availability of funds.
 - 5.13.7 Organizing drills and exercises.
 - 5.13.8 Activation, deployment, management and operations of the New York State Foam Task Force.

6. LOAN OF RESOURCES

- 6.1 The Equipment shall be loaned exclusively to the Participating Agency only for the purposes set forth in this Agreement. No other use of the equipment shall be authorized.
- 6.2 DHSES shall retain title to the Equipment loaned under this Agreement at all times.
- 6.3 The Participating Agency agrees that it has no claim in law or equity concerning the Equipment or associated training.



- 6.4 The Participating Agency agrees that it shall not sell, move or otherwise transfer the Equipment to any other party without the express written permission of DHSES.
- 6.5 In all instances, except where otherwise agreed to by DHSES, the Participating Agency is responsible for all costs associated with preparing, packing and transporting the equipment, including all applicable costs. Possession, but not title, of the equipment will pass from DHSES to the Participating Agency at the time of receipt of the equipment. All transportation to and from the site of the equipment and all associated costs will be covered exclusively by the Participating Agency. DHSES financial responsibility is limited to that identified in 5.13.

7. COMPENSATION

As compensation for loan of this equipment, the Participating Agency shall pay DHSES a one-time administrative fee of \$1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The Participating Agency is responsible for peripheral and maintenance costs of the Equipment as described in this Agreement.

8. PARTICIPATING AGENCY POINT OF CONTACT

The Participating Agency will designate its own member Point of Contact ("Participating Agency POC") for the purpose of arranging for and the installation, maintenance and return of the equipment to DHSES. The Participating Agency's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The Participating Agency Point of Contact shall be listed in Appendix B of this Agreement.

9. DHSES POINT OF CONTACT

State Fire Administrator
New York State Office of Fire Prevention and Control
NYS Division of Homeland Security and Emergency Services
State Office Campus
1220 Washington Ave, Building 7A
Albany, NY 12242
Office: 518-474-6746

10. CONDITION AND MAINTENANCE OF EQUIPMENT

- 10.1 DHSES will make its best effort to ensure that the Equipment loaned under this Agreement is furnished to the Participating Agency in a serviceable condition suitable for its intended use.

However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.



10.2 The Participating Agency shall be responsible to receive the Equipment and certify that the Participating Agency's orientation with the Equipment occurred. Additionally, the Participating Agency shall, as appropriate, 1) provide equipment inventory reports to DHSES upon request; 2) assist in resolving equipment related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

11. EQUIPMENT SECURITY

Upon acceptance of the Equipment, Participating Agency shall notify OFPC of the location where the equipment is to be stored and assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must be approved in advance by DHSES.

12. NO THIRD-PARTY TRANSFERS

This Agreement or the Equipment loaned hereunder shall not be transferred to any other party by the Participating Agency without the express written permission of DHSES.

13. RETURN OF EQUIPMENT

Upon expiration of the Agreement, the Participating Agency shall be responsible to return all Equipment to DHSES in the same condition as it was issued, less and except ordinary wear and tear caused by response activities pursuant to state activations. If the Equipment is not returned, or not returned in good working order and repair, the Participating Agency may be responsible to reimburse DHSES the replacement value or repair of the Equipment, which shall be determined by the estimated replacement value for each item of equipment listed in Appendix B.

14. LIABILITY AND INSURANCE

14.1 The Participating Agency shall indemnify and hold harmless the State of New York for any and all claims arising out of the local use of the Equipment, including but not limited to deployment, training, drills and exercises. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the Participating Agency or third parties.

14.2 In consideration of the Participating Agency's agreement to deploy and respond during a State activation of the Task Force, the State, subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act and Section 17 of the Public Officers Law, shall hold the Participating Agency harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent attributable to the acts and omissions of its officers or employees when acting within the course and scope of their employment.



14.3 Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the Participating Agency for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. Participating Agency remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

14.4 Nothing contained herein is intended limit the rights and privileges afforded to either Party by operation of law.

14.5 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Participating Agency shall at all times remain an "independent Participating Agency" with respect to the efforts to be performed under this Agreement. DHSES shall not be responsible for any payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participating Agency is an independent Participating Agency.

14.6 Participating Agency shall carry general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 dollar in the aggregate. Such insurance shall remain in effect throughout the term of the Agreement.

14.6.1 The Participating Agency shall name the State of New York and DHSES as an "additional insured."

14.6.2 The Participating Agency shall provide certification of insurance to DHSES and must include: 1) the insurance policy number; 2) the name and address of the broker and title of authorized official of broker; and 3) the signature of the authorized official or broker.

