

Intro No. 27
Date 1/21/16
Reviewed by
Co. Attorney Linda Schmitt
Date 2/19/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-27
Date Adopted 1/21/16 & 2/18/16
Effective Date 2/19/16

Sponsored by: Public Works & Transportation Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING A ROAD USE AGREEMENT WITH WILLIAMS FIELD SERVICES COMPANY, LLC FOR USE OF BROOME COUNTY ROADS

WHEREAS, the Commissioner of Public Works, Parks, Recreation and Youth Services requests authorization for an agreement with Williams Field Services Company, LLC, for use of Broome County Roads, with terms of the agreement attached hereto as Exhibit "A", now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Williams Field Services Company, LLC, 310 State Route 29 North, Tunkhannock, Pennsylvania 18657, for use of Broome County Roads, with terms of the agreement attached hereto as Exhibit "A", and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

ROAD USE AGREEMENT

This Road Use Agreement is entered into this _____ day of _____, 2015 ("Effective Date") between Williams Field Services Company, LLC having offices at 310 State Route 29 North, Tunkhannock Pa 18657 hereinafter "Company", and the County of Broome, a municipal corporation having offices at Edwin L. Crawford County Office Building, Binghamton, New York 13902 hereinafter "Municipality". The Company and Municipality are each a "Party" and referenced together as the "Parties".

RECITALS

WHEREAS, Company is a Limited Liability Company engaged in natural gas gathering and transportation, including but not limited to pipeline construction, maintenance and operation; and

WHEREAS, Company intends to engage in the construction activities related to the New York Loop Midstream natural gas pipeline ("New York Loop Midstream Pipeline Construction Activities")¹; and

WHEREAS, Company will necessarily need to traverse the Municipality's highways, roads, bridges, culverts and related fee owned land, rights-of-way or easements owned or maintained by the Municipality (collectively "Roads") with Company operated heavy machinery weighing in excess of 26,001 lbs. (consisting of certain trucks, construction machinery and equipment and other related items operated by the Company during the New York Loop Pipeline Construction Activities) (collectively referred to herein as "Company's Heavy Vehicles"); and

WHEREAS, Company acknowledges that Company's Heavy Vehicles may unintentionally cause damage to said Roads; and

WHEREAS, the Municipality seeks guarantees and assurances from Company that Company will pay and/or otherwise indemnify the Municipality for any Damage (as defined herein) to the Roads arising from its activities.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the Municipality, each intending to be legally bound, agree as follows:

1. Company Responsibilities.

a. Company agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon roads related to New York Loop Midstream Pipeline Construction Activities are disposed of in the appropriate manner and be responsible for obtaining any applicable approvals, permits and/or orders.

b. Company shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic for any more than ten minutes at a time and shall use reasonable efforts to not block the

¹ The New York Loop Midstream Pipeline Construction Activities consist of a Company pipeline project an application for which was filed with the New York Public Service Commission to Case 13-T-0538. On October 16, 2015, the Commission issued an Order approving this project.

flow of traffic in both lanes more than five minutes at any time. Company agrees that any proposed temporary Road closings will be properly coordinated in advance with the Municipality. Longer term closures if required shall be coordinated with the Municipality in writing at least 48 hours prior to the closing and the Company shall be responsible for complying with any and all applicable New York State and federal laws concerning traffic control requirements for every activity that will impact the flow of traffic. The Company will comply with its work hour limitations set forth in its Public Service Commission Order for this project.

c. The term "Company" shall include its employees, agents, vendors, contractors, subcontractors, and/or haulers. Company shall require that each and every employee, agent, vendor, contractor, subcontractor, and hauler will comply with the terms and conditions of this Agreement and the Company shall be responsible for any failure of each and every employee, agent, vendor, contractor, subcontractor, and hauler that fails to comply with the terms of this Agreement.

2. Road Surveys and Routes.

a. Exhibits A-1 and A-2 are the list and map, respectively of the Roads that Company's Heavy Vehicles will be using as part of the pipeline construction. The parties recognize that other routes may become necessary to use due to various reasons. Should any Roads not listed or shown on Exhibits A-1 and A-2 be expected by Company to be used by Company's Heavy Vehicles, the Company shall notify the Municipality, unilaterally add the Roads to Exhibit A-1 and A-2 and conduct the necessary surveys under this Agreement.

b. If the Company and Municipality identify deficiencies or inadequacies in the Roads relative to planned construction activities, Company shall undertake construction to reinforce and improve the Roads as necessary to correct such deficiencies or inadequacies ("Reinforcement Activities"). Company shall perform the Reinforcement Activities only after the Municipality approves the Reinforcement Activities. Reinforcement Activities on the Roads shall be conducted so as to minimize the effects on local transportation and shall be coordinated with the Municipality with respect to its planned construction (if any) affecting the Roads.

c. Following the performance of Reinforcement Activities and prior to the commencement of use of the Roads by Company's Heavy Vehicles to deliver goods and equipment to active construction sites of the Company, Company and the Municipality shall confer regarding the routes to be used for Company's Heavy Vehicles engaged in the Company's activities and the precautions to be taken to protect health and safety.

d. Prior to the commencement of Road use activities by Company's Heavy Vehicles, at Company's cost, Company and the Municipality shall cooperatively prepare a suitable video survey of the Roads identified in the Road route and shall provide a copy thereof to the Municipality at no cost to the Municipality.

e. The Company shall notify the Municipality that construction activities have been completed within five (5) days of the completion of the construction of the New York Loop Midstream Pipeline Construction Activities and, thereafter, at Company's cost, Company and the Municipality shall cooperatively prepare a suitable post-construction video Road survey of the Roads identified in the Road route.

f. Immediately following the completion of the post-construction video Road survey, Company will provide the Municipality with the result of the Road studies, including a copy of the video.

g. In the event Company deviates from the Road route designated in, or added by the Company to, Exhibits A-1 and A-2, the Municipality may request and Company shall immediately upon receipt of such request cease and desist such deviation.

h. Company shall be liable for any and all Damages (as defined herein) to the Municipality for repair of the Roads in accordance with the procedure set forth in Section 3, below.

3. Road Damage.

a. If any Damage (as defined in Section 3(b)) occurs to Roads by the use of Roads by Company's Heavy Vehicles during the construction of the New York Loop Midstream Pipeline Construction Activities and such Damage is, in the reasonable opinion of the Municipal Engineer (and/or Highway Commissioner), an immediate danger to the public using said Road, then the Municipality may undertake immediate emergency repairs to said Road. Immediate danger to the public using said Road includes any condition that in the opinion of the Municipal Engineer (and/or Highway Commissioner) creates a safety risk if not repaired within the next 15 days. In the event Company becomes aware of any such Damage, it shall notify the Municipality within 48 hours of such Damage in writing detailing the Damage. If the Municipality discovers the Damage, the Municipality shall submit a written notice to Company detailing the Damage. Provided the Company agrees to act in accordance with a schedule approved by the Highway Superintendent, in lieu of the Municipality implementing the emergency repair, the Company may then elect to undertake the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Municipality. Should the Company not elect to undertake said repairs in accordance with a schedule approval by the Highway Superintendent, the Company shall pay the reasonable repair costs incurred by the Municipality unless Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair. The non-disputed costs incurred by the Municipality to repair said Damage shall be paid as set forth below. Company shall pay the reasonable charges within 15 days of receipt of the invoice. In the event of a dispute, then both parties shall abide by the procedure set forth herein for dispute resolution in Section 4 below. The undisputed amount shall be paid within 15 days of receipt of the invoice.

b. Within 45 days following the completion of the New York Loop Midstream Pipeline Construction Activities and notification to the Municipality by Company, the Municipality must notify Company in writing if the Municipality believes the Damages to the Roads arise from the New York Loop Midstream Construction Activities. The terms "Damage" or "Damages" as used in this Agreement shall mean injuries caused by Company's Heavy Vehicles consisting of base failure, alligator cracking, greater than 50% chip seal surface loss, vehicle track marks, an increase in rutting of asphalt of more than 1/2 inch in depth in the wheel path, shoulder cracking, pot holes, raveling, wheel path in ditch lines and greater than 50% aggregate surface loss on a dirt/gravel road. The terms "Damage" or "Damages" shall not include injuries to the Roads that (1) were present prior to the Company's use thereof by Company's Heavy Vehicles or that were present during preconstruction documentation; (2) that occurred after repairs to the Road were made and at a time Company's Heavy Vehicles were not in use by the Company on the Road; or (3) ordinary wear and tear. Notwithstanding anything in this Agreement to the contrary, Company shall only be liable for

reasonable costs, fees, expenses and any other reasonable bills incurred to or by the Municipality to repair Damage to Roads.

c. Except under the situation covered by Section 3(a), within 30 days of a receipt of any written notice of allegation of Damage from the Municipality, Company shall notify the Municipality in writing of its agreement or disagreement with the allegations.

d. Within the 30 day timeframe referenced in section 3(c), Company may elect to undertake all or some of the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Municipality. Should the Company not elect to undertake all such repairs, it shall reimburse the Municipality for the reasonable repair costs within 30 days of receipt of invoice unless Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair. If Company disputes any invoice, it shall pay the Municipality for all undisputed items and shall provide a written statement as to its basis for contesting the disputed amount(s) within the foregoing 30 day period. In the event of a dispute, then both parties shall abide by the procedure set forth herein for dispute resolution in Section 4 below.

e. The manner of repair of any Road Damage described in this Agreement shall be at the reasonable discretion of the Municipal Highway Commissioner consistent with the Road or bridge standards that are otherwise applicable throughout the Municipality for the type of road or bridge involved being a guide. Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be required to pay for, or to install itself, road base materials or surfaces to a condition better than existed prior to the alleged Damage caused by the Company. By way of example, should Damage occur to an unpaved Road, the Company will not be required to pave such Road. The parties agree that the roadway repairs will consist of those repair processes identified in Exhibit B.

f. Within two weeks of full execution of this Agreement, the Company will provide the Municipality with a nonrefundable payment of Ninety Four Thousand Five Hundred dollars (\$94,5000.00) ("Fee Reimbursement Payment") to be used for the Municipality's payment of any professional, inspection or administrative fees it incurs and for community purposes related to transportation activities. The Company's obligations regarding payment of the Municipality's professional, inspection or administrative fees shall be satisfied by this payment and it shall have no further obligations related to such fees.

4. Dispute Resolution

a. Any litigation related to this Agreement shall be brought before a court of competent jurisdiction.

5. Bonding

a. Prior to the commencement of construction of the New York Loop Midstream Pipeline Construction Activities and use of the Roads by the Company's Heavy Vehicles, Company shall obtain and deliver to the Municipality a bond in the amount of One Million Dollars (\$1,000,000.00). Such Bond shall be executed by a reliable bonding or insurance institution authorized to do business in the State of New York and reasonably acceptable to the Municipality, and shall be attached to this Agreement as Exhibit C.

b. Company shall be listed as principal with the instrument benefiting the Municipality, as obligee and shall be conditioned that the Company will comply with the terms and conditions of this Agreement. The original bond shall be delivered to the appropriate Municipal employee or supervisor.

c. In the event that the Company does not undertake repairs or reimburse the Municipality in the time allotted under Section 3 above, (including any time for dispute resolution) the Municipality shall be authorized to demand payment from and against any bond to recover any amounts due from the Company for repairs to the Roads and/or bridges. Upon receipt of the monies, the Municipality will proceed with completing the required repairs. Nothing in this subsection will prevent the Municipality from proceeding by way of a civil action to obtain compliance and abate the default.

d. In the event the Bond contains a stated termination date, then Company shall renew or obtain a new Bond in the agreed upon amount no later than 30 days prior to the stated termination date. It is the intention of the parties that the Bond for the stated amount remains in effect throughout the term of this Agreement. In addition, should Company convey any or all of its interest in this Agreement, then the new owner will obtain a Bond to comply with this Agreement.

e. The Bond is to guarantee reimbursement to the Municipality for all reasonable costs of labor, material and equipment expenses for the Municipality may incur in repairing any Road consistent with the provisions of this Agreement.

f. The cancellation of any Bond will not release the Company from its obligation to meet all of the requirements of this Agreement.

g. In the event the cost of any such repair is less than Twenty Five Thousand dollars (\$25,000.00), such amount will be deposited by the Company in an a mutually agreeable escrow account for the Municipality to draw upon to complete repairs, if such repairs have not been undertaken by the Company.

h. Nothing in this Section 5 shall be construed to result in a waiver of any rights of the Company, bonding company or insurance institution issuing a bond to dispute or challenge any claims for payment by the Municipality for alleged Damage to its Roads.

6. Indemnification and Insurance.

Upon the Effective Date, Company shall purchase and maintain or cause to be maintained insurance of the following types and form during the Term (as defined in this Agreement) and the Company shall require its vendors, contractors, subcontractors, and/or haulers obtain and maintain the types and forms of insurance during the Term as determined by Company. Company shall furnish Municipality with certificates of insurance and endorsements of all Company required insurance, as may be reasonably requested.

a. Commercial General Liability (CGL): Company shall maintain, at its own cost and expense, a minimum level of commercial general liability insurance of two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. Company agrees that it will

include the Municipality as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing before any other insurance, including any deductible, maintained by, or provided to, the additional insured. All insurers shall have at least an A - (VII) or better rating by A.M Best and be qualified to do business in the jurisdiction where the Project is located.

b. Workers' Compensation and Employers' Liability. Company shall have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the premises where the work is performed. Employers' Liability insurance shall not be less than five hundred thousand dollars (\$500,000) for injury or death each accident.

c. Said insurance shall provide for notice to the Municipality prior to cancellation of any coverage per policy terms and conditions.

d. Intentionally Omitted.

e. Indemnification, Waiver and Forbearance. To the fullest extent permitted by law, Company shall defend, indemnify and hold harmless the Municipality, its agents and employees from and against all third party claims, damages, losses and expenses, arising out of or resulting from Company's breach of this Agreement or Company's negligent or willful misconduct in the course of Company's completion of Road repairs under this Agreement. With respect to injuries to persons for whom Company has secured the payment of compensation as provided under the New York Workers' Compensation Law and which Company has agreed in this section to provide indemnification to the Municipality, this provision shall be construed as one by which the Company has expressly agreed to contribution or indemnification of the Municipality within the meaning of New York Workers' Compensation Law § 11. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this section. In any and all claims against Municipality or any of its agents or employees by any employee of Company, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Company under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The Municipality agrees that the remedies related to Road Damages and repair set forth herein shall be the sole remedies for such Damages. So long as the Company materially complies with the terms and provisions of this Agreement, the Municipality hereby waives any rights to seek additional damages or payments for Damages to the Roads in addition to, or in excess of, the remedies afforded herein. So long as the Company materially complies with the terms and provisions of this Agreement, the Municipality further agrees that it shall not seek, obtain or enforce punitive damages, including, but not limited to treble damages set forth in New York Highway Law Section 320, for Damages to the Roads, and that Damages successfully remediated pursuant to this Agreement shall not be considered damages subject to the provisions of New York Highway Law Section 320.

7. Captions and Headings.

Captions and headings throughout this agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this agreement nor in any way affect this Agreement.

8. Modifications.

This Agreement cannot be changed orally, but only by agreement in writing signed by the Parties against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

9. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect. The waiver by any party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

10. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

11. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

12. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

13. Counterparts.

This Agreement may be entered in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

14. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

15. Notice.

a. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, or (2) on the first day following delivery via a nationally registered United States overnight courier service.

b. For purposes of this Agreement only, any notices to the parties shall be directed to the parties as set forth below:

For Company:

Williams Field Services Company, LLC
Allan R. Berenbrok, P.E.
Roadway Engineer
Park Place Corporate Center 2
2000 Commerce Drive
Pittsburgh, Pa 15275

For Municipality:

Dan Schofield
Commissioner of Public Works
Broome County
Broome County Office Building
5th Floor
60 Hawley Street
PO Box 1766
Binghamton NY 13902

With a copy to:

Robert Behnke, Esq.
County Attorney
Broome County
Broome County Office Building
6th Floor
60 Hawley Street
PO Box 1766
Binghamton NY 13902

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section 15.

16. Cure.

In the event the Municipality believes a default in the obligations of the Company under this Agreement has occurred), the Municipality shall give the Company written notice of such alleged

default and the Company shall have fifteen days from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such fifteen days the Company need only commence cure activities within such fifteen days and shall have a reasonable amount of time after the expiration of the fifteen day period to cure such alleged default. Notwithstanding anything in this Section 16 to the contrary, the Company shall have a reasonable amount of time to cure an alleged default with regard to its obligations regarding disposal of debris and the blockage of traffic.

17. Term.

The Term of this Agreement shall be from the Effective Date until the Company provides notice of the completion of the New York Loop Midstream Pipeline Construction Activities. The term of the responsibility for repair of Damage will begin on the date of the use of the roads listed in Exhibit A-1 by Company's Heavy Vehicles for travel to active construction sites and end on the date of the cessation of use by Company's Heavy Vehicles for such purposes. Multiple periods of use by Company's Heavy Vehicles may begin and end during the installation of the New York Loop Midstream Pipeline Construction Activities. Company will prepare, notify and update in writing a schedule of time periods of use by Company's Heavy Vehicles. Multiple pre and post use inspections will be necessary. A pre-use inspection of the Roads listed in Exhibit A-1 will record the existing road condition; a post-use inspection within 5 days of the cessation of use by Company's Heavy Vehicles will determine if any Damage has occurred during the specific time period of use by Company's Heavy Vehicles. Should Damage be identified that was not previously identified during the pre-use inspection, appropriate repairs will be completed. Upon completion of the repairs, the Municipality will issue a letter accepting the repairs and release the Company from damages that may occur from normal wear and tear until the next scheduled time period of use by Company's Heavy Vehicles for each Road. Should additional Road Damage not be identified, a letter from the Municipality will release the Company from the responsibility of repair of Road Damages of each of the Roads identified in Exhibit A-1 during the time period of use by Company's Heavy Vehicles. A final post-use road inspection will be conducted upon notice of the completion of construction of the New York Loop Midstream Pipeline Construction Activities to identify Road Damages (as defined in Section 3b) utilizing the following methods: reviewing the latest dated video record, reviewing records of use by Company's Heavy Vehicles during the applicable time periods and by reviewing the various road release dates. Damages (as defined in Section 3b) associated with the time periods of Company's Heavy Vehicle use by Company (not including normal wear and tear) will be repaired as set forth in this Agreement.

IN WITNESS WHEREOF, Company and the Municipality have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

Williams Field Services Company, LLC

County of Broome

By: Allan R. Berenbrok
Name: Allan R. Berenbrok, Road Engineer

By: _____
Name: Title: _____

Date: 15 DEC 15

Date: _____

Exhibit A-1

Broome County Road Haul Road List and Mileage:

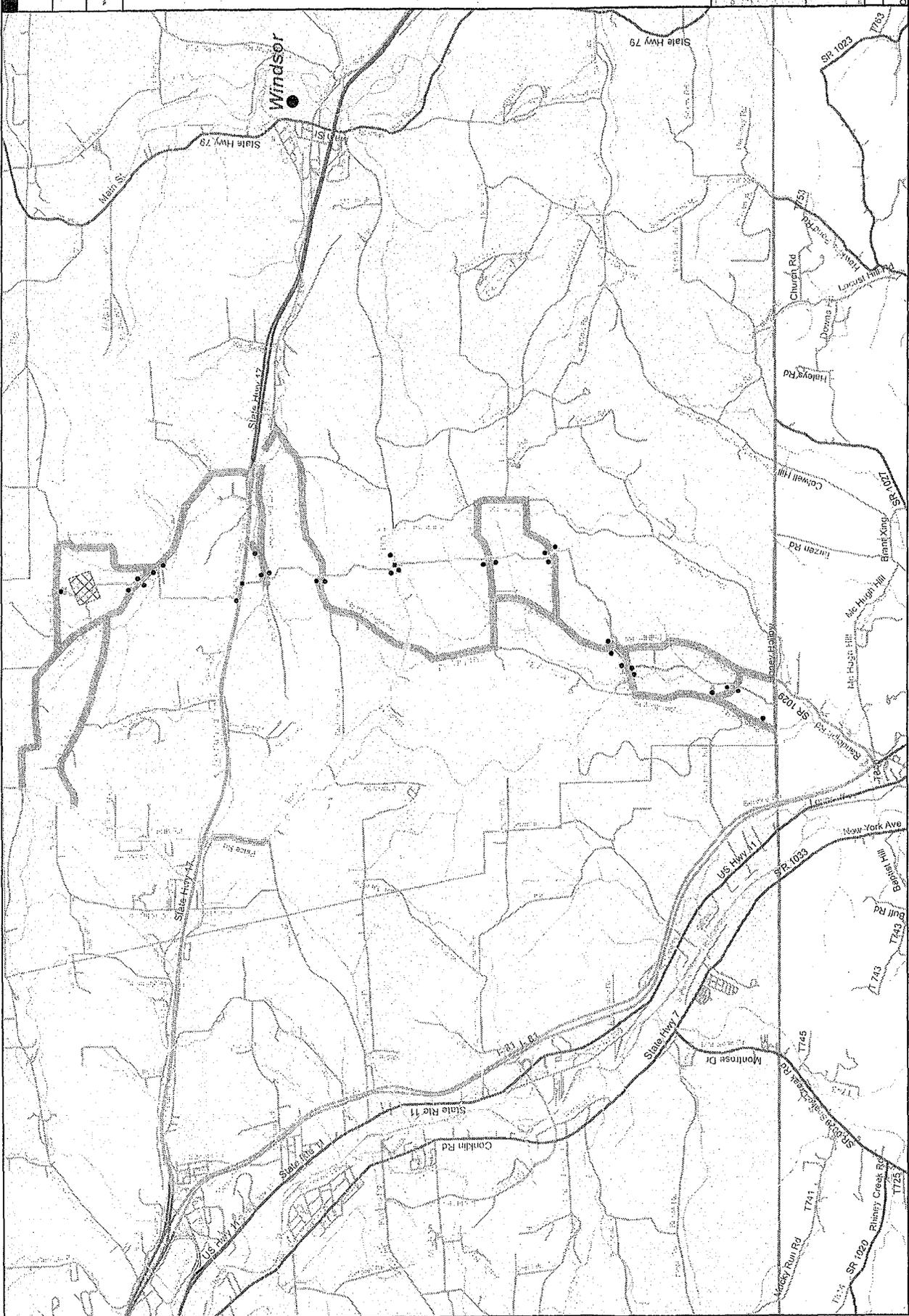
Fox Farm Road	3.6 Miles
Trim Street	3.4 Miles
North Road	2.3 Miles
Kirkwood Conklin Rd	1.0 Miles