14.6.3 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

15. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of New York.

16. NOTICES

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;



(d) by expedited delivery service; or
(e) by e-mail.

17. AMENDMENTS

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

State Agency Certification

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

ON BEHALF OF PARTICIPATING AGENCY:

ON BEHALF OF DHSES:

Signed, _____

Signed, _____

Name: _____

Name: _____

Title: _____

Title: _____

Participating Agency Acknowledgement for Agreement No. X200001

State of New York)
)ss.
County of _____)

On this ___ day of _____ 2015, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that she/he resides in _____, that she/he is the _____ of the municipal fire department described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

(Signature and office of the person taking acknowledgement)



APPENDIX A

Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor 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 are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be



performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. 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 Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, 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 State Comptroller.



10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records").

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment



opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, 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.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or



public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor 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.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;



(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall 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).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor 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") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification

Temporary Loan of Fire Suppression Equipment
Agreement No. X200001
City of Binghamton Fire Department



at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 Act within 90 days after the determination of such violation, then the state agency 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 Contractor in default.

The state agency 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 a contract, 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.



APPENDIX B

Equipment Inventory and Participating Agency Point of Contact

<u>Quantity</u>	<u>Item</u>	<u>Estimated Replacement Value</u>
1	Dual Tote Chariot II Foam Trailer, 330 gal totes	\$39,840.01
	Including:	
	1 TFT Blitzfire Portable Monitor with Foam Shaper	
	1 350 gpm in-line eductor	
	1 125 gpm 1.5" nozzle	
	1 95 gpm in-line eductor	
	1 National Foam Gladiator Tri-Flow Foam Nozzle	
	1 23 gpm Foam Transfer Pump Kit	
	Misc. Fittings and Adapters	\$543.50
1	Radio Controlled Monitor (RF) upgrade	\$8,895.00
1	National Foam Universal Gold 1x3, 660 gallons	\$28,115.74
	TOTAL	\$77,394.25

Participating Agency Point of Contact

Organization: Binghamton Fire Department
Name: Daniel Thomas
Title: Chief
Address: 38 Hawley Street, Binghamton, NY13901
Phone: (607) 772-7016
Email: dlthomas@cityofbinghamton.com



Legislative Branch

RL Number:
15-259

Date Submitted:
12/18/15

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

REQUEST FOR LEGISLATION

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

Applicant Information

Request submitted by: William Barber

Title/Department: Commissioner of Parks & Recreation

Contact Information: 772-7017

RL Information

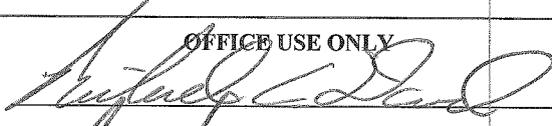
Proposed Title: Diamond Umpire's Contract

Suggested Content: A Resolution to contract with Diamond Umpire's Group for officiating services for all Youth Softball, Little League and Babe Ruth from January 1, 2016 - December 31, 2020.

Additional Information

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

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

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

Diamond Umpires' Group Contract for Officiating Services

This contract between the City of Binghamton, NY and the Diamond Umpires' Group (DUG) shall be in effect from January 1, 2016 through December 31, 2020. During the term of this contract the DUG shall be the sole provider of umpiring services for all Youth Softball sponsored by the City of Binghamton.

During the term of this contract, the following fee structure is in effect for 12U softball:

2016: \$64 per 6 inning game for two umpires, \$48 per game for one umpire

2017: \$66 per 6 inning game for two umpires, \$50 per game for one umpire

2018: \$68 per 6 inning game for two umpires, \$51 per game for one umpire

2019 & 2020: \$70 per 6 inning game for two umpires, \$53 per game for one umpire

During the term of this contract the following fee structure is in effect for 17U softball:

2016: \$74 per 7 inning game for two umpires, \$56 per game for one umpire

2017 & 2018: \$76 per 7 inning game for two umpires, \$57 for one umpire

2019 & 2020: \$80 per 7 inning game for two umpires, \$60 for one umpire

This contract also establishes the following:

Half fee whenever the officials arrive at the game site but cannot start the game due to weather, field conditions or league error

No fee will be charged when the league cancels a game by notifying the DUG assignor a minimum of two hours prior to the **scheduled** start of the game

Full fee will be charged when neither team can field enough players to start the game, in the event of a forfeit, or whenever a game is started

A 2 hour immediate stop rule will be enforced after 2 hours of play for 12U games

A 10 run mercy rule after 4 ½ or 5 innings for 17U games

If an umpire is physically or verbally assaulted by a player, coach or spectator, the DUG may refuse service to the league until the incident is resolved to the satisfaction of the DUG.