The Haul Routes are as shown on Exhibit A – 2

Exhibit A-2

See attached route map

11/15/2011 10:00 AM



WILLIAMS SUBSTATION

 Road Use Agreement

 NY Corp - Travel Map

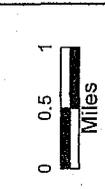
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 Printed in the USA

 Scale: 1:50,000

 Date: 5/29/2014



- Travel Routes**
- State & County Roads
 - Local Roads
 - Full Use Driveway
 - MPT Driveway
 - Bore/HDD Crossing
 - Bore or Open Cut Crossing

- Roads**
- NY State Roads
 - NY Local Roads

Compressor Station



Windsor

 State Hwy 79

 State Hwy 17

 State Hwy 11

 Montrose Dr

 Conklin Rd

 Church Rd

 Halvey Rd

 SR 1023

 SR 1025

 SR 1020

 SR 1022

 SR 1021

 SR 1024

 SR 1026

 SR 1027

 SR 1028

 SR 1029

 SR 1030

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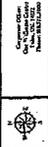
 SR 1199

 SR 1200

Created By: TJB Date: 5/29/2014



WILLIAMS PERIMETER
 Exhibit A-2
 NY Loop Dump Site
 Travel Map



0 500 1,000
 Feet

Legend
 Travel Route



Created By: TJB Date: 12/20/16

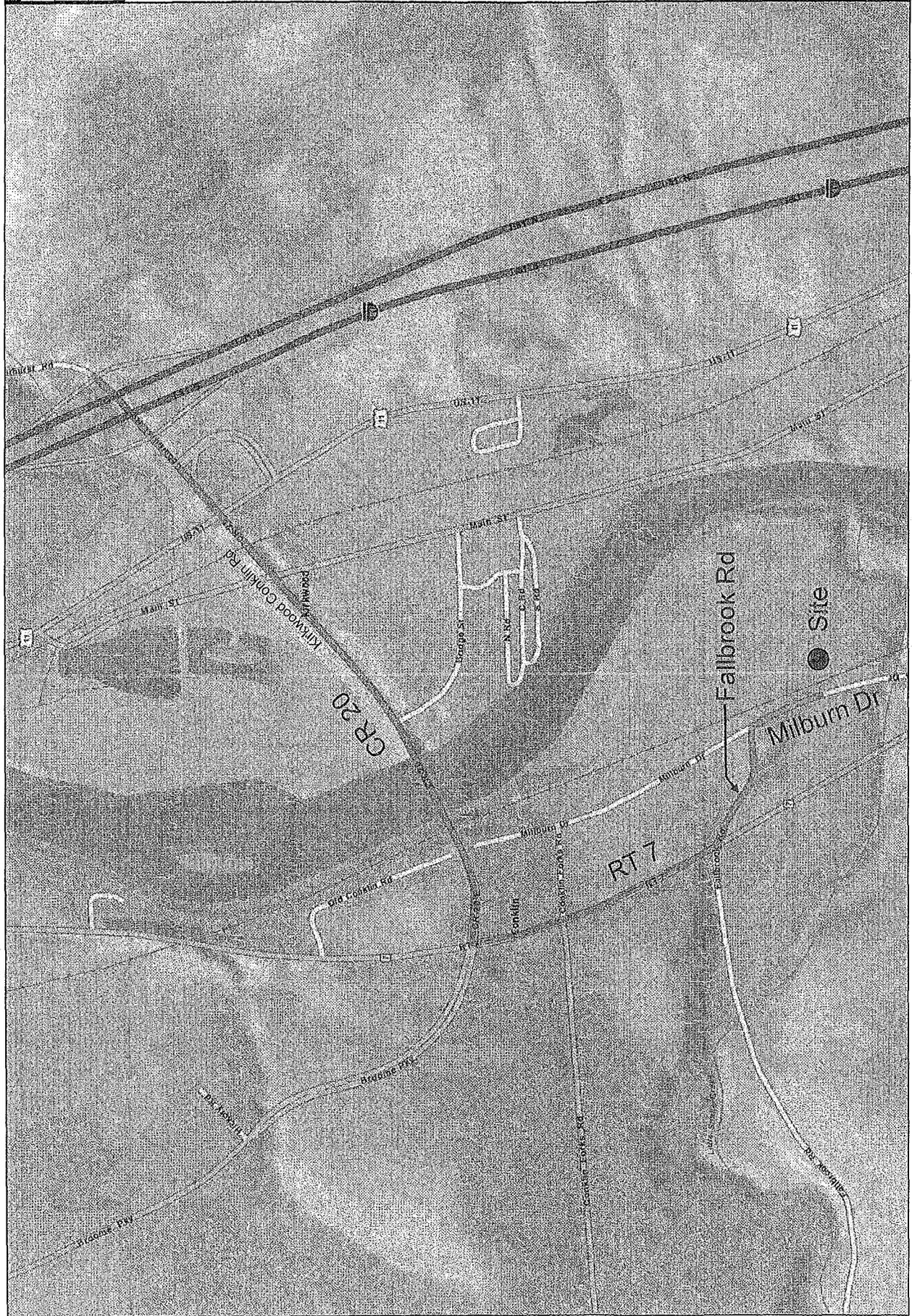


Exhibit B

Repair Techniques

Paved Surface:

Base Repair (hot mix areas)	Surface Repair (Gouges, track marks)	Base Repair (cold mix areas)
Mill four inches in depth to the limits of the repair as field located	Chip seal full lane width in the area of the surface damage	Mill four inches in depth to the limits of the repair as field located
Install two inches of NYSDOT Section 402 19 mm hot mix	NYSDOT hot mix (shim) may be applied in areas of minor depressions at the Town's direction	Install four inches of NYSDOT Section 405 cold mix bituminous pavement, Type 2 and chip seal the surface
Install two inches of NYSDOT 9.5 mm hot mix		Seal surface in accordance with NYSDOT Section 405
Seal edges with NYSDOT joint sealant		

Exception: if base failure area requires excavation and stone, a reasonable field determination will be made for depth and size of the repair. Also, field adjustments for paved surfaces and base may be made upon mutual agreement.

Chip Seal Surface:

Loss of surface material:	Base Repair:(excess rutting or base failure)
Install NYSDOT Section 410 Bituminous Surface Treatment in areas where existing surface material loss is greater than 50%.	Profile the roadway by a full depth reclamation to a depth of 8 inches using a calcium chloride binder.
Spot chip seal repairs will be applied on an as needed basis	Install a NYSDOT double chip seal over the reprofiled area

Exhibit B
Repair Techniques

Scope of repairs will be field inspected and compared to the existing conditions as recorded by road video collected prior to the start of the use of each Road by Company's heavy vehicles. A copy will be provided to the Municipality for use of comparison to the Municipality video should the Municipality choose to prepare its own video record.

Should temperatures or seasonal restrictions apply, the Municipality may elect to waive temperature and seasonal restrictions or delay the repairs until Section 402 and 410 specifications can be met.

Notifications:

1. Company will notify and provide updates to the Municipality of the project schedule and the approximate time periods Company's heavy vehicles will be using the Municipality Roads.
2. Company will request a pre-use inspection of the roads listed in the Road use Agreement by the Municipality representatives and Company representatives for identification of any existing road damage prior to the time period of use by the Company's heavy vehicles.
3. Company will request a post-use inspection of the roads listed in the Road Use Agreement by the Municipality representatives and Company representatives for identification of any new road damage associated with the time period of use by Company's heavy vehicles.

Completion:

Upon completion of the pipeline construction, Company will contact the Municipality to schedule the final inspection of the roads listed in the Road Use Agreement for release of the roads from the Road Use Agreement and or identification of repairs.

Exhibit B
Repair Techniques

Attachment _____

Road Inspection and Release

Where As the Broome County has inspected and approved the necessary repairs on
_____ Road on _____ 20 _____

Broome County hereby releases Company from the Road Use Agreement dated _____
20 _____ from any future road repairs from the following date: _____ 20 _____.

Broome County

Signature

Printed Name

Exhibit C

See attached bond



LICENSE OR PERMIT BOND

Bond 022053141

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Williams Field Services Company, LLC

as Principal, and the Liberty Mutual Insurance Company, a Massachusetts corporation, as Surety, are held and firmly bound unto Broome County Highway Division, 47 Thomas Street, Binghamton, NY 13901, as Obligee,

in the sum of One Million and NO/100 Dollars (\$1,000,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 14th day of December, 2015

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to cover damage to roadways during construction of the NY Loop Project. by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Williams Field Services Company, LLC

Principal

By Sharon Zimly

Liberty Mutual Insurance Company

By Melissa Haddick
Melissa Haddick, Attorney-in-Fact



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7177382

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gina A. Rodriguez; Melissa Haddick; Sandra Parker; Tannis Mattson; Terri L. Morrison

all of the city of Houston, state of TX, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of December, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Williams Field Services Company, LLC a Delaware limited liability company, having its principal place of business at One Williams Center, Tulsa, Oklahoma, hereinafter referred to as the "Company", does hereby make, constitute and appoint TIMOTHY BUCCI, JOSEPH LEE, SHARON QUIMBY and ANN JONES, with the full authority hereinafter provided, the true and lawful "Attorneys-in-Fact" of the Company, authorized and empowered on behalf of the Company and in the Company's name, and for the sole and exclusive benefit of the Company and not on behalf of any other person, corporation or association, in whole or in part, to commit the Company under all surety bonds which are used in the ordinary course of business by the Company, giving and granting, individually, unto said Attorneys-in-Fact full and complete power and authority to bind the Company as fully and to the same extent as if signed by the duly authorized officers of the Company; and all the facts of said Attorneys-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, with the qualification that said authority to act shall terminate on December 31, 2016 and shall be expressly limited for the purpose as herein stated.

IN WITNESS WHEREOF, Williams Field Services Company, LLC has caused its name to be subscribed and its corporate seal to be affixed this 14 day of December, 20 15.

Attest:

Williams Field Services Company, LLC


William H. Gault
Assistant Secretary

BY: 
John R. Dearborn, Jr.
Senior Vice President

CERTIFICATE

I, the undersigned, Assistant Secretary of Williams Field Services Company, LLC, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is in full force and effect on the date of this Certificate, and the Senior Vice President who executed the said Limited Power of Attorney was and is a duly elected officer of Williams Field Services Company, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Williams Field Services Company, LLC to these presents this 14 day of December, 20 15.

[SEAL]




William H. Gault
Assistant Secretary

Intro No. 1

Date 2/18/16

Reviewed by
Co. Attorney [Signature]

Date 1/29/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-34

Date Adopted 2/18/16

Effective Date 2/19/16

Sponsored by: County Administration and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH FORWARD BUSINESS SOLUTIONS FOR DESKTOP SUPPORT SERVICES FOR THE DIVISION OF INFORMATION TECHNOLOGY FOR 2016

WHEREAS, this County Legislature, by Resolution 504 of 2015, authorized an agreement with Forward Business Solutions for desktop support services for the Division of Information Technology, at the rate of \$25 per hour, total cost not to exceed \$52,000 for the period January 1, 2016 through December 31, 2016, and

WHEREAS, said agreement is necessary for Desktop Technicians to provide desktop support for the Division of Information Technology, and

WHEREAS, it is necessary to authorize the amendment of said agreement to increase the not to exceed by \$83,200 to provide for additional computer hardware technicians, and

WHEREAS, the Director of Information Technology has requested authorization for said amendment as approved by the Department of Law, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Forward Business Solutions, 3523 Country Club Road Suite 5, Endwell, New York 13760, to increase the not to exceed by \$83,200 to provide for additional computer hardware technicians, for desktop support services for the Division of Information Technology for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor at the rate of \$25 per hour, total amount not to exceed \$135,200, for the term of the agreement, and be it

FURTHER RESOLVED, that the additional payments hereinabove authorized shall be made from budget line 10020001.6004573.1010 and 35060006.6004573.1010 (Other Fees for Services), and be it

FURTHER RESOLVED, that Resolution 504 of 2015, to the extent consistent herewith, shall remain in full force and effect, and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date Sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 2
Date 2/18/16
Reviewed by L. D. Schindler
Co. Attorney
Date 1/29/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-35
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: County Administration and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH TECHNOLOGY RESOURCES INC., FOR PEOPLESOFT CONSULTANT SERVICES FOR THE DIVISION OF INFORMATION TECHNOLOGY FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 534 of 2014, as amended by the Board of Acquisition and Contract (BAC) on August 26, 2015, authorized an agreement with Technology Resources Inc., for PeopleSoft Consultant services at a cost not to exceed \$492,200, for the period January 1, 2015 through April 30, 2016, and

WHEREAS, said agreement is necessary to assist the County with configuring the database appliance and preparing the environments for the upgrade to the County's financial system, and

WHEREAS, said agreement expires by its terms on April 30, 2016, and it is desired at this time to renew said agreement on substantially similar terms and conditions, for an amount not to exceed \$252,000 for the period May 1, 2016 through April 30, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with Technology Resources Inc., 416 New London Turnpike, Glastonbury, Connecticut 06033 for PeopleSoft Consultant services for the Division of Information Technology for the period May 1, 2016 through April 30, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$252,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 10020001.6004505.1020024 (Contracted Data Processing Services), and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19 2016

Intro No. 3
Date 2/18/16
Reviewed by
Co. Attorney DWS
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-36
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education and Culture Committee

Seconded by: Hon. Stephen J. Flagg

RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

WHEREAS, Debra A. Preston, County Executive, pursuant to the authority vested in her by Resolution 277 of 1971, Resolution 64 of 1973, Resolution 366 of 1976 and Resolution 341 of 1980 has duly designated and appointed the following named individuals to membership on the Broome County Environmental Management Council, for the term indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Shannon O'Connor 187 Massachusetts Avenue Johnson City, NY 13790	12/31/2017 Re-appointment
Dylan Horvath 71 Bernice Street Johnson City, NY 13790	12/31/2017 Re-appointment
Karen Ciatyk 147 Glenwood Avenue Binghamton, NY 13905	12/31/2017 Re-appointment
Chris Burger 110 Walters Road Whitney Point, NY 13862	21/31/2017 Re-appointment
Lawrence Lepak 1023 Gabriella Avenue Endicott, NY 13760	12/31/2015 New Appointment
Ian Jensen 5 Pine Street Binghamton, NY 13901	12/31/2015 New Appointment

and

WHEREAS, it is desired at this time to confirm said appointments, now, therefore, be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 277 of 1971, Resolution 64 of 1973, Resolution 366 of 1976 and Resolution 341 of 1980, hereby confirms the appointment of the above-named individuals to membership on the Broome County Environmental Management Council for the term indicated, in accordance with their appointment by the County Executive.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Debra Preston
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. H
Date 2/18/16
Reviewed by 1-27-2016
Co. Attorney [Signature]
Date [Signature]

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-37
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE DISABILITY RESOURCE COORDINATOR PROGRAM GRANT FOR THE OFFICE OF EMPLOYMENT AND TRAINING, AND ADOPTING A PROGRAM BUDGET FOR 2016

WHEREAS, this County Legislature, by Resolution 78 of 2015, authorized and approved a Disability Resource Coordinator Program Grant for the Office of Employment and Training and adopt a program budget in the amount of \$84,150 for the period January 1, 2015 through December 31, 2015, and

WHEREAS, said program grant will provide funds for a Disability Resource Coordinator that will provide resources to assist job seeking disable individuals find employment, and

WHEREAS, it is desired to renew said program grant in the amount of \$84,150 for the period January 1, 2016 through December 31, 2016, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$84,150 from the Research Foundation for Mental Hygiene, Inc., 150 Broadway, Suite 301, Menands, New York 12204, for the Office of Employment and Training's Disability Resource Coordinator Program for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$84,150, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

OFFICE OF EMPLOYMENT & TRAINING
Disability Resource Coordinator Grant 2016

1/1/16-12/31/16

PROJECT 3310189

APPROPRIATIONS		Budget
6001000	Full time Salaries	52,691.77
6004160	Mileage -Local	900.00
6008001	State Retirement	10,608.04
6008002	Social Security	4,160.97
6008004	Worker's Compensation	
6008006	Life Insurance	13.75
6008007	Health Insurance	15,775.47
TOTAL GRANT APPROPRIATIONS		84,150.00
5000808	State Revenue	\$ 84,150.00

EXHIBIT A:
OFFICE OF EMPLOYMENT & TRAINING
GRANT PERIOD 1/1/16-12/31/16

SUMMARY OF PERSONAL SERVICES POSITIONS

Title of Position:	Grade	Actual 2015	Requested 2016
Full-Time			
Associate Employment & Training Coordinator	18 BAPA	1	1
TOTAL POSITIONS		1	1

Intro No. 5
Date 2/18/16
Reviewed by
Co. Attorney CDS
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-38
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AN AGREEMENT WITH TETRA TECH, INC. FOR PROFESSIONAL SERVICES FOR THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT FOR 2016

WHEREAS, RFQ-2015-058 Regional Shelter Feasibility Initiative was advertised, and

WHEREAS, as a result of said RFQ, the Director of Planning requests authorization for an agreement with Tetra Tech, Inc. for professional services for the Department of Planning and Economic Development at a cost not to exceed \$48,900, for the period January 1, 2016 through December 31, 2016, and

WHEREAS, said services are necessary to perform a feasibility study of utilizing the Binghamton (Hillcrest) Depot for use as a regional shelter, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Tetra Tech, Inc., P.O. Box 901642, Denver, Colorado 80291-1642, for professional services for the Department of Planning and Economic Development, for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$48,900 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 37000007.6004255.3710085, and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 6
Date 2/18/16
Reviewed by
Co. Attorney CDS
Date 1/28/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-39
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Public Works & Transportation, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE BINGHAMTON METROPOLITAN TRANSPORTATION STUDY (BMTS) GRANT AND ADOPTING A PROGRAM BUDGET FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 44 of 2015, authorized and approved renewal of the Binghamton Metropolitan Transportation Study (BMTS) Grant and adopted a program budget in the amount of \$721,820 for the period April 1, 2015 through March 31, 2016, and

WHEREAS, it is desired to renew said grant program in the amount of \$730,349 for the period April 1, 2016 through March 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of Federal Highway Administration Grants in the amount of \$517,194 and Federal Transit Administration Grants in the amount of \$172,539 for the Binghamton Metropolitan Transportation Study (BMTS) Grant for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$730,349, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of the Office of Management and Budget and/or the Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19 2016

[Signature]
Clerk, County Legislature
County of Broome

BINGHAMTON METROPOLITAN TRANSPORTATION STUDY
04/01/16 -3/31/17

	APPROPRIATIONS	2015/2016 BUDGET ADOPTED AND AMENDED	2016/2017 BUDGET PROPOSED	CHANGE YEAR TO-YEAR
CHARACTER 10: PERSONAL SERVICES				
6001000	Regular Full-Time	333,010	311,508	-6.46%
6001001	Regular Part-Time	12,665	13,301	5.02%
6001002	Temporary	16,175	16,228	0.33%
	TOTAL PERSONAL SERVICES >>>>	361,850	341,037	-5.75%
CHARACTER 40: CONTRACTUAL EXPENSES				
6002401	Office Furniture	3000	3,000	0.00%
6004010	Books and Subscriptions	600	600	0.00%
6004011	Duplicating & Printing	400	4,500	1025.00%
6004012	Office Supplies	1,000	2,000	100.00%
6004046	Gasoline	150	150	0.00%
6004055	Computer Software	4,000	5,500	37.50%
6004056	Computer Hardware	5,000	5,000	0.00%
6004192	Software Maintenance	3,000	4,000	33.33%
6004100	Postage & Freight	200	200	0.00%
6004105	Dues and Memberships	2,000	2,000	0.00%
6004105	Dues and Memberships AMPO (1)	39,870	39,870	0.00%
6004106	General Office Expenses	1,500	1,500	0.00%
6004137	Advertising and Promotional Expense	2,500	2,500	0.00%
6004160	Mileage/Local Travel	2,500	2,500	0.00%
6004161	Travel	9,000	9,366	4.07%
6004162	Education and Training	5,000	5,000	0.00%
6004165	Advisory Boards	300	300	0.00%
6004169	Travel - taxable meals	250	250	0.00%
6004196	Copy Machine Leases	1,800	1,800	0.00%
6004573	Professional Service Contracts	50,000	75,000	50.00%
6004601	Indirect Costs	39,885	26,386	-33.84%
6004602	Car Insurance	250	250	0.00%
6004606	Telephone Billing Account	2,100	2,500	19.05%
6004609	Data Processing	11,765	13,200	12.20%
6004614	Graphic Technician Services	250	250	0.00%
6004615	Gasoline Chargeback	500	500	0.00%
6004616	Fleet Service Chargeback	1,200	1,200	0.00%
6004617	Printing	200	5,000	2400.00%
6004618	Mail- Postage	500	1,500	200.00%
6004621	Building Rent Chargeback	11,250	11,250	0.00%
	TOTAL CONTRACTUAL EXPENSE >>>>	\$199,970	\$227,072	13.55%
CHARACTER 80: EMPLOYEE BENEFITS				
6008001	NYS Employee Retirement	60,005	44,258	-26.24%
6008002	FICA	27,685	26,089	-5.76%
6008004	Workmens Compensation	7,235	6,821	-5.72%
6008006	Life Insurance	100	90	-10.00%
6008007	Health Insurance	45,465	59,247	30.31%
6008009	Retiree Health Insurance	19,065	25,260	32.49%
6008010	Disability Insurance	445	475	6.74%
	TOTAL FRINGE BENEFITS >>>>	\$160,000	\$162,240	1.40%
	TOTAL PROGRAM EXPENSE LESS STATEWIDE PASS-THROUGH	\$681,950	\$690,479	1.25%
	TOTAL PROGRAM EXPENSE >	\$721,820	\$730,349	1.18%
	(1) BMTS will pay statewide dues for the Association of Metropolitan Planning Organizations. This is pass-through, 100% Federal reimbursement (FHWA-PL)			

BINGHAMTON METROPOLITAN TRANSPORTATION STUDY

04/01/2016 - 03/31/17

	REVENUE	2015/2016 ADOPTED AND AMENDED BUDGET	2016/2017 PROPOSED BUDGET		
CHARACTER 09: FEDERAL AID					
5000917	FHWA - PL Grant	518,979	477,324		
5000917	FHWA - PL Grant SCI Pass through	39,870	39,870		
5000918	FTA - Sec.5303 Grant NY-08-X023	5,000	0		
5000918	FTA - Sec.5303 Grant NY-08-X024	40,000	25,000		
5000918	FTA - Sec.5303 Grant NY-08-X025	77,856	70,000		
5000918	FTA - Sec.5303 Grant NY-08-X026		77,539		
	TOTAL CHARACTER >>>>>	\$681,705	\$689,733		
5000602	Local Inkind Contribution	\$40,115	\$40,616		
	TOTAL PROGRAM REVENUE >	\$721,820	\$730,349		
FTA Grants 24 and 25 reflect projected funding remaining in the grants from 2015-2016 .					

BINGHAMTON METROPOLITAN TRANSPORTATION STUDY**SUMMARY OF PERSONAL SERVICE POSITIONS**

FULL-TIME POSITIONS			
<u>Title of Position</u>	<u>Grade/Unit</u>	<u>Authorized 2015/2016</u>	<u>Requested 2016/2017</u>
Director of Transportation Planning	25/BAPA	1	1
Traffic Engineer	23/CSEA	1	1
Transportation Analyst	23/CSEA	1	1
Senior Transportation Planner	21/CSEA	2	2
TOTAL FULL-TIME POSITIONS		5	5
PART-TIME POSITIONS			
Account Clerk/Typist	7/CSEA	1	1
TOTAL PART-TIME POSITIONS		1	1

**BINGHAMTON METROPOLITAN TRANSPORTATION STUDY
SUMMARY OF TEMPORARY POSITIONS**

TITLE OF POSITION	AUTHORIZED 2015/2016		REQUESTED 2016/2017		TOTAL HOURS	HOURLY WAGE	TOTAL COST
	POSITIONS	FTE's	POSITIONS	FTE's			
TRAFFIC COUNTER (Seasonal 15 weeks)	2	.56	2	.56	1125	\$9.50	\$10,688
PLANNING INTERN (Full time, 15 weeks)	1	0.28	1	0.28	562.5	\$9.85	\$5,541

Intro No. 7
Date 2/18/16
Reviewed by
Co. Attorney CDS
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-40
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture and Finance Committees

Seconded by: Hon. Matthew J. Pasquale

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GREATER BINGHAMTON CONVENTION & VISITORS BUREAU FOR FUNDING FROM THE MARKETING AND ECONOMIC DEVELOPMENT ALLOCATION OF THE OCCUPANCY TAX FOR 2016

WHEREAS, the Commissioner of Planning and Economic Development requests authorization for an agreement with the Greater Binghamton Convention & Visitors Bureau for funding in the amount not to exceed \$125,189 from the Marketing and Economic Development allocation of the occupancy tax for the period January 1, 2016 through December 31, 2016 and

WHEREAS, said funding will be used to assist with expenses associated with tourism and promotion conducted by the Convention & Visitors Bureau and support a local match for the "I Love NY" grant from New York State, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the Greater Binghamton Convention & Visitors Bureau, 49 Court Street, 2nd Floor, P.O. Box 995, Binghamton, New York 13902-0995, for funding from the Marketing and Economic Development allocation of the occupancy tax for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that in consideration of said agreement, the County shall pay the Contractor an amount not to exceed \$125,189 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 90000099.6005026 (Marketing & Economic Development), and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No. 8
Date 2/18/16
Reviewed by Co. Attorney CDS
Date 2/11/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-41
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture Committee

Seconded by: Hon. Stephen J. Flagg

RESOLUTION TO DESIGNATE THE BROOME COUNTY LEGISLATURE AS LEAD AGENCY, CONDUCT A COORDINATED REVIEW UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND RENDER A "NEGATIVE DECLARATION" WITH RESPECT THERETO

WHEREAS, as approved by Resolution 6 of 2016, it is necessary for the County to undertake a Forest View Mobile Home Park Waste Water Facility Replacement Project, and

WHEREAS, it has been determined that such Project is subject to the requirements of the State Environmental Quality Review Act, and it is therefore necessary to initiate procedures with respect thereto, and

WHEREAS, this County Legislature has determined that it is the agency with the broadest governmental powers for investigation of the impact of the proposed action and has the greatest capability for providing the most thorough environmental assessment of the project, and

WHEREAS, this County Legislature, the New York State Office of Community Renewal (NYSOCR), and the New York State Department of Environmental Conservation (NYSDEC) are the involved agencies, as defined in the State Environmental Quality Review Act, reviewing the aforementioned project, and

WHEREAS, the NYSOCR and NYSDEC have declined to be lead agency for the Project, and

WHEREAS, said Project may have an impact on the environment, now, therefore, be it

RESOLVED, that this County Legislature hereby declares its intention to seek lead agency status with respect to the environmental review of the Forest View Mobile Home Park Waste Water Facility Replacement Project, and be it

FURTHER RESOLVED, that this County Legislature, based on the Environmental Assessment Form annexed hereto as Exhibit "A", hereby determines and declares that the Forest View Mobile Home Park Waste Water Facility Replacement Project will not have a significant adverse impact on the environment, and be it

FURTHER RESOLVED, that this County Legislature hereby adopts the "Negative Declaration" annexed hereto as Exhibit "B".

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Exhibit A

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Broome County			
Name of Action or Project: Forest View Wastewater Facilities Replacement, NYS CDBG Project# 135PR88-15			
Project Location (describe, and attach a location map): 326 Brown Road, Town of Windsor, Broome County, NY, 13865			
Brief Description of Proposed Action: The project includes the replacement of a deficient wastewater treatment facility that will service the existing mobile-home community. The project activities include the final design, clearing and grubbing of the proposed project area, and the construction of a raised mound sewage system with a pump station and force main.			
Name of Applicant or Sponsor: Stephanie Brewer, Broome County Dept. of Planning and Economic Development		Telephone: 607-778-2390	
		E-Mail: sbrewer@co.broome.ny.us	
Address: 60 Hawley Street, 5th Floor			
City/PO: Binghamton, PO Box 1766		State: NY	Zip Code: 13902-1766
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: New York State Department of Environmental Conservation - SPDES Permit Town of Windsor - Construction Permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		23.5 acres	
b. Total acreage to be physically disturbed?		0.7 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		23.5 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Vacant			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Action will not exceed state energy code requirements.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: There is a 0.1-acre freshwater pond on the eastern edge of the mobile home park community. The proposed action will take place on the opposite end of the community, more than 500 feet away from the existing wetland/waterbody. The action will not alter the pond in any way.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Stephanje Brewer, Broome County

Date: 1/19/2016

Signature: Stephan Brewer

Project:

Date:

*Short Environmental Assessment Form
Part 2 - Impact Assessment*

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: _____
 Date: _____

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Using information from Part 1 of the Short Form, Broome County answered questions 1 through 12 on Part 2. It was then determined there would be no significant adverse impacts for the environmental resources evaluated on both Parts 1 and 2. Since there are no environmental resources adversely affected by the activities and facilities proposed in the project, further evaluation of resources and an Environment Impact Statement are not required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Broome County

Name of Lead Agency _____ Date _____

Print or Type Name of Responsible Officer in Lead Agency _____ Title of Responsible Officer _____

Signature of Responsible Officer in Lead Agency _____ Signature of Preparer (if different from Responsible Officer) *Stephan Brewer*

PRINT FORM

State Environmental Quality Review
NEGATIVE DECLARATION
 Notice of Determination of Non-Significance

Project Number

Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Broome County Government as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Forest View Mobile Home Park Wastewater Facilities Replacement

SEQR Status: Type 1
 Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

Public funds are being used for the replacement of a deficient wastewater treatment facility that will service the existing mobile home community. The project activities include the final design, clearing and grubbing of the proposed project area, and the construction/ operation of a raised mound sewage system with a pump station and force main. The project will affect less than 1 acre of land on the western edge of the community; this area had previously been prepared for additional mobile home units.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

326 Brown Road, Town of Windsor, Broome County, NY 13865

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

A Short Environmental Assessment Form was prepared examining a number of potential impacts the project may pose on the environment. After review, the Broome County determined the activities and facilities included in this project, will not result in any significant adverse environmental impacts.

Broome County cites the following reasons supporting the Negative Declaration:

The project will maintain the current capacity and utilize existing sewer connection and water supply.

There will be no adverse impacts to the surface water or groundwater as a result of this project. The wetland area identified in the EAF Mapping Tool is located more than 500 feet from the project site and it will not be altered. The final design will include measures for stormwater control and soil erosion. The project will result in a raised mound system, discharging to groundwater; the system will be in compliance with the NYSDEC standards and requirements associated with the State Pollution Discharge Elimination System (SPDES) permit.

The EAF Mapping Tool identified no threatened or endangered species or habitats will be affected by the activities and facilities proposed for the project.

Broome County determined there would be no impact on all other evaluated environmental features referenced in Parts 1 and 2 of the Short Form.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

For Further Information:

Contact Person: Stephanie Brewer

Address: 60 Hawley Street, 5th Floor, PO Box 1766, Binghamton NY, 13901

Telephone Number: 607-778-2390

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer , Town / City / Village of

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

Intro No. 9
Date 2/18/16
Reviewed by Red
Co. Attorney
Date 2/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-42
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance and Personnel Committees

Seconded by: Hon. Jason E. Shaw

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH THE HARTFORD LIFE INSURANCE COMPANY FOR FINANCIAL AND TRUSTEE SERVICES FOR THE OFFICE OF RISK AND INSURANCE'S DEFERRED COMPENSATION PLAN FOR EMPLOYEES OF BROOME COUNTY FOR 2011-2015

WHEREAS, this County Legislature, by Resolution 609 of 2010, authorized an agreement with The Hartford Life Insurance Company for financial and trustee services for the Office of Risk and Insurance's Deferred Compensation Plan for the period January 1, 2011 through December 31, 2015, at no cost to the County, and

WHEREAS, it is necessary to authorize the amendment of said agreement to amend the period to January 1, 2011 through December 31, 2016, under the same terms and conditions, and

WHEREAS, the Risk Manager has requested authorization for said amendment as approved by the Department of Law, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with The Hartford Life Insurance Company, 200 Hopmeadow Street, Simsbury, Connecticut 06089 to amend the period to January 1, 2011 through December 31, 2016, at no cost to the County, and be it

FURTHER RESOLVED, that Resolution 609 of 2010, to the extent consistent herewith, shall remain in full force and effect, and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Robert Presta
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 10
Date 2/18/16
Reviewed by
Co. Attorney NA
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-43
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING THE ADJUSTMENT OF DELINQUENT TAXES FOR A PARCEL IN THE TOWN OF LISLE

WHEREAS, the Director of Real Property Tax Service is requesting authorization for the Director of the Office of Management and Budget to execute any and all adjustments to tax bills, tax records and property records in accordance with all applicable laws for the property listed below, now, therefore, be it

RESOLVED, that this County Legislature hereby approves authorization for the Director of the Office of Management and Budget to execute any and all adjustments to tax bills, tax records and property records on the properties as follows:

Parcel Tax Map #:	2011.01-1-15
Town:	Lisle
Owner:	Cindy Milesky, 682 Hunts Comers Road
Reason:	Assessment was reduced from \$253,300 to \$203,700
<u>Correct Tax</u>	<u>Incorrect Tax</u>
\$6,725.21	\$11,253.12

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Robert Preston
County Executive

Date 2/19 2016

[Signature]
Clerk, County Legislature
County of Broome.

Intro No. 11
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-44
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION 2015-526 AUTHORIZING THE SALE OF COUNTY-OWNED PROPERTIES FROM THE 2015 TAX SALE AUCTION

WHEREAS, this County Legislature, by Resolution 526 of 2015, authorized the sale of County-owned properties from the 2015 tax sale auction, and

WHEREAS, it is necessary to authorize the amendment of Exhibit "A" to reflect the purchaser as Binghamton Property & Storage LLC for 2 Tichner Place, Tax Map No. 160.23-2-25, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the amendment of Exhibit "A" of Resolution 1526 of 2015 to reflect the purchaser as Binghamton Property & Storage LLC for 2 Tichner Place, Tax Map No. 160.23-2-25, and be it

FURTHER RESOLVED, that Resolution 526 of 2015, to the extent consistent herewith, shall remain in full force and effect, and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No. 12
Date 2/18/16
Reviewed by
Co. Attorney lms
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-45
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION APPROVING THE SALE OF 2013 IN REM FORECLOSURE PROPERTIES TO THE FORMER OWNERS

WHEREAS, the County of Broome now owns certain parcels of real property by virtue of the completion of proceedings and foreclosure in rem for year 2013, and

WHEREAS, this County Legislature has heretofore authorized the Director of Real Property Tax Service to sell such properties in conformity with procedures established by this Legislature and in accordance with all applicable laws, and

WHEREAS, the Director of Real Property Tax Service advises that the former owners of certain properties have requested to have the property sold back to them, and the Director of Real Property Tax Service recommends that such requests be granted based on the unusual circumstances of each such case as reviewed, now, therefore, be it

RESOLVED, that the sale back to former owners of the parcels listed on Exhibit "A" for the amounts stated is hereby approved by this County Legislature based on the unusual circumstances of each such case, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby authorized to execute quit claim deeds, approved as to form by the Department of Law, conveying the properties listed above to the former owners in each such case, together with other such documents as may be necessary to implement the intent of this Resolution.

COUNTY OF BROOME)
STATE OF NEW YORK) ss.

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016
Approved Robert R. Presto
County Executive
Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Prepared by:
Chloe A. Riley-Haner

City Sellbacks plus others
2013 In-rem Plus accrued interest penalties

Exhibit A

Owner		City	Address	Tax map	Lot	Cls	Base tax
<u>Elvisa Fafulovic</u>	<u>13-176</u>	<u>C-Binghamton</u>	<u>232 Oak St</u>	<u>144.72-2-14</u>	<u>50*140</u>	<u>210</u>	<u>\$ 4,860.00</u>
232 Oak St. Binghamton NY 13905							
<u>Brett L. White</u>	<u>13-442</u>	<u>C-Binghamton</u>	<u>6 Florence St</u>	<u>160.21-3-19</u>	<u>54*110</u>	<u>411</u>	<u>\$ 17,450.00</u>
473 Park Ave. Binghamton NY 13903							
<u>Fedime Oksas</u>	<u>13-613</u>	<u>C-Binghamton</u>	<u>10 Fayette St</u>	<u>160.42-3-32</u>	<u>56*136</u>	<u>411</u>	<u>\$ 2,160.00</u>
10 Fayette St. Apt. 5 Binghamton NY 13901							

Intro No. 13
Date 2/18/16
Reviewed by
Co. Attorney RGA
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-46
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING THE CORRECTION OF ERRORS ON 2016 TOWN AND COUNTY TAX BILLS IN THE TOWNS OF BARKER, BINGHAMTON, CHENANGO, COLESVILLE, CONKLIN, DICKINSON, FENTON, LISLE, TRIANGLE, UNION, VESTAL AND WINDSOR

WHEREAS, applications for Correction of Errors on Tax Rolls for Towns of Barker, Binghamton, Chenango, Colesville, Conklin, Dickinson, Fenton, Lisle, Triangle, Union, Vestal and Windsor have been duly filed with the Director of Real Property Tax Service for the County of Broome, and

WHEREAS, the Director of Real Property Tax Service is requesting authorization for the Director of the Office of Management and Budget to execute and any all adjustments to tax bills, tax records and property records in accordance with all applicable laws for the properties listed on Exhibit "A", now, therefore, be it

RESOLVED, that this County Legislature hereby approves authorization for the Director of the Office of Management and Budget to execute any and all adjustments to tax bills, tax records and property records on the properties listed on Exhibit "A".

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved *Robert Presto*
County Executive

Carly
Clerk, County Legislature
County of Broome

Date 2/19 2016

Exhibit A

2016 TOWN AND COUTNY TAX CORRECTIONS

TOWN OF BARKER

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
049.08-1-12 Mann School did not process correction during collection period - need to correct school re-levy and waive pen & int	County Services Town Hwy Ambulance Fire School re-levy	\$ 369.63 \$ 50.46 \$ 12.56 \$ 91.15 \$ 1,257.58	\$ 369.63 \$ 50.46 \$ 12.56 \$ 91.15 \$ 497.26
	<u>Total</u>	\$ 1,781.38	\$1,021.06

Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF BINGHAMTON

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
176.19-2-40	County Services	\$ 476.89	\$ 476.89
Wilson-Wright	Town	\$ 75.43	\$ 75.43
School did not	Town Hwy	\$ 94.75	\$ 94.75
process correction	Fire	\$ 36.11	\$ 36.11
during collection	Sewer	\$ 162.88	\$ 162.88
period - need to	School Re-levy	\$ 1,043.04	\$ 83.69
correct school			
re-levy and waive	Total	\$ 1,889.10	\$ 929.75
pen & int			

Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF CHENANGO

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
078.14-1-1	County Services	\$ 995.90	\$ 995.90
Klaczany	Town	\$ 38.13	\$ 38.13
School did not	Town Hwy	\$ 153.77	\$ 153.77
process correction	School Re-levy	\$ 2,947.71	\$ 2,079.85
during collection	Fire	\$ 187.80	\$ 187.80
period - need to	Compost	\$ 4.85	\$ 4.85
correct school			
re-levy and waive	Total	\$ 4,328.16	\$ 3,460.30
pen & int			
095.15-1-12	County Services	\$ 2,634.97	\$ 2,634.97
Bishop	Town	\$ 100.88	\$ 100.88
School did not	Town Hwy	\$ 406.84	\$ 406.84
process correction	Fire	\$ 248.44	\$ 248.44
during collection	Sewer	\$ 704.74	\$ 704.74
period - need to	Compost	\$ 4.85	\$ 4.85
correct school	Water	\$ 853.40	\$ 853.40
re-levy and waive	School Re-levy	\$ 8,964.66	\$ 7,553.91
pen & int			
	Total	\$ 13,918.78	\$ 12,508.03
112.21-1-24.1	County Services	\$ 557.62	\$ 473.98 *
Neil	Town	\$ 21.35	\$ 18.15
15% aged	Town Hwy	\$ 86.10	\$ 73.18
exempt. not	Compost	\$ 3.88	\$ 3.88
applied	Fire	\$ 60.94	\$ 60.94
	Light	\$ 23.89	\$ 23.89
	Water	\$ 2.37	\$ 2.37
	Total	\$ 756.15	\$ 656.39

Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF COLESVILLE

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
118.03-1-6	County Services	\$ 90.29	\$ 90.29
County of Broome	Town	\$ 32.93	\$ 32.93
This is an auction	Fire	\$ 24.27	\$ 24.27
property - new	School Re-levy	\$ 191.12	\$ -
owner not liable			
for school re-levy	<u>Total</u>	\$ 338.61	\$ 147.49

Part of Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF DICKINSON

Tax Map Number
Name & Error

Incorrect Tax

Correct Tax

143.51-1-22	County	\$ 356.88	\$ 356.88
County of Broome	Town	\$ 74.51	\$ 74.51
This is an auction	Garbage	\$ 224.40	\$ 224.40
property - new	Fire	\$ 104.71	\$ 104.71
owner not liable	Light	\$ 2.48	\$ 2.48
for school re-levy	School Re-levy	\$ 1,286.29	\$ -
	Ret Water	\$ 110.00	\$ -
	Ret Sewer	\$ 66.00	\$ -
	Total	\$ 2,225.27	\$ 762.98

Part of Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF FENTON

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
113.10-1-16	County Services	\$ -	\$ -
First Baptist Church	Town Hwy	\$ -	\$ -
of Port Crane	Fire	\$ 20.59	\$ -
Parcel is wholly	Light	\$ 7.75	\$ -
exempt - need to	Total	\$ 28.34	\$ -
cancel taxes			
129.06-1-23	County Services	\$ 267.39	\$ 267.39
County of Broome	Town Hwy	\$ 50.64	\$ 50.64
This is an auction	Fire	\$ 45.43	\$ 45.43
property - new	Light	\$ 8.99	\$ 8.99
owner not liable	School Re-levy	\$ 1,080.71	\$ -
for school re-levy	Total	\$ 1,453.16	\$ 372.45

Part of Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

		TOWN	OF	LISLE		
Tax Map Number Name & Error					Incorrect Tax	Correct Tax
019.03-1-15.2	County Services				\$ 605.43	\$ 605.43
Head/Pearson	Town				\$ 124.89	\$ 124.89
Check returned	Hwy				\$ 330.38	\$ 330.38
after re-levies	Ambulance				\$ 36.00	\$ 36.00
were submitted	Fire				\$ 167.23	\$ 167.23
for T&C bills - need	School Re-levy				\$ -	\$ 1,091.31
to add school						
re-levy	<u>Total</u>				\$ 1,263.93	\$ 2,355.24
006.00-1-25.1	County Service				\$ 904.07	\$ 904.07
Hugaboom	Town				\$ 204.79	\$ 204.79
Stumpage penalty	Hwy				\$ 541.76	\$ 541.76
added to bill -	Stumpage Penalty				\$ 3,248.67	\$ -
taxpayer paid	Fire				\$ 170.96	\$ 170.96
OMB	Ambulance				\$ 53.92	\$ 53.92
	<u>Total</u>				\$ 5,124.17	\$ 1,875.50
006.00-1-33.1	County Service				\$ 473.07	\$ 473.07
Hugaboom	Town				\$ 97.59	\$ 97.59
Stumpage penalty	Hwy				\$ 258.16	\$ 258.16
added to bill -	Stumpage Penalty				\$ 872.45	\$ -
taxpayer paid	Fire				\$ 314.93	\$ 314.93
OMB	Ambulance				\$ 99.33	\$ 99.33
	<u>Total</u>				\$ 2,115.53	\$ 1,243.08