Either party may attempt to amend this contract by giving written notice to the other party.

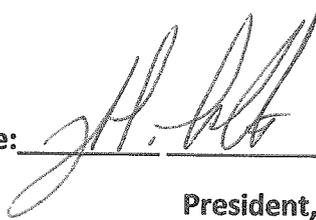
Once the notice is received, a negotiation session will be scheduled within a reasonable time.

The City of Binghamton may not terminate this contract for the purpose of allowing another umpire association to officiate its' games.

Approved by:

Binghamton Parks & Recreation

Date:



Date:

12/3/15

President, Diamond Umpires' Group

Diamond Umpires' Group Contract for Officiating Services

This contract between the City of Binghamton, NY and the Diamond Umpires' Group (DUG) shall be in effect from January 1, 2016 through December 31, 2020. During the term of this contract the DUG shall be the sole provider of umpiring services for all Babe Ruth (13-17 YO) baseball sponsored by the City of Binghamton.

During the term of this contract, the following fee structure is in effect:

2016: \$76 per 6 inning game for two umpires, \$57 per game for one umpire

2017 & 2018: \$78 per 6 inning game for two umpires, \$59 per game for one umpire

2019 & 2020: \$80 per 6 inning game for two umpires, \$60 per game for one umpire

This contract also establishes the following:

Half fee whenever the officials arrive at the game site but cannot start the game due to weather, field conditions or league error

No fee will be charged when the league cancels a game by notifying the DUG assignor a minimum of two hours prior to the **scheduled** start of the game

Full fee will be charged when neither team can field enough players to start the game, in the event of a forfeit, or whenever a game is started

An 8 run mercy rule will be enforced after the completion of 4 ½ or 5 innings

If an umpire is physically or verbally assaulted by a player, coach or spectator, the DUG may refuse service to the league until the incident is resolved to the satisfaction of the DUG.

Either party may attempt to amend this contract by giving written notice to the other party.

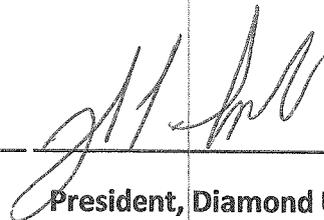
Once the notice is received, a negotiation session will be scheduled within a reasonable time.

The City of Binghamton may not terminate this contract for the purpose of allowing another umpire association to officiate its' games.

Approved by:

Binghamton Parks & Recreation

Date:



President, Diamond Umpires' Group

Date:

12/5/15

Diamond Umpires' Group Contract for Officiating Services

This contract between the City of Binghamton, NY and the Diamond Umpires' Group (DUG) shall be in effect from January 1, 2016 through December 31, 2020. During the term of this contract the DUG shall be the sole provider of umpiring services for all Little League baseball sponsored by the City of Binghamton.

During the term of this contract, the following fee structure is in effect:

2016: \$64 per 6 inning game for two umpires, \$48 per game for one umpire

2017: \$66 per 6 inning game for two umpires, \$50 per game for one umpire

2018: \$68 per 6 inning game for two umpires, \$51 per game for one umpire

2019 & 2020: \$70 per 6 inning game for two umpires, \$53 per game for one umpire

This contract also establishes the following:

Half fee whenever the officials arrive at the game site but cannot start the game due to weather, field conditions or league error

No fee will be charged when the league cancels a game by notifying the DUG assignor a minimum of two hours prior to the **scheduled** start of the game

Full fee will be charged when neither team can field enough players to start the game, in the event of a forfeit, or whenever a game is started

An 8 run mercy rule will be enforced after the completion of 4 ½ or 5 innings

If an umpire is physically or verbally assaulted by a player, coach or spectator, the DUG may refuse service to the league until the incident is resolved to the satisfaction of the DUG.

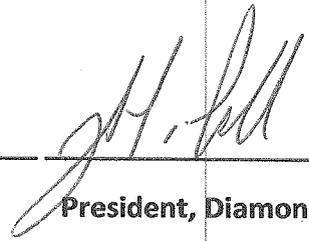
Either party may attempt to amend this contract by giving written notice to the other party. Once the notice is received, a negotiation session will be scheduled within a reasonable time.

The City of Binghamton may not terminate this contract for the purpose of allowing another umpire association to officiate its' games.

Approved by:

_____ Date: _____

Binghamton Parks & Recreation



_____ Date: 12/5/15

President, Diamond Umpires' Group