Part of Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF TRIANGLE

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
021.00-1-22	County Services	\$ 135.28	\$ 135.28
County of Broome	Town	\$ 28.05	\$ 28.05
This is an auction	Hwy	\$ 13.95	\$ 13.95
property - new	Ambulance	\$ 5.68	\$ 5.68
owner not liable	Fire	\$ 20.55	\$ 20.55
for school re-levy	School Re-levy	\$ 378.75	\$ -
	Total	\$ 582.26	\$ 203.51
008.00-1-20	County Services	\$ 501.93	\$ 501.93
County of Broome	Town	\$ 104.09	\$ 104.09
This is an auction	Hwy	\$ 51.75	\$ 51.75
property - new	Ambulance	\$ 21.07	\$ 21.07
owner not liable	Fire	\$ 76.25	\$ 76.25
for school re-levy	School Re-levy	\$ 1,405.32	\$ -
	Total	\$ 2,160.41	\$ 755.09

Part of Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF UNION

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
157.07-4-36	County Services	\$ 662.79	\$ 662.79
County of Broome	Town	\$ 105.13	\$ 105.13
This is an auction	Code Enforcement	\$ 50.00	\$ 50.00
property - new	Library	\$ 52.32	\$ 52.32
owner not liable	Ambulance	\$ 8.00	\$ 8.00
for school re-levy	School Re-levy	\$ 2,561.68	\$ -
	Total	\$ 3,439.92	\$ 878.24
143.57-1-3	County Services	\$ 697.67	\$ 697.67
County of Broome	Town	\$ 110.66	\$ 110.66
This is an auction	Library	\$ 55.07	\$ 55.07
property - new	Ambulance	\$ 8.42	\$ 8.42
owner not liable	School Re-levy	\$ 2,496.37	\$ -
for school re-levy			
	Total	\$ 3,368.19	\$ 871.82
143.72-3-36	County Services	\$ 558.14	\$ 558.14
County of Broome	Town	\$ 88.53	\$ 88.53
This is an auction	Library	\$ 44.06	\$ 44.06
property - new	Ambulance	\$ 6.73	\$ 6.73
owner not liable	School Re-levy	\$ 1,997.10	\$ -
for school re-levy			
	Total	\$ 2,694.56	\$ 697.46
157.07-2-22	County Services	\$ 610.46	\$ 610.46
County of Broome	Town	\$ 96.83	\$ 96.83
This is an auction	Library	\$ 48.19	\$ 48.19
property - new	Ambulance	\$ 7.37	\$ 7.37
owner not liable	Part Town Out	\$ 43.92	\$ 43.92
for school re-levy	Hwy Out	\$ 122.08	\$ 122.08
	Fire	\$ 98.24	\$ 98.24
	Parks	\$ 61.82	\$ 61.82
	School Re-levy	\$ 2,462.58	\$ -
	Total	\$ 3,551.49	\$ 1,088.91

Tax Map Number

Tax Map Number	Name & Error	Incorrect Tax	Correct Tax
157.11-2-29	County Services	\$ 680.23	\$ 680.23
Bricker	Town	\$ 107.90	\$ 107.90
This is an auction	Code Enforcement	\$ 475.00	\$ -
property - new	Library	\$ 53.69	\$ 53.69
owner not liable	Ambulance	\$ 8.21	\$ 8.21
for code	Village Re-levy	\$ 1,666.43	\$ 1,666.43
enforcement			
re-levy	<u>Total</u>	\$ 2,991.46	\$ 2,516.46

143.65-3-3	School Re-levy	\$ 12,681.62	\$ - *
People of the	<u>Total</u>	\$ 12,681.62	\$ -
State NY SUNY			
Property is			
wholly exempt -			
need to cancel tax			

Part of Exhibit A

**2016 TOWN AND COUNTY TAX CORRECTIONS
TOWN OF VESTAL**

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
190.01-1-40	County Services	\$ 81.32	\$ 81.32
County of Broome	Town	\$ 35.05	\$ 35.05
This is an auction	Town Hwy	\$ 14.61	\$ 14.61
property - new	Drain	\$ 9.50	\$ 9.50
owner not liable	Fire	\$ 6.32	\$ 6.32
for school re-levy	Light	\$ 1.77	\$ 1.77
	Cons. Water Bd	\$ 2.19	\$ 2.19
	School Re-levy	\$ 272.07	\$ -
	<u>Total</u>	\$ 422.83	\$ 150.76
190.01-1-38	County Services	\$ 190.72	\$ 190.72
County of Broome	Town	\$ 82.21	\$ 82.21
This is an auction	Town Hwy	\$ 34.27	\$ 34.27
property - new	Drain	\$ 10.07	\$ 10.07
owner not liable	Fire	\$ 14.83	\$ 14.83
for school re-levy	School Re-levy	\$ 638.11	\$ -
	<u>Total</u>	\$ 970.21	\$ 332.10
189.03-2-23	County Services	\$ 67.27	\$ 67.27
County of Broome	Town	\$ 29.00	\$ 29.00
This is an auction	Town Hwy	\$ 12.09	\$ 12.09
property - new	Drain	\$ 9.50	\$ 9.50
owner not liable	Fire	\$ 5.23	\$ 5.23
for school re-levy	School Re-levy	\$ 225.06	\$ -
	<u>Total</u>	\$ 348.15	\$ 123.09
189.07-1-35	County Services	\$ 280.17	\$ 280.17
County of Broome	Town	\$ 120.76	\$ 120.76
This is an auction	Town Hwy	\$ 50.34	\$ 50.34
property - new	Drain	\$ 9.50	\$ 9.50
owner not liable	Fire	\$ 21.79	\$ 21.79
for wtr & swr	Cons. Sewer	\$ 3.01	\$ 3.01
re-levies	Sewer Maint.	\$ 35.00	\$ 35.00
	Re-levy Water	\$ 160.00	\$ -
	Re-levy Sewer	\$ 303.20	\$ -
	<u>Total</u>	\$ 983.77	\$ 520.57
Tax Map Number			

Name & Error		Incorrect Tax	Correct Tax
173.15-2-16	County Services	\$ 970.62	\$ 970.62
County of Broome	Town	\$ 418.36	\$ 418.36
This is an auction	Town Hwy	\$ 174.40	\$ 174.40
property - new	Drain	\$ 9.50	\$ 9.50
owner not liable	Fire	\$ 75.49	\$ 75.49
for wtr & sewer	Light	\$ 21.07	\$ 21.07
re-levies	Cons. Sewer	\$ 3.01	\$ 3.01
	Sewer Maint.	\$ 35.00	\$ 35.00
	Cons. Water	\$ 26.16	\$ 26.16
	Re-levy Water	\$ 323.25	\$ -
	Re-levy Sewer	\$ 507.25	\$ -
	Total	\$ 2,564.11	\$ 1,733.61
157.20-1-25	County Services	\$ 1,128.81	\$ 1,128.81
Pollard	Town	\$ 486.55	\$ 486.55
School bill was	Town Hwy	\$ 202.82	\$ 202.82
paid on time but	Drain	\$ 9.50	\$ 9.50
not posted by	Fire	\$ 87.79	\$ 87.79
school and re-levied	Light	\$ 24.51	\$ 24.51
on T&C bill - waive	School Re-levy	\$ 3,052.00	\$ 2,796.41
pen & int for			
school re-levy	Total	\$ 4,991.98	\$ 4,736.39
158.18-3-20	County Services	\$ 1,717.24	\$ 1,717.24
Asher	Town	\$ 740.18	\$ 740.18
School bill was	Town Hwy	\$ 308.55	\$ 308.55
paid on time but	Drain	\$ 9.50	\$ 9.50
not posted by	Fire	\$ 133.55	\$ 133.55
school and re-levied	Light	\$ 37.28	\$ 37.28
on T&C bill - waive	Cons. Sewer	\$ 3.37	\$ 3.37
pen & int for	Sewer Maint.	\$ 39.20	\$ 39.20
school re-levy	Cons. Water	\$ 46.28	\$ 46.28
	School Re-levy	\$ 5,020.74	\$ 4,600.27
	Total	\$ 8,055.89	\$ 7,635.42

Tax Map Number	Name & Error	Incorrect Tax	Correct Tax
158.19-1-16	County Services	\$ 1,414.16	\$ 1,414.16
Schwartztrauber	Town	\$ 609.54	\$ 609.54
School bill was	Town Hwy	\$ 254.09	\$ 254.09
paid on time but	Drain	\$ 9.50	\$ 9.50
not posted by	Fire	\$ 109.98	\$ 109.98
school and re-levied	Light	\$ 30.70	\$ 30.70
on T&C bill - waive	Cons. Sewer	\$ 3.31	\$ 3.31
pen & int for	Sewer Maint.	\$ 38.50	\$ 38.50
school re-levy	Cons. Water	\$ 38.11	\$ 38.11
	School Re-levy	\$ 4,006.69	\$ 3,671.15
	<u>Total</u>	\$ 6,514.58	\$ 6,179.04
158.19-2-29	County Services	\$ 1,124.38	\$ 81.20
Morgan	Town	\$ 484.64	\$ 35.00
Change in level	Town Hwy	\$ 202.02	\$ 14.59
vet exemption	Drain	\$ 9.50	\$ 9.50
not applied	Fire	\$ 87.45	\$ 87.45
	Light	\$ 24.41	\$ 24.41
	Cons. Sewer	\$ 3.07	\$ 3.07
	Sewer Maint.	\$ 35.70	\$ 35.70
	Cons. Water	\$ 30.30	\$ 30.30
	Re-levy Sewer	\$ 300.04	\$ 300.04
	Re-levy Water	\$ 168.90	\$ 168.90
	<u>Total</u>	\$ 2,470.41	\$ 790.16
188.04-2-2	County Services	\$ -	\$ -
Tracy Creek	Town	\$ -	\$ -
Mem Church	Town Hwy	\$ -	\$ -
Erroneous	Drain	\$ 9.50	\$ -
drain charge	Fire	\$ -	\$ -
	<u>Total</u>	\$ 9.50	\$ -

Part of Exhibit A

2016 TOWN AND COUNTY TAX CORRECTIONS

TOWN OF WINDSOR

Tax Map Number Name & Error		Incorrect Tax	Correct Tax
148.03-3-5 McTigue	County Services Town I&O	\$ 481.26 \$ 82.87	\$ 481.26 \$ 82.87
Check returned after re-levies were submitted for T&C bills - need to add school re-levy	Hwy 2 Hwy 1,3,4 Town Out Fire School Re-levy	\$ 2.19 \$ 86.65 \$ 8.81 \$ 43.91 \$ -	\$ 2.19 \$ 86.65 \$ 8.81 \$ 43.91 \$ 1,423.43
	<u>Total</u>	\$ 705.69	\$ 2,129.12

Intro No.

14

Date
Reviewed by
Co. Attorney

2/18/16

[Signature]

Date

1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-47

Date Adopted 2/18/16

Effective Date 2/19/16

Sponsored by: Health & Human Services Committee

Seconded by: Hon. Stephen J. Flagg

RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE BROOME COUNTY FAMILY VIOLENCE PREVENTION COUNCIL

WHEREAS, Debra A. Preston, Broome County Executive, pursuant to the authority vested in her by Resolution 477 of 1985, as amended by Resolutions 277 of 1990 and 171 of 1999, has duly designated and appointed the following named individuals to membership on the Broome County Family Violence Prevention Council, for the terms indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Brenda Zeoli 1123 Frost Road Endicott, New York 13760	12/31/2018 Reappointment
Rebecca Bradley 11 Bellevue Heights Binghamton, New York 13905	12/31/2018 New Appointment
Brent Dodge 31 Avenue C Johnson City, New York 13790	12/31/2018 New Appointment
Shelbi Dubord 68 Trim Street Kirkwood, New York 13795	12/31/2018 New Appointment
Patrick Haley 514 Jennings Street Endicott, New York 13760	12/31/2018 New Appointment
Kelly Mabee 1152 Ford Road Vestal, New York 13850	12/31/2018 New Appointment
Debra Spano 513 Jennings Street Endicott, New York 13760	12/31/2018 New Appointment

and

WHEREAS, it is desired at this time to confirm said appointments, now, therefore, be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 477 of 1985, as amended by Resolutions 277 of 1990 and 171 of 1999, confirms the appointments of the above-named individuals to membership on the Broome County Family Violence Prevention Council for the terms indicated, in accordance with their appointment by the County Executive.

COUNTY OF BROOME
STATE OF NEW YORK

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature] County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No. 15
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 1-27-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-48
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENTS WITH VARIOUS VENDORS FOR SERVICES FOR THE DEPARTMENT OF HEALTH'S CANCER SERVICES PROGRAM OF THE SOUTHERN TIER FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 90 of 2015, authorized renewal of the agreements with various vendors for services for the Department of Health's Cancer Services Program of the Southern Tier Grant at rates set by the New York State Department of Health, utilizing the 70% hospital and 30% radiology site rate split for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said agreements are necessary to provide breast, cervical and colorectal cancer screening services, diagnostics and follow-up services, and

WHEREAS, said agreements expire by their terms on March 31, 2016, and it is desired at this time to renew said agreements on substantially similar terms and conditions, at rates according to the New York State Department of Health Cancer Services Program Reimbursement Schedule, utilizing the 70% hospital and 30% radiology site rate split, for the period April 1, 2016 through March 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreements with various vendors as listed on Exhibit "A" for various services for the Department of Health's Cancer Services Program of the Southern Tier Grant for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors at rates according to the New York State Department of Health Cancer Services Program Reimbursement Schedule, not yet available from the State, utilizing the 70% hospital and 30% radiology site rate split, for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget lines 25010004.6004413.2510541 (Other Health & Medical Services), 25010004.6004406.2510461 (Medical & Hospital Services), and 25010004.6004413.xxxxxx (Other Health and Medical Services), and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Exhibit A

Cancer Services Program of the Southern Tier

***Based on fees set by the
New York State Department of Health Reimbursement Rate Schedule
Upstate Provider Rates**

***Fees will be reimbursed according to 4/1/16-3/31/17 Rate Schedule**

Providers included in Rate Split Agreement:

To receive Hospital Rate
for services outlined in reimbursement rate
schedule

*Rate Split between Chemung & Schuyler
Hospitals and Associated Radiologists of the
Finger Lakes:*

- **Arnot Health System at Arnot Ogden
Medical Center**
Ca: 10-865-2
600 Roe Avenue
Elmira, NY 14905
Contact: Ron Kintz, Sr VP of Finance
Secretary: Christine Bohart
Phone: (607) 737-4235
Attn: Business Office
- **Schuyler Hospital Inc.**
Ca: 10-865-6
220 Steuben Street
Montour Falls, NY 13417
Contact: Andy Manzer, CEO
ATTN: Tracey Lewis
Phone: (607) 535-9174

To receive Radiology Rate
for services outlined in reimbursement rate
schedule

*Rate Split between Chemung & Schuyler
Hospitals and Associated Radiologists of the
Finger Lakes:*

- **Associated Radiologists of the Finger
Lakes PC**
Ca: 10-865-14
100 East 14th Street
Elmira Heights, NY 14903
Contact: Debra Allington, Office Mgr.
Phone: (607) 734-6237
Fax: (607) 734-3508

Intro No. 16
Date 2/18/16
Reviewed by [Signature]
Co. Attorney
Date 1-27-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-49
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENTS WITH VARIOUS VENDORS FOR SERVICES RELATED TO THE DEPARTMENT OF HEALTH'S CANCER SERVICES PROGRAM OF THE SOUTHERN TIER GRANT FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 85 of 2015, authorized renewal of the agreements with various vendors for services for the Department of Health's Cancer Services Program of the Southern Tier Grant at rates set by the New York State Department of Health for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said agreements are necessary to provide breast, cervical and colorectal cancer screening services, diagnostics and follow-up services, and

WHEREAS, said agreements expire by their terms on March 31, 2016, and it is desired at this time to renew said agreements on substantially similar terms and conditions, at rates according to the New York State Department of Health Cancer Services Program Reimbursement Rate Schedule, for the period April 1, 2016 through March 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreements with various vendors as listed on Exhibit "A" for various services for the Department of Health's Cancer Services Program of the Southern Tier Grant for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors at rates according to the New York State Department of Health Cancer Services Program Reimbursement Schedule, for the term of the agreements, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget lines 25010004.6004413.2510514 (Other Health & Medical Services), 25010004.6004406.2510461 (Medical & Hospital Services) and 25010004.6004413.xxxxxx (Other Health & Medical Services), and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016
Approved [Signature]
County Executive
Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Exhibit A

Cancer Services Program of the Southern Tier April 1, 2016-March 31, 2017

NYSDOH Determined Upstate Reimbursement Rates:

- Karen R. Banks-Lidner, DO PLLC**
ca 10-790-26
45-47 Hale Street
Norwich, NY 13815
Phone: (607) 336-1749
Fax: (607) 334-3700
- Broome Gastroenterology**
ca 10-790-27
161 Riverside Drive, Suite 102
Binghamton, NY 13905
ATTN: Aimee Donovan, Office Mgr
Dr. Steven R. Hassig
Phone: (607) 729-1444
Colorectal Screening & Dx Follow-up
(This is a new address since last contract)
- Chenango Memorial Hospital**
ca 10-790-18
179 N. Broad Street
Norwich, NY 13815
Contact: Vicky Smith, Exec. Assistant
Dr. Drake Layman
Phone: (607) 337-4113
- Dr. Stephen Dygert**
c/o Afton Family Health Center
ca 10-790-17
PO Box 25 Evergreen Street
Afton, NY 13730
Phone: (607) 639-2701
Fax: (607) 639-3333
- Lourdes Hospital**
ca 10-790-11
169 Riverside Drive
Binghamton, NY 13905
Contact: Kathryn Connerton, President CEO
ATTN contract to: Monica Covill, Exec.
Assist
Phone: (607) 798-5457
- Family Planning of South Central
New York, Inc.**
ca 10-790-4
37 Deltz Street
Oneonta, NY 13820
ATTN: Deborah Marcus Esq, Exec Dir
(607) 432-2252
- Tioga Opportunities Program**
ca 10-790-9
110 Central Avenue, Box 70
Owego, NY 13827
Contact: Nancy Glasgow, Dr Pt Svcs
Phone: (607) 687-5334
- United Health Services**
ca 10-790-10
UHS Hospitals
10-42 Mitchell Ave
Binghamton, NY 13903
Contact: Brandi Phelan (mail contracts to)
Matthew Salanger, President, CEO (signs contracts)
Phone: (607) 762-2260
Fax: (607) 762-3203

- **United Medical Associates**
ca 10-790-16
Wilson Hospital
33-57 Harrison St. Picciano 3
Johnson City, NY 13790
Contact: Dr. Alan Miller, Pres & CEO of
UHS Medical Group
Phone: (607) 763-8381
Fax: (607) 763-8388
Contact: Pat Hill Phone: 763-8383
- **Binghamton Gastroenterology**
ca 10-790-37
40 Mitchell Ave.
Binghamton, NY 13905
ATTN: Joanne Richards
Phone: (607) 772-0639
Fax: (607) 722-4610
- **Quest Diagnostics**
ca 10-790-38
*Must reference Account: 717393 on
contract
875 Green Tree Road
Pittsburgh, PA 15220
Attn: Pat McNerty
Phone: (412) 920-7723
Fax: (412) 567-0107
- **Arnot Health System at Arnot Ogden
Medical Center**
Ca: 10-865-2
Attention: Business Office
600 Roe Avenue
Elmira, NY 14905
Contact: Ron Kintz, Sr VP of Finance
Secretary: Christine Bohart
Phone: (607)737-4235
- **Planned Parenthood of Southern Finger
Lakes, Inc. (Elmira)**
Ca: 10-865-9
620 W. Seneca St.
Ithaca, NY 14850-3326
Contact: Rasaire Kari, Dir of Pt Serv.
Phone(607)273-8325 x123
Fax: (607)216-0023
- **Schuyler Hospital, Inc.**
Ca: 10-865-6
220 Steuben St.
Montour Falls, NY 14865
Contact: Andy Manzer, CEO
Attn: Rebecca Gould
Phone(607)535-8639 x3801
- **Twin Tier Womens' Health Team**
Ca: 10-865-29
1005 Walnut St.
Elmira, NY 13401
Contact: Karyn Nickerson
Phone(607)734-3968
- **Center for Disease Detection**
Ca: 10-865-31
11603 Crosswinds Way, Suite 100
San Antonio, Texas 78233-6005
Karen Rodman, Billing Manager
Tele: 888-858-8663 Ext. 211
Fax: 888-858-8664
- **Chemung Medical Services, PC**
Ca: 10-865-33
DBA Arnot Medical Services
722 West Water Street
Elmira, NY 14905
Contact: Maria Rozen
Phone(607)271-2060
Fax: (607)271-2099
- **Associated Anesthesiologists of the Finger
Lakes**
Ca: 10-865-37
Mail contract to:
ATTN: Kevin DeLuca, MD.
Managing Partner
600 Roe Avenue
Elmira, NY 14905
Phone: (607) 346-3318
Fax: (607) 733-7796

☐ **Clearpath Diagnostics Cytology
Laboratory**

600 E. Genesee Street, Suite 305

Syracuse, NY 13202

Phone: (315) 234-3300 x123

Fax: (315) 234-3305

ATTN: Michael Warner, COO

☐ **Surgical Associates of Ithaca, P.C.**

Ca: 10-790-39

1301 Trumansburg Road, Suite E

Ithaca, NY 14850

(607)273-3161

Fax: (607)273-1101

ATTN: Tina Beckman

Intro No. 17
Date 2/18/16
Reviewed by [Signature]
Co. Attorney
Date 1-27-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-50
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AMENDMENT TO AN AGREEMENT WITH RURAL HEALTH NETWORK OF SOUTH CENTRAL NEW YORK FOR SERVICES RELATED TO THE DEPARTMENT OF HEALTH'S COMPREHENSIVE CANCER PREVENTION PROGRAM GRANT FOR 2015-2016

WHEREAS, the Board of Acquisition and Contract, on September 23, 2015 authorized the amendment to the agreement with Rural Health Network of South Central New York CA #10-1004 for services related to the Department of Health's Comprehensive Cancer Prevention Program Grant at a cost not to exceed \$15,000, for the period June 30, 2015 through June 29, 2016, and

WHEREAS, said services are necessary to provide assistance with identifying, educating, engaging and providing technical assistance to community organizations and municipalities working toward adoption of food procurement standards, and

WHEREAS, it is necessary to authorize an amendment to said agreement to increase the not to exceed amount by \$22,976 for media, education and food procurement awareness campaign activities, and

WHEREAS, the Director of Public Health has requested authorization for said amendment as approved by the Department of Law, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Rural Health Network of South Central New York, P.O. Box 416, 2663 Main Street, Whitney Point, New York 13862 to increase the not to exceed amount by \$22,976 for media, education and food procurement awareness campaign activities for the Department of Health's Comprehensive Cancer Prevention Program Grant for the period June 30, 2015 through June 29, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an additional \$22,976, total amount not to exceed \$37,976, for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 25010004.6004146.2510503 (Subcontracted Program Expense), and be it

FURTHER RESOLVED, that CA #10-1004, to the extent consistent herewith, shall remain in full force and effect, and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19 2016

Intro No. 18
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 1-27-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-51
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING ACCEPTANCE OF THE OPIOID PRESCRIPTION REDUCTION BY ACADEMIC DETAILING PROGRAM GRANT FOR THE DEPARTMENT OF HEALTH AND ADOPTING A PROGRAM BUDGET FOR 2016-2017

WHEREAS, the Director of Public Health requests authorization to accept an Opioid Prescription Reduction by Academic Detailing Program Grant for the Department of Health and adopted a program budget in the amount of \$35,000 for the period April 1, 2016 through March 31, 2017, and

WHEREAS, said program will use academic detailing to modify opioid prescribing behavior among healthcare providers within primary & urgent care, neuro, orthopedic & general surgery; pain management; and dentistry, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$35,000 from The Community Foundation for South Central New York, 520 Columbia Drive, Suite 100, Johnson City, New York 13790 for the Department of Health's Opioid Prescription Reduction by Academic Detailing Program Grant for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$35,000, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]

Clerk, County Legislature
County of Broome

Broome County Health Department
Opioid Prescription Reduction by Academic Detailing
4/1/16-3/31/17

Department Code: 25010004
Project: 2510520

4/1/16-3/31/17

Proposed
Budget

Appropriations

Contractual Expenditures

6004146 SUBCONTRACTED PROGRAM EXPENSE

35,000.00

Total Contractual Expenditures

35,000.00

Total Expenditures

35,000.00

Revenue

5000531 Gifts and Donations

35,000.00

Total Revenue

35,000.00

Intro No. 19
Date 2/18/16
Reviewed by [Signature]
Co. Attorney
Date 1-27-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-52
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE CANCER SERVICES PROGRAM OF THE SOUTHERN TIER GRANT FOR THE DEPARTMENT OF HEALTH AND ADOPTING A PROGRAM BUDGET FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 84 of 2015 authorized and approved renewal of the Cancer Services Program of Broome, Chemung, Chenango, Schuyler and Tioga Counties Grant for the Department of Health and adopted a program budget in the amount of \$334,862 for the period July 1, 2015 through March 31, 2016, and

WHEREAS, said programs grant provides outreach, community education and comprehensive breast, cervical and colorectal cancer screenings and case management services to uninsured, under-insured and under-served men and women who meet program eligibility criteria as outlined by the NYS DOH Operations Manual, and

WHEREAS, it is desired to renew said program grant in the amount of \$310,000 for the period April 1, 2016 through March 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$310,000 from the New York State Department of Health, Bureau of Chronic Disease, Corning Tower, Empire State Plaza, Albany, New York 12237, for the Department of Health's Cancer Services Program of the Southern Tier Grant for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$310,000, and be it

FURTHER RESOLVED, the Department of Health is authorized to accept and allocate additional Cancer Services Program of the Southern Tier Grant funds as may be allocated by New York State for the period April 1, 2016 through March 31, 2017, provided there is no increase in employee head count and the County's financial contribution is not increased, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Exhibit A

**Broome County Health Department
Cancer Services Program of the Southern Tier Budget**

Budget Period 4/1/16-3/31/17

Index Code: 25010004

Project Code: 2510519

	Current	Proposed
	4/1/15-3/31/16	4/1/16-3/31/17
Personnel Services	<u>Budget:</u>	<u>Budget:</u>
6001000 Salaries, Full-Time	\$71,811.00	\$73,685.00
6001001 Salaries, Part-Time	<u>\$78,916.00</u>	<u>\$76,681.00</u>
Total Salary	\$150,727.00	\$150,366.00
 Contractual Expenses:		
6004012 Office Supplies	\$998.00	\$517.00
6004045 Training and Educational Supplies	\$1,607.00	\$0.00
6004056 Computer Equip/Non Capital	\$0.00	\$1,400.00
6004100 Postage & Freight	\$1,690.00	\$1,000.00
6004137 Advertising	\$12,790.00	\$0.00
6004146 Subcontracted Program Expense	\$61,000.00	\$58,500.00
6004160 Mileage & Parking	\$300.00	\$400.00
6004161 Travel, Hotel, Meals	<u>\$850.00</u>	<u>\$600.00</u>
Total Contractuals	\$79,235.00	\$62,417.00
 Interdepartment Chargebacks		
6004605 County Attorney Chargeback	\$2,850.00	\$0.00
6004606 Telephone Chargeback	\$1,500.00	\$1,500.00
6004609 Data Processing Chargeback	\$7,775.00	\$7,775.00
6004614 Other Chargeback Expenses	\$0.00	\$0.00
6004615 Gas Chargeback	\$300.00	\$300.00
6004616 Fleet Service Chargeback	\$300.00	\$300.00
6004617 Duplicating & Printing Chargeback	\$700.00	\$500.00
6004618 Office Supply Chargeback	<u>\$1,800.00</u>	<u>\$1,500.00</u>
Total Chargebacks	\$15,225.00	\$11,875.00
 Fringe Benefits		
6008001 State Retirement	\$29,203.00	\$26,970.00
6008002 Social Security	\$10,496.00	\$11,503.00
6008004 Worker's Comp	\$2,638.00	\$2,406.00
6008006 Life Insurance	\$51.00	\$50.00
6008007 Health Insurance	\$46,992.00	\$44,183.00
6008010 Disability Insurance	\$195.00	\$230.00
6008011 Unemployment Insurance	<u>\$100.00</u>	<u>\$0.00</u>
Total Fringe Benefits	\$89,675.00	\$85,342.00
 Total Appropriations	\$334,862.00	\$310,000.00
 Revenue		
5000840 State Aid-Health	\$310,000.00	\$310,000.00
5000840 COLA	<u>\$24,862.00</u>	<u>\$0.00</u>
TOTAL	\$334,862.00	\$310,000.00

BROOME COUNTY HEALTH DEPARTMENT

PROGRAM: Cancer Services Program of the Southern Tier April 1, 2016-March 31, 2017

SUMMARY OF PERSONAL SERVICE POSITIONS

Full-Time Positions

Title of Position	Grade/Unit	Actual 4/1/2015- 3/31/2016	Currently Authorized 4/1/2015-3/31/2016	Requested 4/1/2016- 3/31/2017	Recommended 4/1/2016- 3/31/2017
Public Health Representative	14/CSEA	1	1	1	1
Health Program Specialist	8/CSEA	1	1	1	1
Total Full-Time Positions		2	2	2	2

Part-Time Positions

Title of Position	Grade/Unit	Actual 4/1/2015- 3/31/2016	Currently Authorized 4/1/2015-3/31/2016	Requested 4/1/2016- 3/31/2017	Recommended 4/1/2016- 3/31/2017
Supervising Public Health Educator	21/BAPA	1	1	1	1
Senior Account Clerk	9/CSEA	1	1	1	1
Total Part-Time Positions		2	2	2	2

Intro No. 20
Date 2/18/16
Reviewed by [Signature]
Co. Attorney
Date 1-27-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-53
Date Adopted 2/18/16
Effective Date _____

Sponsored by: Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING ACCEPTANCE OF A BETTER BALANCE FOR BROOME FALL PREVENTION PROJECT: EXCELLUS BLUECROSS BLUESHIELD GRANT FOR THE DEPARTMENT OF HEALTH AND ADOPTING A PROGRAM BUDGET FOR 2016-2017

WHEREAS, the Director of Public Health requests authorization to accept a Better Balance for Broome Fall Prevention Project: Excellus BlueCross BlueShield Grant and adopt a program budget in the amount of \$25,000 for the period August 1, 2016 through July 31, 2017, and

WHEREAS, said project aims to reduce the incidence of falls in older adults through evidence based community falls prevention programs, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$25,000 from the Excellus BlueCross BlueShield, 53 Chenango Street, Binghamton, New York 13901 for the Department of Health's Better Balance for Broome Fall Prevention Project: Excellus BlueCross BlueShield Grant for the period August 1, 2016 through July 31, 2017, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$25,000, and be it

FURTHER RESOLVED, the Department of Health is authorized to accept and allocate additional Better Balance for Broome Fall Prevention Project: Excellus BlueCross BlueShield Funds for the period August 1, 2016 through July 31, 2017, provided there is no increase in employee head count, the County's financial contribution is not increased and the salary rate or salary total is not changed, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Budget Director, Comptroller and/or Commissioner of Finance) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Exhibit A

Broome County Health Department

Better Balance for Broome Fall Prevention Project: Excellus BlueCross BlueShield Grant

8/01/2016- 7/31/2017

PS Dept ID 25010004

PS Project Code 2510521

8/01/2016- 7/31/2017

Proposed

Budget

Appropriations

Chargeback Expenditures

6004610 PERSONAL SERVICES CHARGEBACK 10,409.00

6004614 OTHER CHARGEBACK EXPENSES 14,591.00

Total Chargeback Expenditures 25,000.00

Total Expenditures 25,000.00

Revenue

5000531 GIFTS AND DONATIONS 25,000.00

Total Revenue 25,000.00

Intro No. 21
Date 2/18/16
Reviewed by JM
Co. Attorney
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-54
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH SOUTHERN TIER INDEPENDENCE CENTER TO ACT AS FISCAL INTERMEDIARY FOR CONSUMER DIRECTED SERVICES FOR THE OFFICE FOR AGING'S EISEP GRANT FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 52 of 2015, authorized renewal of the agreement with Southern Tier Independence Center to act as fiscal intermediary for consumer directed services for the Office for Aging's EISEP Grant, at the Medicaid rate of \$15.14 per hour, for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said agreement is necessary to operate a Consumer Directed Personal Assistance Program that allows eligible consumers to hire, train, supervise and dismiss if necessary, their own Personal Assistants, and

WHEREAS, said agreement expires by its terms on March 31, 2016, and it is desired at this time to renew said agreement on substantially similar terms and conditions, at the current Medicaid rate of \$15.33 per hour for the period April 1, 2016 through March 31, 2017, which will be replaced by the new Medicaid rate when approved retroactive to April 1, 2016, and

RESOLVED, that this County Legislature hereby authorizes renewal of the agreement with Southern Tier Independence Center, 135 East Frederick Street, Binghamton, New York 13904 to act as fiscal intermediary for consumer directed services for the Office for Aging's EISEP Grant for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor at the current Medicaid rate of \$15.33 per hour which will be replaced by the new Medicaid rate when approved retroactive to April 1, 2016, for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 34010006.6004146.3410577 (Subcontracted Program Expense), and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016
Approved [Signature]
County Executive
Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 22
Date 2/18/16
Reviewed by JM
Co. Attorney
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-55
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH CST/YOUR LINK TO LIFE AND PROJECT H.E.A.R. FOR PERSONAL EMERGENCY RESPONSE SERVICES FOR THE OFFICE FOR AGING FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 51 of 2015, authorized renewal of the agreement with CST/Your link to Life and Project H.E.A.R. for personal emergency response services for the Office for Aging at the current Medicaid rates for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said agreements are necessary to provide installation and monitoring of personal emergency response units for Office for Aging clients as needed, and

WHEREAS, said agreements expire by their terms on March 31, 2016 and it is desired at this time to renew said agreements on substantially similar terms and conditions, at the current Medicaid rates, not to exceed budget appropriations, for the period April 1, 2016 through March 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with CST/Your Link to Life, 27475 Meadowbrook Road, Novi, Michigan 48377 for personal emergency response services for the Office for Aging with initial installation charge of \$30, additional pendant monitoring fee of \$8 and a monthly service fee of \$24 for the period April 1, 2016 through March 31, 2017, and be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with Project H.E.A.R., 4401 Vestal Parkway E., Vestal, New York 13850 for personal emergency response services for the Office for Aging with an initial installation charge of \$35 and a monthly service fee of \$25 for the period April 1, 2016 through March 31, 2017

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors at the current Medicaid rates, not to exceed budgeted appropriations for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 34010006.6004146.3410577(Subcontracted Program Expense), and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 23
 Date 2/18/16
 Reviewed by JK
 Co. Attorney
 Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
 BINGHAMTON, NEW YORK

Permanent No. 2016-56
 Date Adopted 2/18/16
 Effective Date 2/19/16

Sponsored by: Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENTS WITH VARIOUS VENDORS FOR PERSONAL CARE/HOMEMAKER SERVICES FOR THE OFFICE FOR AGING'S EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 53 of 2015, authorized agreements with various vendors for personal care/homemaker services for the Office for Aging's Expanded In-Home Services for the Elderly Program at approved Medicaid rates, for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said agreements are necessary to provide personal care/homemaker services and nursing visits to EISEP clients, and

WHEREAS, said agreements expire by their terms on March 31, 2016, and it is desired at this time to renew said agreement on substantially similar terms and conditions, at the approved Medicaid rate for Nursing Supervisor and Personal Care/Homemaker Service, for the Office for Aging's Expanded In-Home Services for the Elderly Program for the period April 1, 2016 through March 31, 2017, and

WHEREAS, because the Medicaid rate changes from time to time, Broome County will pay the contractor for the Personal Care/Homemaker Service the current Medicaid rate listed below, and the Nurse Supervisor will be paid at the current approved Medicaid rates listed below, unless the rates decrease or increase, they will be paid at the lower or higher amount, retroactive to April 1, 2016, now therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreements with the vendors listed below at the current approved State Medicaid rates for Nursing Supervisor and the current Medicaid fixed rates stated below for the Personal Care/Homemaker Service, for the Office for Aging's Expanded In-Home Care for the Elderly Program for the period April 1, 2016 through March 31, 2017:

CA# 292-156 Vendor ID#0000002048 Interim Healthcare Systems 38 Front Street, Suite D Binghamton, New York 13905 Hourly Rate-Personal Care: \$21.33 Hourly Rate-Nurse Supervisor: \$72.80	Contract # 292-158 Vendor ID# 000000106 Family & Children's Society of Broome County 257 Main Street Binghamton, New York 13905 Hourly Rate-Personal Care: \$20.18 Hourly Rate-Nurse Supervisor: \$92.34
CA# 292-153 Vendor ID# 0000002768 Stafkings Healthcare Systems P.O. Box 1015 Binghamton, New York 13902-1015 Hourly Rate -Personal Care: \$20.99 Hourly Rate-Nurse Supervisor: \$145.60	CA# 292-154 Vendor ID# 0000001742 Homemakers of Broome County DBA Caregivers 700 Harry L. Drive, Suite 120 Johnson City, New York 13790 Hourly Rate-Personal Care: \$18.02 Hourly Rate-Nurse-Supervisor: \$76.88

and be it

Intro No. 23
Date 2/18/16
Reviewed by
Co. Attorney _____
Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-56
Date Adopted 2/18/16
Effective Date _____

FURTHER RESOLVED, that Broome County will pay the contractor for the Personal Care/Homemaker the current Medicaid rate listed, unless the Medicaid rate for the Personal Care/Homemaker Service decreases, then the County will pay the reduced rate, retroactive to April 1, 2016 should the Medicaid rates increase, the County will pay the higher rate retroactive to April 1, 2016, and be it

FURTHER RESOLVED, that Broome county will pay the contractor for the Nurse Supervisor at the current Medicaid rate listed, unless the Medicaid rate for the Nurse Supervisor decreases, then the County will pay the reduced rate, retroactive to April 1, 2016 should the Medicaid rate for the Nurse Supervisor increase, the County will pay the higher rate retroactive to April 1, 2016, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 34010006.6004146.3410577 (Subcontracted Program Expense), and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016
Approved [Signature]
County Executive
Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Exhibit A

Contract # - 292-158
Verndor ID# - 000000106
Family & Children's Society of Broome County
257 Main Street
Binghamton, New York 13905

Hourly Rate - Personal Care: \$ 20.18

Hourly Rate - Nurse Supervisor: \$ 92.34

Contract # - 292-153
Verndor ID# - 0000002768
Staffings Healthcare Systems
P.O. Box 1015
Binghamton, New York 13902-1015

Hourly Rate - Personal Care: \$ 20.99

Hourly Rate - Nurse Supervisor: \$ 145.60

Contract # - 292-156
Verndor ID# - 0000002048
Interim Healthcare Systems
38 Front Street, Suite D
Binghamton, New York 13905

Hourly Rate - Personal Care: \$ 21.33

Hourly Rate - Nurse Supervisor: \$ 72.80

Contract # - 292-154
Verndor ID# - 0000001742
Homemakers of Broome County
DBA Caregivers
700 Harry L Drive, Suite 120
Johnson City, New York 13790

Hourly Rate - Personal Care: \$ 18.02

Hourly Rate - Nurse Supervisor: \$ 76.88

Intro No. 24
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 2/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-57
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING REVISION OF EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP) GRANT FOR THE OFFICE FOR AGING AND ADOPTING A REVISED PROGRAM BUDGET FOR 2015-2016

WHEREAS, this County Legislature, by Resolution 100 of 2015, authorized and approved renewal of the Expanded In-Home Services for the Elderly Program (EISEP) Grant for the Office for Aging and adopted a program budget in the amount of \$868,984 for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said program grant provides personal care and housekeeper/chore services and case management of clients, and

WHEREAS, it is necessary at this time to revise said program to reflect an increase in the amount of \$6,349 in grant appropriations, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a revision of the Expanded In-Home Services for the Elderly Program (EISEP) Grant to reflect an increase of \$6,349 for the period April 1, 2015 through March 31, 2016, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the revised program budget annexed hereto as Exhibit "A" in the total amount of \$875,333, and be it

FURTHER RESOLVED, that Resolution 100 of 2015, to the extent consistent herewith, shall remain in full force and effect, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19 2016

[Signature]
Clerk, County Legislature
County of Broome

EXHIBIT "A"

**BROOME COUNTY OFFICE FOR AGING
EXPANDED IN HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP)
4/1/15 TO 3/31/16**

DEPT - PROJECT: 34010006 - 3410548

REVISION February 2016 Legislative Session

	CURRENT 2015 - 2016 BUDGET	NET CHANGES +/-	PROPOSED 2015 - 2016 BUDGET
APPROPRIATIONS			
PERSONAL SERVICES			
6001000 SALARIES - FULL TIME	\$258,545	(\$350)	\$258,195
6001001 SALARIES - PART TIME	\$31,789	(\$1,310)	\$30,479
TOTAL PERSONAL SERVICES	<u>\$290,334</u>	<u>(\$1,660)</u>	<u>\$288,674</u>
CONTRACTUAL EXPENSES			
6004010 BOOKS & SUBSCRIPTIONS	\$0	\$0	\$0
6004012 OFFICE SUPPLIES	\$600	\$250	\$850
6004048 MISCELLANEOUS OPERATING SUPPLIES	\$800	\$0	\$800
6004055 COMPUTER SOFTWARE & SUPPLIES	\$0	\$0	\$0
6004056 COMPUTER HARDWARE	\$0	\$0	\$0
6004105 DUES & MEMBERSHIPS	\$100	\$0	\$100
6004106 GENERAL OFFICE EXPENSE	\$300	\$0	\$300
6004138 OTHER OPERATIONAL EXP.	\$0	\$0	\$0
6004146 SUBCONTRACTED PROGRAM EXPENSE	\$379,873	\$16,944	\$396,817
6004160 MILEAGE & PARKING - LOCAL	\$6,000	(\$1,000)	\$5,000
6004161 TRAVEL, HOTEL, MEALS	\$350	\$0	\$350
6004162 EDUCATION & TRAINING	\$350	\$0	\$350
6004505 CONTRACTED DATA PROCESSING	\$9,000	\$0	\$9,000
6004606 TELEPHONE BILLING ACCOUNT	\$6,000	\$0	\$6,000
6004610 PERSONAL SERVICES CHGBKS	\$24,356	\$0	\$24,356
6004614 OTHER CHARGEBACKS EXPENSE	\$75	\$0	\$75
6004617 DUPLICATING/PRINTING CHARGEBACKS	\$500	(\$100)	\$400
6004618 POSTAGE CHARGEBACKS	\$850	\$100	\$950
TOTAL CONTRACTUAL EXPENSES	<u>\$429,154</u>	<u>\$16,194</u>	<u>\$445,348</u>
FRINGE BENEFITS			
6008001 STATE RETIREMENT	\$58,870	(\$5,120)	\$53,750
6008002 SOCIAL SECURITY	\$21,036	(\$985)	\$20,051
6008004 WORKERS COMPENSATION	\$3,106	\$662	\$3,768
6008006 LIFE INSURANCE	\$90	\$0	\$90
6008007 HEALTH INSURANCE	\$66,004	(\$2,745)	\$63,259
6008010 DISABILITY INSURANCE	\$390	\$3	\$393
TOTAL FRINGE BENEFITS	<u>\$149,496</u>	<u>(\$8,185)</u>	<u>\$141,311</u>
TOTAL GRANT PROGRAM EXPENSE	<u>\$868,984</u>	<u>\$6,349</u>	<u>\$875,333</u>
REVENUES			
5000531 EISEP CLIENT CONTRIBUTIONS	\$4,000 (a)	\$2,000	\$6,000
5000183 MISCELLANEOUS CONTRIBUTIONS	\$41 (a)	\$0	\$41
5000562 TRANSFER FROM GENERAL FUND	\$181,628 (b)	\$0	\$181,628
5000324 OFA SALARY & FRINGE CHARGEBACKS	\$72,189 (c)	\$7,309	\$79,498
5000870 EISEP PROGRAM STATE AID	\$611,126 (d)	(\$2,960)	\$608,166
TOTAL GRANT PROGRAM REVENUE	<u>\$868,984</u>	<u>\$6,349</u>	<u>\$875,333</u>

(a) VOLUNTARY CONTRIBUTIONS FROM CLIENTS

(b) MATCHING FUNDS FROM BROOME COUNTY

(c) CHARGEBACK REVENUE FOR EISEP PERSONNEL PERFORMING DUTIES IN OTHER GRANT PROGRAMS

(d) EISEP PROPOSED ALLOCATION FROM NEW YORK STATE

OFFICE FOR AGING
 E I S E P FY 2015/2016
 REVISION

SUMMARY OF PERSONAL SERVICE POSITIONS

Full-Time Positions

<u>Title of Position</u>	<u>Grade/Unit</u>	<u>Actual</u> <u>14/15</u>	<u>Currently</u> <u>Authorized</u> <u>15/16</u>	<u>Requested</u> <u>15/16</u>	<u>Recommended</u> <u>15/16</u>
Aging Services Program Coordinator	20 BAPA	1	1	1	1
Caseworker II	16 CSEA	3	3	3	3
Keyboard Specialist	8 CSEA	1	1	1	1
Total Full-Time Positions		5	5	5	5

Part-Time Positions

Caseworker	16 CSEA	1	1	1	1
Public Health Nurse	17 CSEA	1	1	1	1
Total Part-Time Positions		2	2	2	2
TOTAL POSITIONS		7	7	7	7

Intro No. 25
Date 2/18/16
Reviewed by jm
Co. Attorney
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-58
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Health & Human Services, Personnel and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING REVISION OF THE WELLNESS IN NUTRITION (WIN) PROGRAM GRANT FOR THE OFFICE FOR AGING AND ADOPTING A REVISED PROGRAM BUDGET FOR 2015-2016

WHEREAS, this County Legislature, by Resolution 97 of 2015, authorized and approved renewal of the Wellness in Nutrition (WIN) Program Grant for the Office for Aging and adopted a program budget in the amount of \$385,001 for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said program grant provides supplemental funding for congregate meals and home delivered meals as well as nutrition education and counseling, and

WHEREAS, it is necessary at this time to revise said program to reflect a decrease in the amount of \$14,237 in grant appropriations, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a revision of the Wellness in Nutrition (WIN) Program Grant to reflect a decrease of \$14,237 for the period April 1, 2015 through March 31, 2016, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the revised program budget annexed hereto as Exhibit "A" in the total amount of \$370,764, and be it

FURTHER RESOLVED, that Resolution 97 of 2015, to the extent consistent herewith, shall remain in full force and effect, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

COUNTY OF BROOME) ss:
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

BROOME COUNTY OFFICE FOR AGING
WELLNESS IN NUTRITION (WIN)
34010006 - 3410553
April 1, 2015 to March 31, 2016
REVISION February 2016 LEG. SESSION

EXHIBIT A

	Current Budget 2015-16	Net Changes + / (-)	Proposed Budget 2015-16
APPROPRIATIONS			
Personal Services			
6001000 Salaries, Full Time	\$25,138	\$0	\$25,138
6001002 Salaries, Temporary	\$11,903	(\$11,903)	\$0
Total Personal Services	<u>\$37,041</u>	(\$11,903)	<u>\$25,138</u>
Equipment			
6002302 Heavy Trucks	\$0	\$0	\$0
Total Equipment Expenses	\$0	\$0	\$0
Contractual Expenses			
6004010 Books & Subscriptions	\$50	(\$19)	\$31
6004012 Office Supplies	\$200	(\$200)	\$0
6004030 Food & Beverage	\$0	\$0	\$0
6004031 Kitchen and Dining Room Supplies	\$0	\$0	\$0
6004045 Training & Educational Supplies	\$0	\$0	\$0
6004048 Misc. Operating Supplies	\$0	\$0	\$0
6004055 Computer Software & Supplies	\$0	\$0	\$0
6004056 Computer Hardware	\$0	\$0	\$0
6004101 Telephone	\$1,500	\$250	\$1,750
6004106 General Office Expense	\$100	\$0	\$100
6004147 Other Program Exp. (Transportation)	\$0	\$0	\$0
6004160 Mileage & Parking - Local	\$700	\$0	\$700
6004161 Travel, Hotel, Meals	\$250	\$0	\$250
6004162 Education & Training	\$250	\$0	\$250
6004164 Non-Employee Travel	\$19,039	(\$4,039)	\$15,000
6004505 Contracted Data Processing	\$6,000	\$0	\$6,000
6004606 Telephone Billing Account	\$600	\$0	\$600
6004610 Personal Services Chargebacks	\$81,379 (a)	\$5,452	\$86,831 (a)
6004625 Food Service Chargeback	\$194,564	(\$278)	\$194,286
6004567 Dietary Services (contracted Reg. Dietician)	\$31,865	\$0	\$31,865
Total Contractual Expenses	\$336,497	\$1,166	\$337,663
Fringe Benefits			
6008001 State Retirement	\$2,765	(\$186)	\$2,579
6008002 Social Security	\$2,834	(\$1,015)	\$1,819
6008004 Workers Compensation	\$396	\$0	\$396
6008006 Life Insurance	\$15	\$0	\$15
6008007 Health Insurance	\$5,375	(\$2,292)	\$3,083
6008010 Disability Insurance	\$78	(\$7)	\$71
6008011 Unemployment Insurance	\$0	\$0	\$0
Total Fringe Benefits	<u>\$11,463</u>	(\$3,500)	<u>\$7,963</u>
Total Grant Program Appropriations	\$385,001	(\$14,237)	\$370,764
REVENUE			
5000162 Congregate Meals Contributions	\$0	\$0	\$0
5000163 Home Delivered Meals Contributions	\$89,391 (c)	\$0	\$89,391 (c)
5000808 Other State Revenue - WIN	\$267,304 (b)	(\$3,530)	\$263,774 (b)
5000213 MOW Designated Contributions	\$0 (e)	\$0	\$0 (e)
5000324 OFA Chargeback Revenue	\$28,306 (d)	(\$10,707)	\$17,599 (d)
TOTAL GRANT PROGRAM REVENUE	\$385,001	(\$14,237)	\$370,764

(a) Salary and fringe for personnel working in other grants performing Home delivered meals functions.

(b) State proposed WIN allocation for program year

(c) Home Delivered Meals Contributions - 56,937 meals served x \$ 1.57 = \$ 89,391.

(d) Personnel paid from this grant performing activities chargeable to other grants.

OFFICE FOR AGING
 WIN (Wellness in Nutrition)
 Revision FY 2015 - 16

SUMMARY OF PERSONAL SERVICE POSITIONS

Full-Time Positions

<u>Title of Position</u>	<u>Grade/Unit</u>	<u>Actual 14/15</u>	<u>Currently Authorized 15/16</u>	<u>Requested 15/16</u>	<u>Recommended 15/16</u>
Health Program Specialist	8 CSEA	1	1	1	1
Aging Services Representative (Non-funded)	11 CSEA	1	1	1	1
Total Full-Time Positions		2	2	2	2

Part-Time Positions

Total Part-Time Positions		0	0	0	0
TOTAL POSITIONS		2	2	2	2

Intro No. 26
Date 2/18/16
Reviewed by
Co. Attorney CDS
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-59
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Public Safety & Emergency Services, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING ACCEPTANCE OF A PUBLIC SAFETY ANSWERING POINTS PROGRAM GRANT FOR THE OFFICE OF EMERGENCY SERVICES AND ADOPTING A PROGRAM BUDGET FOR 2016

WHEREAS, the Director of Emergency Services requests authorization to accept a Public Safety Answering Points Program Grant for the Office of Emergency Services and adopt a program budget in the amount of \$209,703 for the period January 1, 2016 through December 31, 2016, and

WHEREAS, said program grant supports costs associated with tower and fiber rentals, recurring GIS support, expenses related to CAD upgrades, overtime and backfill costs associated with dispatch training, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$209,703 from the New York State Division of Homeland Security, 1220 Washington Avenue, State Office Campus-Building 7A, Albany, New York 12242 for the Office of Emergency Services' Public Safety Answering Points Program Grant for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$209,703, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Robert Puerto
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Exhibit A

**EMERGENCY SERVICES
HOMELAND SECURITY PROGRAM GRANT
FY15 SPAP 2010041
1/1/2016-12/31/2016
Project Number 2010041
Project Code 1011**

	ORIGINAL	BUDGET LINE	Budgeted
	209,703.00	APPROPRIATIONS	
Salaries	6001003	Overtime	23,115
	6004138	Other Oper Expenses	186,588
		Total Grant Program Appropriations	209,703
Revenue	5000908	REVENUE	
		EMPG	209,703
		Total Grant Program Revenue	209,703

- Tower rent
- Recorder maint
- Uniforms
- Fiber Optic cable
- EMD Maint
- UPS Maint

Intro No. 27
Date 2/18/16
Reviewed by Lind Schmitt
Co. Attorney
Date 1/28/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-60
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Public Works & Transportation and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH GHD CONSULTING ENGINEERS FOR A FEASIBILITY STUDY AT THE BROOME COUNTY LANDFILL FOR THE DEPARTMENT OF PUBLIC WORKS-DIVISION OF SOLID WASTE MANAGEMENT FOR 2012-2015

WHEREAS, this County Legislature, by Resolution 165 of 2012, as amended by Resolution 324 of 2013, authorized an agreement with GHD Consulting Engineers, One Remington Park Drive, Cazenovia, New York 13035 for a feasibility study at the Broome County Landfill for the Department of Public Works-Division of Solid Waste Management at a cost not to exceed \$350,800 for the period May 1, 2012 through December 31, 2015, and

WHEREAS, said agreement is necessary for a feasibility study for options related to leachate control and air space redevelopment in the closed portion of the Broome County (Nanticoke) Landfill, and

WHEREAS, it is necessary to authorize the amendment of said agreement to extend the term of the agreement through December 31, 2016 at no additional cost to the County, and

WHEREAS, the Commissioner of Public Works has requested authorization for said amendments as approved by the Department of Law, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with GHD Consulting Engineers, LLC, One Remington Park Drive, Cazenovia, New York 13035, to extend the term of the agreement at no additional cost through December 31, 2016 for a feasibility study at the Broome County (Nanticoke) Landfill for the Department of Public Works-Division of Solid Waste Management and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$350,800, for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 38010007.6004572.3820043 (Engineering and Architectural Services), and be it

FURTHER RESOLVED, that Resolutions 165 of 2012 and 324 of 2013, to the extent consistent herewith, shall remain in full force and effect, and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No.

28

Date

2/18/16

Reviewed by
Co. Attorney

PA-DH

Date

1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No.

2016-61

Date Adopted

2/18/16

Effective Date

2/19/16

Sponsored by: Public Works & Transportation, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING RENEWAL OF THE JOB ACCESS REVERSE
COMMUTE/TEMPORARY ASSISTANCE FOR NEEDY FAMILIES PROGRAM GRANT FOR
THE DEPARTMENT OF PUBLIC TRANSPORTATION AND ADOPTING A PROGRAM
BUDGET FOR 2016**

WHEREAS, this County Legislature, by Resolution 58 of 2015, authorized and approved renewal of the Job Access Reverse Commute/Temporary Assistance for Needy Families Program Grant for the Department of Public Transportation and adopted a program budget in the amount of \$479,262 for the period January 1, 2015 through December 31, 2015, and

WHEREAS, said program grant provides funding for BC Transit services, and

WHEREAS, it is desired to renew said grant program in the amount of \$482,434 for the period January 1, 2016 through December 31, 2016, now, therefore, be it

RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$482,434, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of the Office of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved

Robert Rust
County Executive

[Signature]

Clerk, County Legislature
County of Broome

Date

2/19, 2016

EXHIBIT A

**Project Budget-3110014
JARC
1/1/16 to 12/31/16**

	<u>Current</u>	<u>Requested 2016</u>
Personnel Services		
6001000 Salaries, Full time	318,608	311000
6001003 Salaries, Overtime	0	16700
6001004 Salaries, Shift Differential	0	601
Total Personnel Services	318,608	328,301
Fringe Benefits		
6008001 State Retirement	62,405	65418
6008002 Social Security	24,374	27350
6008006 Life Insurance	260	105
6008007 Health Insurance	73,615	61100
6008010 Disability Insurance	0	160
Total Fringe Benefits	160,654	154,133
Total Grant Appropriations	479,262	482,434
REVENUE		
5000562 Transfers	479,262	482,434
Total Grant Revenue	479,262	482,434

EXHIBIT A

SUMMARY OF PERSONNEL SERVICE POSITIONS

<u>Title of Position</u>	<u>Grade/Unit</u>	<u>Currently Authorized</u>	<u>2016 Requested</u>
Coach Operator	ATU	4	4
Mobility Manager	16/CSEA	1	1
Mechanic's Helper	ATU	1	1
Clerk	6/CSEA	1	1
TOTAL FT POSITIONS		7	7

Intro No. 29
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 1/27/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-62
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Personnel, Public Works & Transportation and Finance Committees

Seconded by: Hon. Stephen J. Flagg

**RESOLUTION ESTABLISHING THE SECOND YEAR HOURLY RATE AND THE HOURLY
JOB RATE FOR THE POSITION OF ASSISTANT SANITARY LANDFILL SUPERVISOR FOR
SOLID WASTE MANAGEMENT**

WHEREAS, the 2016 budget created the position of Assistant Sanitary Landfill Supervisor, Union Code 14, AFSCME Foremen, minimum hourly rate of \$24.31, 40 hours weekly, budget line 38040007.6001000.2020, and

WHEREAS it is necessary to establish the second year hourly rate and the hourly job rate for said position, now, therefore, be it

RESOLVED, this County Legislature hereby authorizes the second year hourly rate of \$25.21 and the hourly job rate of \$26.92, for the position of Assistant Sanitary Landfill Supervisory, Union Code 14, AFSCME Foremen, 40 hours weekly, budget line 38040007.6001000.2020, effective January 1, 2016.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 30
Date 2/18/16
Reviewed by [Signature]
Co. Attorney
Date 1-26-2016
22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-63
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture, Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING RENEWAL OF THE SOCIAL SECURITY ADMINISTRATION TICKET TO WORK PROGRAM GRANT FOR THE OFFICE OF EMPLOYMENT AND TRAINING AND ADOPTING A PROGRAM BUDGET FOR 2015-2017

WHEREAS, this County Legislature, by Resolution 231 of 2013, authorized and approved the Social Security Administration Ticket to Work Program Grant for the Office of Employment and Training and adopted a program budget in the amount of \$100,000 for the period July 1, 2013 through June 30, 2015, and

WHEREAS, said program grant provides support for people with disabilities who are interested in going to work or increasing their work, and

WHEREAS, it is desired to renew said program grant in the amount of \$100,000 for the period July 1, 2015 through June 30, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$100,000 from the Research Foundation for Mental Hygiene, Inc., Riverview Center, 150 Broadway, Suite 301, Menands, New York 12204, for the Office of Employment and Training's Social Security Administration Ticket to Work Program for the period July 1, 2015 through June 30, 2017, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$100,000, and be it

FURTHER RESOLVED, that the Office of Employment and Training is authorized to accept and allocate additional Social Security Administration Ticket to Work Program funds, for the period July 1, 2015 through June 30, 2017, provided there is no increase in employee head count, the County's financial contribution is not increased and the salary rate or salary total is not changed, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Exhibit A

**OFFICE OF EMPLOYMENT & TRAINING
Ticket to Work Program**

7/1/15 - 6/30/17

PROJECT 3310177

APPROPRIATIONS	Budget
6001000 Full time Salaries	24,767.93
6004012 Office Supplies	500.00
6004105 Seminars/Conference Materials	2,200.00
6004111 Building and Land	1,577.00
6004160 Mileage -Local	1,175.00
6004161 Travel, Hotel, Meals	1,500.00
6004166 Non-employee Education & Training	4,000.00
6004250 Tuition, Books	20,000.00
6004254 Contracted Training	3,788.00
6004257 Service to Participants	10,000.00
6004606 Telephone Chargeback	250.00
6008001 State Retirement	10,544.39
6008002 Social Security	3,795.98
6008004 Worker's Compensation	
6008006 Life Insurance	13.75
6008007 Health Insurance	15,809.76
6008010 Disability Insurance	78.00
TOTAL GRANT APPROPRIATIONS	100,000
5000808 State Revenue	\$ 100,000

EXHIBIT A:
OFFICE OF EMPLOYMENT & TRAINING
GRANT PERIOD 7/1/15-12/31/17

SUMMARY OF PERSONAL SERVICES POSITIONS

Title of Position:	Grade	Actual 2015	Requested 2016
Full-Time			
Associate Employment & Training Coordinator	18 BAPA	1	1
TOTAL POSITIONS		1	1

Intro No. 33
Date 2/18/16
Reviewed by RWS
Co. Attorney
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-65
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Personnel and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AMENDMENT TO EXHIBIT "A" OF RESOLUTION 2015-407 WHICH AUTHORIZED THE HOURLY RATE SCHEDULE FOR NON-UNION, TEMPORARY AND SEASONAL EMPLOYEES

WHEREAS, the County Legislature authorized and approved the hourly rate schedule for non-union, temporary and seasonal employees, last amended by Resolution 407 of 2015, and

WHEREAS, it is necessary at this time to authorize the amendment to Exhibit "A" of Resolution 2015-407 to include the title of Senior Attendant under Parks, Recreation & Youth Services which was inadvertently deleted from said Exhibit, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves the amendment to Exhibit "A" of Resolution 2015-407 to include the title of Senior Attendant (40), Union Code 52, 2015 Hourly Rate \$9.00, 2016 Hourly Rate \$9.25, under Parks, Recreation & Youth Services.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Exhibit A

Hourly Rate Schedule Non-Union, Temporary, Seasonal

The provisions of the Fair Labor Standards Act will apply to the positions listed on the schedule. Unless otherwise indicated the effective date is January 1 of the year identified.

<u>Department</u>	<u>Union Code</u>	<u>2015 Hourly Rate</u>	<u>2016 Hourly Rate</u>
<u>All Departments:</u>			
Laborer - Seasonal	52	8.75	9.00
Student Assistant	52	8.75	9.00
Intern (High School)	52	8.75	9.00
Intern (High School) (40)	52	8.75	9.00
Intern (College)	52	9.75	9.85
Intern (College) (40)	52	9.75	9.85
Intern (Legal)	52	10.75	10.75
Engineering Aide	52	8.75	9.00
Legal Associate	52	17.00	17.00
Legal Associate (40)	52	17.00	17.00
<u>Aviation</u>			
Parking Attendant*	52		
Entry		8.75	9.00
After 6 months		8.80	9.05
After 12 months		9.19	9.44
After 24 months		9.57	9.82
Airport Maintenance	52	8.75	9.00
<p>*Pay will be time and one-half for work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.</p> <p>\$.25/hour for that assigned person trained and capable of programming the parking fee computer system.</p> <p>\$.25/hour for that assigned person to be on call to handle problems related to fee computers, ticket spitters and sick time in the absence or unavailability of the parking manager.</p>			
<u>County Attorney</u>			
Legal Associate (40)	52	17.00	17.00
<u>District Attorney</u>			
Legal Associate	52	17.00	17.00

<u>Department</u>	<u>Union Code</u>	<u>2015 Hourly Rate</u>	<u>2016 Hourly Rate</u>
<u>Elections</u>			
Custodian of Voting Machines	52	\$3,000 per election	\$3,000 per election
Voting Machine Trainer	52	20.00	20.00
Election Clerk	52	Entry 11.00 Completion of: 1 st Year 12.00 Completion of: 2 nd Year 13.00 Completion of: 3 rd Year 14.00 Completion of: 4 th Year 15.00	Entry 11.00 1 st Year 12.00 2 nd Year 13.00 3 rd Year 14.00 4 th Year 15.00
Election Inspection Coordinator	52	15.00	15.00
Election Party Representative	52	\$350 per day	\$350 per day
Intern (Elections)	52	11.00	11.00
Election Support Staff	52	11.00	11.00
Inspector	Reso 15-67	11.00	11.00
Inspector Chair	Reso 15-67	11.00	11.00
<u>Emergency Services</u>			
Senior Fire Investigator	52	13.39	13.39
Fire Investigator	52	11.29	11.29
Deputy Fire Coordinator	52	11.29	11.29
<u>Health</u>			
TB Med Observer/Interpreter	52	12.00	12.00
Peer Counselor	52	12.00	12.00
<u>Mental Health</u>			
Psychology Assistant (PT)	52	12.40	12.40
<u>Parks, Recreation & Youth Services</u>			
Receptionist Typist	52	10.00	10.10
Receptionist Typist (40)	52	10.00	10.10
Waterfront Director (40)	52	10.50	10.60
Assistant Waterfront Director (40)	52	10.00	10.10
Lifeguard (40)	52	9.75	9.85
Recreation Specialist	52	8.75	9.00
Laborer (40)	52	8.75	9.00
Attendant (40)	52	8.75	9.00
Boat Tender (40)	52	8.75	9.00
Clerk (40)	52	8.75	9.00
Head Usher (40)	52	10.50	10.50
Usher (40)	52	8.75	9.00
Golf Course Supervisor (40)	52	13.75	13.75
Golf Course Technician (40)	52	9.75	9.75
Senior Attendant (40)	52	9.00	9.25

<u>Department</u>	<u>Union Code</u>	<u>2015 Hourly Rate</u>	<u>2016 Hourly Rate</u>
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Parks, Recreation & Youth Services (Continued)

All titles except waterfront staff will receive \$.10/hr for each certification in:

1. ARC Standard First Aid or Equivalent
2. ARC CPR-BLS or Equivalent
3. ARC Lifeguard Training – ARC or Equivalent (Boat Tenders only)
4. ARC Outboard Boating & Water Safety ARC (Boat Tenders only)

A \$50 allowance to Lifeguards, Waterfront Directors and Assistant Waterfront Directors for certification or re-certification in CPR completing a minimum of eight weeks of employment with a final evaluation that recommends rehire. Payment in the final paycheck.

Personnel

Test Administrator	52	10.00	10.00
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Planning/BMTS

Traffic Counter	52	9.50	9.50
Engineering Aide	52	8.75	9.00

Public Defender

Legal Associate	52	17.00	17.00
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Public Works

Security Officer (40)	52	9.00	11.00
Security Officer-Seasonal (40)	52	9.00	11.00
Laborer (40)	52	8.75	9.00

Sheriff

Chaplain	52	13.70	13.70
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Solid Waste Management/Landfill

Laborer (40)	52	8.75	9.00
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Willow Point Nursing Home

Unit Aide	52	8.75	9.00
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\$.10/hour increase for each year of service, re-starting after each minimum wage increase.

Intro No.

33

Date

2/18/16

Reviewed by
Co. Attorney

John D. Schuch

Date

1/28/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No.

2016-66

Date Adopted

2/18/16

Effective Date

2/19/16

Sponsored by: County Administration and Finance Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AN AGREEMENT WITH INFORMER SYSTEMS, LLC FOR SCHEDULING SYSTEM SOFTWARE FOR THE DIVISION OF INFORMATION TECHNOLOGY FOR 2016-2017

WHEREAS, RFP 2015-088 Scheduling System Software for Broome County was advertised, and

WHEREAS, as a result of said RFP the Director of Information Technology requests authorization for an agreement with Informer Systems, LLC for scheduling system software for the Division of Information Technology at a cost not to exceed \$20,000, for the period February 1, 2016 through January 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Informer Systems, LLC, 1900 S. Norfolk Street, Suite 350, San Mateo, California, 94403 for scheduling system software for the Division of Information Technology for the period February 1, 2016 through January 31, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$20,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 10020001.6004055.1010 (Computer Software), and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved

Robert P. ...
County Executive

Date

2/19, 2016

[Signature]

Clerk, County Legislature
County of Broome

Intro No.

34

Date

2/18/16

Reviewed by
Co. Attorney

flb

Date

1/26/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No.

2016-67

Date Adopted

2/18/16

Effective Date

2/19/16

Sponsored by: Finance and County Administration Committees

Seconded by: Hon. Stephen J. Flagg

RESOLUTION UPDATING THE POLICIES AND PROCEDURES FOR THE SALE OF COUNTY OWNED PROPERTY

WHEREAS, this County Legislature, by Resolutions 352 of 1974, 598 of 2009, 199 and 473 of 2010, 207 of 2011 and 59 of 2013, established policies and procedures for the sale of County owned property, and

WHEREAS, it is desired to update these procedures, now, therefore, be it

RESOLVED, that the following procedures and guidelines are hereby established for the sale of County-owned property:

1. The Real Property Tax Director shall submit a list of all parcels subject to foreclosure to the Finance Committee for its review thirty (30) days prior to the date of final redemption.
2. The Real Property Tax Director shall submit a list of all County owned real property, including unredeemable property sent to the court for an order of foreclosure, determined to be surplus, obsolete, or no longer needed for public purposes and indicate the recommended method of disposition for such property to the Finance Committee for its consideration within thirty (30) days after the final date of redemption. The Finance Committee shall notify the Real Property Tax Director of its recommendations on any property considered unique in nature within thirty (30) days of receipt of said list. The Real Property Tax Director shall prepare for and hold a public auction for all County owned property to be sold at auction based on the determination of the Finance Committee. Said properties are to be sold to the highest bidder on each such parcel. If the Real Property Tax Director determines it is in the best interest of the County he or she may request sealed bids on property, develop a request for proposals or request authorization to sell directly to an individual or entity without public auction. Where a parcel is split for sale by the County, the split must result in parcels that comply with the minimum lot size required under the applicable town city or village zoning laws. Such sales are subject to approval pursuant to Section 3.
3. All sales shall be subject to final approval by the Broome County Legislature. Anything to the contrary herein contained notwithstanding, the County of Broome shall maintain the right to reject any and all bids made should the County become aware of any problem or reason for doing so for a particular property before, at the time of or subsequent to the given auction. The County of Broome reserves the right to withdraw any parcel at any time.
4. All bids shall be accompanied by a cash or check deposit and payment of the auctioneer's fee and are not transferable without prior approval by the County Legislature. The deposit shall be 10% of the bid or \$500 whichever is greater. If the bid price is less than \$500, the full amount of the bid is due as the deposit. Successful bidders shall be required to pay the balance of the purchase price within thirty (30) business days from the date of the letter from the Real Property Tax Director notifying such bidder that the County is prepared to close on the property. Payments for the balance of the purchase price shall be by cash, certified check or equivalent. If the purchaser shall fail to pay the balance of said purchase price within thirty (30) business days after notification that the County is ready to close on the property, the deposit and auctioneer's fee shall be forfeited and retained by the County and advertisements for the auction shall so state.

Intro No.

34

Date

2/18/16

Reviewed by
Co. Attorney

Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No.

2016-67

Date Adopted

2/18/16

Effective Date

5. The successful bidder shall be responsible for the cost of the property clean up done by the County. This cost shall be paid in full by the successful bidder by the close of the auction. This amount shall be paid by cash, certified or personal check. This amount shall be forfeited if the successful bidder fails to close on the property within thirty (30) business days of notification that the County is ready to close on the property.

6. In addition to the bid price, the successful bidder shall pay an administrative fee of \$150, recording fees and transfer taxes.

7. Subsurface mineral and gas rights will be conveyed with the sale of all County property and on properties conveyed to the previous owner as a result of a hardship sellback.

8. The Real Property Tax Director shall be responsible for advertising for the public auction, holding the public auction and collecting monies therefrom. The Real Property Tax Director shall be responsible for the establishment and conduct of the administrative guidelines and procedures for said auction.

9. Persons or entities currently in an installment payment agreement or who have defaulted on an installment agreement or owe delinquent taxes at the time of the auction or sale, including the former owners and their spouse, are not eligible to bid at the auction.

10. Notwithstanding Section 9 of this resolution, no person or entity who owned or held title to a given parcel immediately prior to the acquisition thereof by the County of Broome shall be permitted to buy back said parcel at a price less than the accumulated taxes, including taxes for the current year, interest and penalties plus an administrative fee of \$1,000.

11. Any corporation or limited liability company registering to bid must disclose the name(s) of the principal shareholder(s) in such corporation or members of such limited liability company.

12. All County owned property no longer needed for a public use shall be sold in accordance with State and local laws.

13. Anything to the contrary herein contained notwithstanding, the Finance Committee of the Broome County Legislature or said Committee's designee shall have, in its sole discretion, the right and authority to countermand, modify, rescind or change the procedures and directives contained in this resolution, including but not limited to the right to remove any parcel or parcels of land from sales lists or from auction, where, in the judgment of said Committee, an unusual or unique situation or hardship case is presented which would require further consideration. In any case where the Finance Committee or its designee shall exercise the authority conferred in this paragraph, it shall forthwith bring said matter and its recommendations thereon before this County Legislature for the latter's consideration. In the event that the County Legislature shall reject the recommendations of the Finance committee the parcel or parcels of land under review and consideration shall again be processed for disposition and sale in the manner provided for herein, or in such other manner as this County Legislature may otherwise provide. In the case that a hardship sellback is approved by the Director of Real Property Tax Services and received legislative approval, the parcel shall be returned to the prior owner in its entirety to include all surface and subsurface rights regardless of size or use once the uncollected taxes and administrative fee have been collected. The County shall reserve no subsurface oil and gas rights on properties conveyed to the previous owner as a result of a hardship sellback. If a hardship sell back is denied by the Director of Real Property Tax Services, the prior owner shall be given written notice of the right to appeal said denial to the Finance Committee of the Broome County Legislature and a copy of the denial letter shall be filed with the Clerk of the County Legislature. A written appeal must be made within 30 days of the date of the disapproval. The determination of the Finance Committee shall be final.

Intro No. 34
Date 2/18/16
Reviewed by
Co. Attorney _____
Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-67
Date Adopted 2/18/16
Effective Date _____

14. Any property purchased at auction cannot enter an installment agreement on auction property for four years. Additionally, if the July City tax payment is not paid by the end of July, any and all re-leivies on that tax bill will now be due, and not removed from the bill.

and be it

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Bold underlined added

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved *Delia Rosta*
County Executive

Date 2/19 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 35
Date 2/18/16
Reviewed by
Co. Attorney MS
Date 1/26/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-68
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Personnel, Health & Human Services and Finance Committees
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING PERSONNEL CHANGE REQUEST FOR WILLOW POINT NURSING HOME

RESOLVED, that in accordance with a request contained in PCR# 16-79 from the Director of the Willow Point Nursing Home, this County Legislature hereby upgrades the position of Deputy Nursing Home Administrator for Health Services, Grade F, Union Code 02 Admin, minimum annual salary \$70,307, 40 hours weekly, budget line 27060204.6001000.2050 to Deputy Nursing Home Administrator for Health Services, Grade J, Union Code 02, Admin, minimum annual salary \$95,047, 40 hours weekly, budget line 27060204.6001000.2050 effective February 29, 2016, and be it

FURTHER RESOLVED, that in accordance with Resolution 2 of 2012, this position will be paid at the annual salary of \$90,295 for 2016.

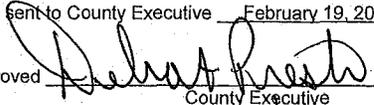
COUNTY OF BROOME) ss.:
STATE OF NEW YORK)

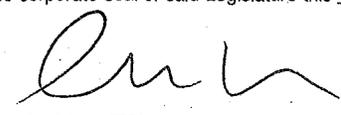
I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date Sent to County Executive February 19, 2016

Approved 
County Executive


Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No.

36

Date

2/18/16

Reviewed by
Co. Attorney

RAOH

Date

1/28/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No.

2016-69

Date Adopted

2/18/16

Effective Date

2/19/16

Sponsored by: Public Works & Transportation and Finance Committees

Seconded by: Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING ACCEPTANCE OF FEDERAL TRANSPORTATION
ADMINISTRATION FUNDS FOR THE BROOME COUNTY DEPARTMENT OF PUBLIC
TRANSPORTATION**

WHEREAS, the Commissioner of Public Transportation requests authorization to accept Federal Transportation Administration Funds for the Broome County Department of Public Transportation in the amount of \$301,624.35, and

WHEREAS, said funding is the FY2015 allocation of Section 5339 Funds which will be used for a capital bus purchase project, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$301,624.35 from the Federal Transit Administration, One Bowling Green, Suite 429, New York, New York 10004-1415, for the Broome County Department of Public Transportation, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 31010105.5000921.2042.3120023, and be it

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

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered to extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby authorized to execute any budget transfers within the budgetary limits provided that said budget transfers do not affect a personnel line, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects and budget, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is authorized to execute any agreements on behalf of Broome County with the United States Department of Transportation for aid in financing capital and/or operating assistance program of projects and budget.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

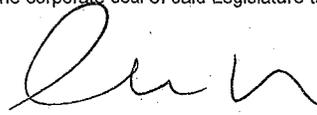
I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved


County Executive



Clerk, County Legislature
County of Broome

Date

2/19, 2016

Intro No. 37
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 1/28/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-70
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture Committee

Seconded by: Hon. Stephen J. Flagg

RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY BOARD OF DIRECTORS

WHEREAS, Daniel J. Reynolds, Chair of the Broome County Legislature, pursuant to the authority vested in him by Resolution No. 78, adopted March 4, 1970, Resolution No. 46, adopted February 6, 1979, Resolution No. 223, adopted April 21, 1987, Resolution No. 388, adopted November 20, 2014 and Article 18-A of the New York State General Municipal Law, has duly designated and appointed, pending confirmation by this Legislature, the following named individual to membership on the Broome County Industrial Development Agency Board of Directors for the term indicated:

<u>Names</u>	<u>Term Expires</u>
Richard A. Bucci 204 Leroy Street Binghamton, NY 13905	December 31, 2016 New Appointment (filing remainder of term for Robert N. Nielsen)

and

WHEREAS, it is desired at this time to confirm said appointment, and

WHEREAS, this appointment, upon an affirmative vote by the full Legislature on this Resolution, shall become effective immediately and continue through the term indicated or until such time as the person is replaced, now, therefore be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution No. 78, adopted March 4, 1970, Resolution No. 46, adopted February 6, 1979, Resolution No. 223, adopted April 21, 1987, Resolution No. 388, adopted November 20, 2014 and Article 18-A of the New York State General Municipal Law, confirms the appointment of the above-named individual to membership on the Broome County Industrial Development Agency Board of Directors for the term indicated, in accordance with their appointment by the Legislative Chairman.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]

Clerk, County Legislature
County of Broome

Intro No. 38
Date 2/18/16
Reviewed by
Co. Attorney AGS
Date 1/28/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-71
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION APPOINTING A MEMBER TO THE BROOME COUNTY LOCAL DEVELOPMENT CORPORATION PURSUANT TO THE NOT-FOR-PROFIT CORPORATION LAW OF THE STATE OF NEW YORK

WHEREAS, this County Legislature, by Resolution 463 of 2010 authorized the formation of the Broome County Local Development Corporation (LDC), pursuant to the Not-For-Profit Corporation Law of the State of New York, to promote and conduct economic development activities in the County, and

WHEREAS, according to the Certificate of Incorporation and the By-laws, the Legislature is authorized to nominate the members of the LDC's Board of Directors to serve with term indicated below or until their successor is elected and has been qualified, and

WHEREAS, this County Legislature desires to nominate and elect the member of the LDC's Board of Directors, as follows:

<u>NAMES</u>	<u>TERM EXPIRING</u>
Richard A. Bucci 204 Leroy Street Binghamton, NY 13905	December 31, 2016 New Appointment (filing remainder of term for Robert N. Nielsen)

and

WHEREAS, it is desired at this time to confirm said appointment, now, therefore be it

RESOLVED, that the above-named individual is duly nominated and elected as member of the LDC's Board of Directors, with term as indicated or to serve until their successor is elected by the Broome County Legislature and has been qualified.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No. 39
Date 2/18/16
Reviewed by
Co. Attorney RLS
Date 1/23/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-72
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee

Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GUARDIAN INSURANCE AND ANNUITY COMPANY FOR SHORT TERM DISABILITY INSURANCE FOR THE OFFICE OF RISK AND INSURANCE FOR 2016-2018

WHEREAS, the Risk Manager requests authorization for an agreement with The Guardian Insurance and Annuity Company for short term disability insurance at a cost not to exceed \$450,000, for the period April 1, 2016 through March 31, 2018, and

WHEREAS, said agreement is necessary to insure and administer disability claims for Corrections and CSEA employees, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with The Guardian Insurance and Annuity Company, P.O. Box 19005, Greenville, South Carolina 29602-9005 for short term disability insurance for the Office of Risk and Insurance for the period April 1, 2016 through March 31, 2018, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$450,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 18020001.6004597.2090 (Disability Insurance Premiums), and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Debra R. Rosta
County Executive

Date 2/19, 2016

Clerk, County Legislature
County of Broome

Intro No. 40
 Date 2/18/16
 Reviewed by Co. Attorney RG
 Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
 BINGHAMTON, NEW YORK

Permanent No. 2016-73
 Date Adopted 2/18/16
 Effective Date 2/19/16

Sponsored by: Finance Committee
Seconded by: Hon. Greg W. Baldwin

RESOLUTION AMENDING BOND RESOLUTION 11-549 DATED DECEMBER 28, 2011 HERETOFORE ADOPTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF BROOME NEW YORK AS AMENDED BY BOND RESOLUTION 13-168 DATED MARCH 21, 2013, BOND RESOLUTION 13-567 DATED DECEMBER 19, 2013 AND BOND RESOLUTION 15-72 DATED FEBRUARY 19, 2015 WITH RESPECT TO THE MAXIMUM ESTIMATED COST AND PLAN OF FINANCING THEREFORE

WHEREAS, it is the intent of this County Legislature to revise the maximum estimated cost for this Resolution, as well as the plan of financing therefore, in light thereof, now, therefore, be it

RESOLVED, by the County Legislature of the County of Broome, as follows

Section 1. Section 1 of the Bond Resolution referenced in the preamble hereto is hereby amended to incorporate the following additions and changes:

<u>Project Name</u>	<u>PPU/LFL Section 11.00</u>	<u>Maximum Estimated Cost</u>
Rental Car Service Facility Replacement	25/11(b)	\$3,550,000
Airport Road Reconstruction	15/62(b)	\$580,000

Section 2. Section 3 of said Bond Resolution is also amended so that the aggregate maximum cost so set forth therein is increased by \$199,702 for the Rental Car Service Facility Replacement project and \$80,000 for the Airport Road Reconstruction project, with the amount of serial bonds to be issued increased by \$279,702 to \$15,906,340 and the amount of Federal funds being increased by \$428,000 being allocated \$428,000 to the Airport Road Reconstruction project and State funds being increased by \$79,650 being allocated \$79,650 to the Airport Road Reconstruction project.

Section 3. The validity of such bond and bond anticipation notes may be contested only if:

- 1) such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and any action, suit or proceeding contesting said validity is commenced within twenty days after the date of such publication, or
- 3) such obligations are authorized in violation of the provisions of the Constitution

Section 4. This Resolution, which takes effect upon its approval by the County Executive, shall be published in full in the Press and Sun Bulletin, which is the only newspaper having a general circulation in the County, together with the notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

COUNTY OF BROOME) ss:
 STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016
 Approved [Signature]
 County Executive
 Date 2/19, 2016

[Signature]
 Clerk, County Legislature
 County of Broome

Intro No. 41
Date 2/18/16
Reviewed by RCS
Co. Attorney
Date 1/25/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-74
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee

Seconded by: Hon. Matthew J. Pasquale

RESOLUTION AMENDING BOND RESOLUTION 12-568 DATED DECEMBER 27, 2012 HERETOFORE ADOPTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF BROOME NEW YORK AND AMENDED BY BOND RESOLUTION 13-115 DATED MARCH 21, 2013 AND BOND RESOLUTION 13-568 DATED DECEMBER 19, 2013 ON SAID DATE WITH RESPECT TO THE MAXIMUM ESTIMATED COST AND PLAN OF FINANCING THEREFORE

WHEREAS, it is the intent of this County Legislature to revise the maximum estimated cost for this Resolution, as well as the plan of financing therefore, in light thereof, now, therefore, be it

RESOLVED, by the County Legislature of the County of Broome, as follows

Section 1. Section 1 of the Bond Resolution referenced in the preamble hereto is hereby amended to incorporate the following additions and changes:

<u>Project Name</u>	<u>PPU/LFL</u> <u>Section 11.00</u>	<u>Maximum Estimated Cost</u>
West Apron Rehab Construction	30/15	\$2,955,006

Section 2. Section 3 of said Bond Resolution is also amended so that the aggregate maximum cost so set forth therein is increased by \$58,813 for the West Apron Rehab Construction project, with the amount of serial bonds to be issued increased by \$58,813 to \$19,746,001 and the amount of State funds being increased \$2,940 being allocated \$2,940 to the West Apron Rehab Construction project, and the amount of Federal funds increased \$52,932 being allocated \$52,932 to the West Apron Rehab Construction.

Section 3. The validity of such bond and bond anticipation notes may be contested only if:

- 1) such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and any action, suit or proceeding contesting said validity is commenced within twenty days after the date of such publication, or
- 3) such obligations are authorized in violation of the provisions of the Constitution

Section 4. This Resolution, which takes effect upon its approval by the County Executive, shall be published in full in the Press and Sun Bulletin, which is the only newspaper having a general circulation in the County, together with the notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved *Delbert R. Rosta*
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No. 42
 Date 2/18/16
 Reviewed by
 Co. Attorney [Signature]
 Date 1/29/16

RESOLUTION
BROOME COUNTY LEGISLATURE
 BINGHAMTON, NEW YORK

Permanent No. 2016-75
 Date Adopted 2/18/16
 Effective Date 2/19/16

Sponsored by: Finance Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AMENDING BOND RESOLUTION 13-570 DATED DECEMBER 19, 2013 HERETOFORE ADOPTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF BROOME NEW YORK AS AMENDED BY BOND RESOLUTION 2014-45 DATED FEBRUARY 20, 2014, BOND RESOLUTION 2015-73 DATED FEBRUARY 19, 2015 AND BOND RESOLUTION 2015-119 DATED MARCH 19, 2015 ON SAID DATE WITH RESPECT TO THE MAXIMUM ESTIMATED COST AND PLAN OF FINANCING THEREFORE

WHEREAS, it is the intent of this County Legislature to revise the maximum estimated cost for this Resolution, as well as the plan of financing therefore, in light thereof, now, therefore, be it

RESOLVED, by the County Legislature of the County of Broome, as follows

Section 1. Section 1 of the Bond Resolution referenced in the preamble hereto is hereby amended to incorporate the following additions and changes:

Project Name	PPU/LFL Section 11.00	Maximum Estimated Cost
County Building Renovations	5/35	\$454,800
Farmers Market Construction	15/11(2C)	\$1,907,340

Section 2. Section 3 of said Bond Resolution is also amended so that the aggregate maximum cost so set forth therein is increased by \$125,000 for the County Building Renovations, and \$1,757,340 for the Farmers Market Construction with the amount of serial bonds to be issued increased by \$1,882,340 to \$47,813,993 and the amount of State funds being increased \$500,000 being allocated \$500,000 to the Farmers Market Construction, and the amount of Federal funds remaining unchanged.

Section 3. The validity of such bond and bond anticipation notes may be contested only if:

- 1) such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and any action, suit or proceeding contesting said validity is commenced within twenty days after the date of such publication, or
- 3) such obligations are authorized in violation of the provisions of the Constitution

Section 4. This Resolution, which takes effect upon its approval by the County Executive, shall be published in full in the Press and Sun Bulletin, which is the only newspaper having a general circulation in the County, together with the notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

COUNTY OF BROOME) ss.
 STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016
 Approved [Signature]
 County Executive
 Date 2/19, 2016

[Signature]
 Clerk, County Legislature
 County of Broome

Intro No. 43
Date 2/18/16
Reviewed by RLW
Co. Attorney
Date 1/29/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-76
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee

Seconded by: Hon. Greg W. Baldwin

RESOLUTION AMENDING BOND RESOLUTION 14-558 DATED DECEMBER 19, 2014 AS AMENDED BY BOND RESOLUTION 15-74 DATED FEBRUARY 19, 2015 HERETOFORE ADOPTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF BROOME NEW YORK

WHEREAS, it is the intent of this County Legislature to revise the maximum estimated cost for this Resolution, as well as the plan of financing therefore, in light thereof, now, therefore, be it

RESOLVED, by the County Legislature of the County of Broome, as follows

Section 1. Section 1 of the Bond Resolution referenced in the preamble hereto is hereby amended to incorporate the following additions and changes:

<u>Project Name</u>	<u>PPU/LFL</u> <u>Section 11.00</u>	<u>Maximum Estimated Cost</u>
Bridge Structural Steel Cleaning Painting-Design	10/10	\$100,000
Airport Wildlife Hazard Assessment Project	5/62(A)	\$75,000
Design Rehab Runway 16/34	5/62(A)	\$500,000
Dark Fiber Installation	15/35	\$1,175,000
Purchase Three(3) Clean Diesel Buses	5/29	\$1,752,000

Section 2. Section 3 of said Bond Resolution is also amended so that the aggregate maximum cost so set forth therein is increased by \$100,000 for the Bridge Structural Steel Cleaning Painting-Design project, \$75,000 for the Airport Wildlife Hazard Assessment Project, \$500,000 for the Design Rehab Runway 16/34 Project, \$1,175,000 for the Dark Fiber Installation Project and \$438,000 for the Purchase Three (3) Clean Diesel Buses with the amount of serial bonds to be issued increased by \$2,288,000 to \$29,707,000 and the amount of Federal funds being increased \$833,432 being allocated \$80,000 to the Bridge Structural Steel Cleaning Painting-Design project \$450,000 to the Design Rehab Runway 16/34 Project, and \$303,432 to Purchase Three (3) Clean Diesel Buses and the amount of State funds being increased by \$25,000 being allocated \$25,000 to the Design Rehab Runway 16/34 Project.

Section 3. The validity of such bond and bond anticipation notes may be contested only if:

- 1) such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and any action, suit or proceeding contesting said validity is commenced within twenty days after the date of such publication, or
- 3) such obligations are authorized in violation of the provisions of the Constitution

Intro No. 43
Date 2/18/16
Reviewed by
Co. Attorney _____
Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-76
Date Adopted 2/18/16
Effective Date _____

Section 4. This Resolution, which takes effect upon its approval by the County Executive, shall be published in full in the Press and Sun Bulletin, which is the only newspaper having a general circulation in the County, together with the notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved *Debra Presto*
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19, 2016

Intro No. 44
Date 2/18/16
Reviewed by
Co. Attorney lms
Date 1/22/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-77
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Finance Committee

Seconded by: Hon. Scott D. Baker

**RESOLUTION AMENDING BOND RESOLUTION 15-403 DATED NOVEMBER 5, 2015
HERETOFORE ADOPTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF BROOME
NEW YORK ON SAID DATE WITH RESPECT TO THE MAXIMUM ESTIMATED COST AND PLAN
OF FINANCING THEREFORE**

WHEREAS, it is the intent of this County Legislature to revise the maximum estimated cost for this Resolution, as well as the plan of financing therefore, in light thereof, now, therefore, be it

RESOLVED, by the County Legislature of the County of Broome, as follows

Section 1. Section 1 of the Bond Resolution referenced in the preamble hereto is hereby amended to incorporate the following additions and changes:

<u>Project Name</u>	<u>PPU/LFL Section 11:00</u>	<u>Maximum Estimated Cost</u>
Airport Rd Four Lane Road Rehab Construct	15/20(C)	\$8,700,000

Section 2. Section 3 of said Bond Resolution is also amended so that the aggregate maximum cost so set forth therein is increased by \$1,100,000 for the Airport Rd Four Lane Road Rehab Construct project, with the amount of serial bonds to be issued increased by \$1,100,000 to \$28,141,500 and the amount of Federal funds increased \$494,400 being allocated \$494,400 to the Airport Rd Four Lane Road Rehab Construct.

Section 3. The validity of such bond and bond anticipation notes may be contested only if:

- 1) such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and any action, suit or proceeding contesting said validity is commenced within twenty days after the date of such publication, or
- 3) such obligations are authorized in violation of the provisions of the Constitution

Section 4. This Resolution, which takes effect upon its approval by the County Executive, shall be published in full in the Press and Sun Bulletin, which is the only newspaper having a general circulation in the County, together with the notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 45
Date 2/18/16
Reviewed by
Co. Attorney MS
Date 1/29/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-78
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Public Works & Transportation Committee

Seconded by: Hon. Kim A. Myers

**RESOLUTION AUTHORIZING A ROAD USE AGREEMENT WITH CONSTITUTION PIPELINE,
LLC FOR USE OF BROOME COUNTY ROADS**

WHEREAS, the Commissioner of Public Works, Parks, Recreation and Youth Services requests authorization for an agreement with Constitution Pipeline, LLC, for use of Broome County Roads, with terms of the agreement attached hereto as Exhibit "A", now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Constitution Pipeline, LLC, 2800 Post Oak Boulevard, Houston, Texas 77251, for use of Broome County Roads, with terms of the agreement attached hereto as Exhibit "A", and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Debra A. Presta
County Executive

Date 2/19 2016

[Signature]
Clerk, County Legislature
County of Broome

ROAD USE AGREEMENT

This Road Use Agreement is entered into this ____ day of _____, 2016 ("Effective Date") between Constitution Pipeline Company, LLC having offices at 2800 Post Oak Boulevard, Houston, Texas 77251 hereinafter "Company", and the County of Broome, a municipal corporation having offices at 60 Hawley St., Binghamton, NY 13901, hereinafter "Municipality". The Company and Municipality are each a "Party" and referenced together as the "Parties".

RECITALS

WHEREAS, Company is a Limited Liability Company engaged in natural gas transportation, including but not limited to pipeline construction, maintenance and operation; and

WHEREAS Company intends to engage in the construction activities related to the Constitution Pipeline, LLC interstate natural gas pipeline ("Constitution Pipeline Construction Activities"); and

WHEREAS Company will necessarily need to traverse the Municipality's highways, roads, bridges, culverts and related fee owned land, rights-of-way or easements owned or maintained by the Municipality (collectively "Roads") with Company operated heavy machinery weighing in excess of 26,001 lbs. (consisting of certain trucks, construction machinery and equipment and other related items operated by the Company during the Constitution Pipeline Construction Activities) (collectively referred to herein as "Company's Heavy Vehicles"); and

WHEREAS Company acknowledges that Company's Heavy Vehicles may unintentionally cause damage to said Roads; and

WHEREAS the Municipality seeks guarantees and assurances from Company that Company will pay and/or otherwise indemnify the Municipality for any Damage (as defined herein) to the Roads arising from its activities; and

WHEREAS Company recognizes that it is responsible to repair any Damage to Roads that it may cause, as described by the Federal Energy Regulatory Commission (FERC) in both the Certificate of Public Convenience and Necessity (Order) and in the Final Environmental Impact Statement (FEIS) issued with respect to the Constitution Pipeline project (FERC Docket No. CP13-499-000).

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the Municipality, each intending to be legally bound, agree as follows:

1. Company Responsibilities.

a. Company agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon roads related to Constitution Pipeline Construction Activities are disposed of in the appropriate manner and be responsible for obtaining any applicable approvals, permits and/or orders.

b. Company shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic for any more than ten minutes at a time and shall use reasonable efforts to not block the flow of traffic in both lanes more than five minutes at any time. Company agrees that any proposed

temporary Road closings will be properly coordinated in advance with the Municipality. Longer term closures if required shall be coordinated with the Municipality in writing at least 48 hours prior to the closing and the Company shall be responsible for complying with any and all applicable New York State and federal laws concerning traffic control requirements for every activity that will impact the flow of traffic.

c. The term "Company" shall include its employees, agents, vendors, contractors, subcontractors, and/or haulers. Company shall require that each and every employee, agent, vendor, contractor, subcontractor, and hauler will comply with the terms and conditions of this Agreement and the Company shall be responsible for any failure of each and every employee, agent, vendor, contractor, subcontractor, and hauler that fails to comply with the terms of this Agreement.

2. Road Surveys and Routes.

a. Exhibits A-1 and A-2 are the list and map, respectively of the Roads that Company's Heavy Vehicles will be using as part of the pipeline construction. The parties recognize that other routes may become necessary to use due to various reasons. Should any Roads not listed or shown on Exhibits A-1 and A-2 be expected by Company to be used by Company's Heavy Vehicles, the Company shall notify the Municipality, unilaterally add the Roads to Exhibit A-1 and A-2 and conduct the necessary surveys under this Agreement.

b. If the Company and Municipality identify deficiencies or inadequacies in the Roads relative to planned construction activities, Company shall undertake construction to reinforce and improve the Roads as necessary to correct such deficiencies or inadequacies ("Reinforcement Activities"). Company shall perform the Reinforcement Activities only after the Municipality approves the Reinforcement Activities. Reinforcement Activities on the Roads shall be conducted so as to minimize the effects on local transportation and shall be coordinated with the Municipality with respect to its planned construction (if any) affecting the Roads.

c. Following the performance of Reinforcement Activities and prior to the commencement of use of the Roads by Company's Heavy Vehicles to deliver goods and equipment to active construction sites of the Company, Company and the Municipality shall confer regarding the routes to be used for Company's Heavy Vehicles engaged in the Company's activities and the precautions to be taken to protect health and safety.

d. Prior to the commencement of Road use activities by Company's Heavy Vehicles, at Company's cost, Company and the Municipality shall cooperatively prepare a suitable video survey of the Roads identified in the Road route and shall provide a copy thereof to the Municipality at no cost to the Municipality.

e. The Company shall notify the Municipality that construction activities have been completed within five (5) days of the completion of the construction of the Constitution Pipeline and, thereafter, at Company's cost, Company and the Municipality shall cooperatively prepare a suitable post-construction video Road survey of the Roads identified in the Road route.

f. Immediately following the completion of the post-construction video Road survey, Company will provide the Municipality with the result of the Road studies, including a copy of the video.

g. In the event Company deviates from the Road route designated in, or added by the Company to, Exhibits A-1 and A-2, the Municipality may request and Company shall immediately upon receipt of such request cease and desist such deviation.

h. Company shall be liable for any and all Damages (as defined herein) to the Municipality for repair of the Roads in accordance with the procedure set forth in Section 3, below.

3. Road Damage.

a. If any Damage (as defined in Section 3(b)) occurs to Roads by the use of Roads by Company's Heavy Vehicles during the construction of the Constitution Pipeline and such Damage is, in the reasonable opinion of the Municipal Engineer (and/or Highway Superintendent), an immediate danger to the public using said Road, then the Municipality may undertake immediate emergency repairs to said Road. Immediate danger to the public using said Road includes any condition that in the opinion of the Municipal Engineer (and/or Highway Superintendent) creates a safety risk if not repaired within the next 15 days. In the event Company becomes aware of any such Damage, it shall notify the Municipality within 48 hours of such Damage in writing detailing the Damage. If the Municipality discovers the damage, the Municipality shall submit a written notice to Company detailing the Damage. Provided the Company agrees to act in accordance with a schedule approved by the Highway Superintendent, in lieu of the Municipality implementing the emergency repair, the Company may then elect to undertake the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Municipality. Should the Company not elect to undertake said repairs in accordance with a schedule approval by the Highway Superintendent, the Company shall pay the reasonable repair costs incurred by the Municipality unless Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair. The non-disputed costs incurred by the Municipality to repair said Damage shall be paid as set forth below. Company shall pay the reasonable charges within 15 days of receipt of the invoice. In the event of a dispute, then both parties shall abide by the procedure set forth herein for dispute resolution in Section 4 below. The undisputed amount shall be paid within 15 days of receipt of the invoice.

b. Within 45 days following the completion of installation of the Constitution Pipeline and notification to the Municipality by Company, the Municipality must notify Company in writing if the Municipality believes the Damages to the Road arise from pipeline construction activities. The terms "Damage" or "Damages" as used in this Agreement shall mean injuries caused by Company's Heavy Vehicles consisting of base failure, alligator cracking, greater than 50% chip seal surface loss, vehicle track marks, an increase in rutting of asphalt of more than ½ inch in depth in the wheel path, shoulder cracking, pot holes, raveling, wheel path in ditch lines and greater than 50% aggregate surface loss on a dirt/gravel road. The terms "Damage" or "Damages" shall not include injuries to the Roads that (1) were present prior to the Company's use thereof by Company's Heavy Vehicles or that were present during preconstruction documentation; (2) that occurred after repairs to the Road were made and at a time Company's Heavy Vehicles were not in use by the Company on the Road; or (3) ordinary wear and tear. Notwithstanding anything in this Agreement to the contrary, Company shall only be liable for reasonable costs, fees, expenses and any other reasonable bills incurred to or by the Municipality to repair Damage to Roads.

c. Except under the situation covered by Section 3(a), within 30 days of a receipt of any written notice of allegation of Damage from the Municipality, Company shall notify the Municipality in writing of its agreement or disagreement with the allegations.

d. Within the 30 day timeframe referenced in section 3(c), Company may elect to undertake all or some of the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Municipality. Should the Company not elect to undertake all such repairs, it shall reimburse the Municipality for the reasonable repair costs within 30 days of receipt of invoice unless Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair. If Company disputes any invoice, it shall pay the Municipality for all undisputed items and shall provide a written statement as to its basis for contesting the disputed amount(s) within the foregoing 30 day period. In the event of a dispute, then both parties shall abide by the procedure set forth herein for dispute resolution in Section 4 below.

e. The manner of repair of any Road Damage described in this Agreement shall be at the reasonable discretion of the Municipal Highway Supervisor consistent with the Road or bridge standards that are otherwise applicable throughout the Municipality for the type of road or bridge involved being a guide. Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be required to pay for, or to install itself, road base materials or surfaces to a condition better than existed prior to the alleged Damage caused by the Company. By way of example, should Damage occur to an unpaved Road, the Company will not be required to pave such Road. The parties agree that the roadway repairs will consist of those repair processes identified in Exhibit B.

f. Within two weeks of full execution of this Agreement, the Company will provide the Municipality with a nonrefundable payment of Thirty-Three Thousand Three Hundred Dollars (\$33,300.00) ("Fee Reimbursement Payment") to be used for the Municipality's payment of any professional, inspection or administrative fees it incurs and for community purposes related to transportation activities. The Company's obligations regarding payment of the Municipality's professional, inspection or administrative fees shall be satisfied by this payment and it shall have no further obligations related to such fees.

4. Dispute Resolution

a. Any litigation related to this Agreement shall be brought before a court of competent jurisdiction.

5. Bonding

a. Prior to the commencement of construction of the Constitution Pipeline and use of the Roads by the Company's Heavy Vehicles, Company shall obtain and deliver to the Municipality a bond in the amount of One Million Dollars (\$1,000,000.00). Such Bond shall be executed by a reliable bonding or insurance institution authorized to do business in the State of New York and reasonably acceptable to the Municipality, and shall be attached to this Agreement as Exhibit C.

b. Company shall be listed as principal with the instrument benefiting the Municipality, as obligee and shall be conditioned that the Company will comply with the terms and conditions of this Agreement. The original bond shall be delivered to the appropriate Municipal employee or supervisor.

c. In the event that the Company does not undertake repairs or reimburse the Municipality in the time allotted under Section 3 above, (including any time for dispute resolution) the Municipality shall be authorized to demand payment from and against any bond to recover any amounts due from the Company for repairs to the Roads and/or bridges. Upon receipt of the monies, the Municipality

will proceed with completing the required repairs. Nothing in this subsection will prevent the Municipality from proceeding by way of a civil action to obtain compliance and abate the default.

d. In the event the Bond contains a stated termination date, then Company shall renew or obtain a new Bond in the agreed upon amount no later than 30 days prior to the stated termination date. It is the intention of the parties that the Bond for the stated amount remains in effect throughout the term of this Agreement. In addition, should Company convey any or all of its interest in this Agreement, then the new owner will obtain a Bond to comply with this Agreement.

e. The Bond is to guarantee reimbursement to the Municipality for all reasonable costs of labor, material and equipment expenses for the Municipality may incur in repairing any Road consistent with the provisions of this Agreement.

f. The cancellation of any Bond will not release the Company from its obligation to meet all of the requirements of this Agreement.

g. In the event the cost of any such repair is less than Twenty-Five Thousand Dollars (\$25,000.00), such amount will be deposited by the Company in an a mutually agreeable escrow account for the Municipality to draw upon to complete repairs, if such repairs have not been undertaken by the Company.

h. Nothing in this Section 5 shall be construed to result in a waiver of any rights of the Company, bonding company or insurance institution issuing a bond to dispute or challenge any claims for payment by the Municipality for alleged Damage to its Roads.

6. Indemnification and Insurance.

Upon the Effective Date, Company shall purchase and maintain insurance of the following types and form during the Term (as defined in this Agreement) and the Company shall ensure that its vendors, contractors, subcontractors, and/or haulers obtain and maintain the types and forms of insurance during the Term. Company shall furnish Municipality with certificates of insurance and endorsements of all required insurance, as may be reasonably requested.

a. Commercial General Liability (CGL): Company shall maintain, at its own cost and expense, a minimum level of commercial general liability insurance of two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. Company agrees that it will include the Municipality as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing before any other insurance, including any deductible, maintained by, or provided to, the additional insured. All insurers shall have at least an A - (VII) or better rating by A.M Best and be qualified to do business in the jurisdiction where the Project is located. Company shall maintain CGL coverage for itself and all additional insured throughout the term of this Agreement, and for at least two (2) years after the termination of this Agreement.

b. Workers' Compensation and Employers' Liability: Company shall have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the premises where the work is performed. Employers' Liability insurance shall not be less than five hundred thousand dollars (\$500,000) for injury or death each accident.

c. Said insurance shall provide for 30 days' notice to the Municipality prior to cancellation of any coverage.

d. Intentionally Omitted.

e. Indemnification, Waiver and Forbearance. To the fullest extent permitted by law, Company shall defend, indemnify and hold harmless the Municipality, its agents and employees from and against all third party claims, damages, losses and expenses, arising out of or resulting from Company's breach of this Agreement or Company's negligent or willful misconduct in the course of Company's completion of Road repairs under this Agreement. With respect to injuries to persons for whom Company has secured the payment of compensation as provided under the New York Workers' Compensation Law and which Company has agreed in this section to provide indemnification to the Municipality, this provision shall be construed as one by which the Company has expressly agreed to contribution or indemnification of the Municipality within the meaning of New York Workers' Compensation Law § 11. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this section. In any and all claims against Municipality or any of its agents or employees by any employee of Company, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Company under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The Municipality agrees that the remedies related to Road Damages and repair set forth herein shall be the sole remedies for such Damages. So long as the Company materially complies with the terms and provisions of this Agreement, the Municipality hereby waives any rights to seek additional damages or payments for Damages to the Roads in addition to, or in excess of, the remedies afforded herein. So long as the Company materially complies with the terms and provisions of this Agreement, the Municipality further agrees that it shall not seek, obtain or enforce punitive damages, including, but not limited to treble damages set forth in New York Highway Law Section 320, for Damages to the Roads, and that Damages successfully remediated pursuant to this Agreement shall not be considered damages subject to the provisions of New York Highway Law Section 320.

7. Captions and Headings.

Captions and headings throughout this agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this agreement nor in any way affect this Agreement.

8. Modifications.

This Agreement cannot be changed orally, but only by agreement in writing signed by the Parties against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

9. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and

apart from the remainder of this Agreement, which shall remain in full force and effect. The waiver by any party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

10. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

11. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

12. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

13. Counterparts.

This Agreement may be entered in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

14. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

15. Notice.

a. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, or (2) on the first day following delivery via a nationally registered United States overnight courier service.

b. For purposes of this Agreement only, any notices to the parties shall be directed to the parties as set forth below:

For Company: Williams Companies
Allan R. Berenbrok, P.E.
Roadway Engineer
Park Place Corporate Center 2
2000 Commerce Drive
Pittsburgh, Pa 15275

With a copy to: Stockli Slevin & Peters, LLP
1826 Western Ave.
Albany, NY 12203
Attn: John Stockli

For Municipality: County of Broome
60 Hawley St.
Binghamton, NY 13901

With a copy to:

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section 15.

16. Cure.

In the event the Municipality believes a default in the obligations of the Company under this Agreement has occurred), the Municipality shall give the Company written notice of such alleged default and the Company shall have fifteen days from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such fifteen days the Company need only commence cure activities within such fifteen days and shall have a reasonable amount of time after the expiration of the fifteen day period to cure such alleged default. Notwithstanding anything in this Section 16 to the contrary, the Company shall have a reasonable amount of time to cure an alleged default with regard to its obligations regarding disposal of debris and the blockage of traffic.

17. Term.

The Term of this Agreement shall be from the Effective Date until the Company provides notice of the completion of installation of the Constitution Pipeline. The term of the responsibility for repair of Damage will begin on the date of the use of the Roads listed in Exhibit A-1 by Company's Heavy Vehicles for travel to active construction sites and end on the date of the cessation of use by Company's Heavy Vehicles for such purposes. Multiple periods of use by Company's Heavy Vehicles may begin and end during the installation of the Constitution Pipeline. Company will prepare, notify and update in writing a schedule of time periods of use by Company's Heavy Vehicles. Multiple pre and post use inspections will be necessary. A pre-use inspection of the Roads listed in Exhibit A-1 will record the existing road condition; a post-use inspection within 5 days of the cessation of use by Company's Heavy Vehicles will determine if any Damage has occurred during the specific time period of use by Company's Heavy Vehicles. Should Damage be identified that was not previously identified during the pre-use inspection, appropriate repairs will be completed. Upon completion of the repairs, the Municipality will issue a letter accepting the repairs and release the Company from damages that may occur from normal wear and tear until the next scheduled time period of use by Company's Heavy Vehicles for each Road. Should additional Road Damage not be identified, a letter from the

Municipality will release the Company from the responsibility of repair of Road Damages of each of the Roads identified in Exhibit A-1 during the time period of use by Company's Heavy Vehicles. A final post-use road inspection will be conducted upon notice of the completion of construction of the Constitution Pipeline to identify Road Damages(as defined in Section 3b) utilizing the following methods: reviewing the latest dated video record, reviewing records of use by Company's Heavy Vehicles during the applicable time periods and by reviewing the various road release dates. Damages (as defined in Section 3b) associated with the time periods of Company's Heavy Vehicle use by Company (not including normal wear and tear) will be repaired as set forth in this Agreement.

IN WITNESS WHEREOF, Company and the Municipality have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

Constitution Pipeline Company, LLC

County of Broome

By: _____
Name: Alan R. Berenbrok, Road Engineer

By: _____
Name: Title: _____

Date: _____

Date: _____

Exhibit A-1

Road Name	Jurisdiction	Mileage
CR 28 - Old Route 17 from the intersection with SR 41 to the intersection with Gulf Summit Road	Broome	2.21
CR 241 - N. Sanford Road from the intersection with Clark Road to the intersection with SR 41.	Broome	2.23

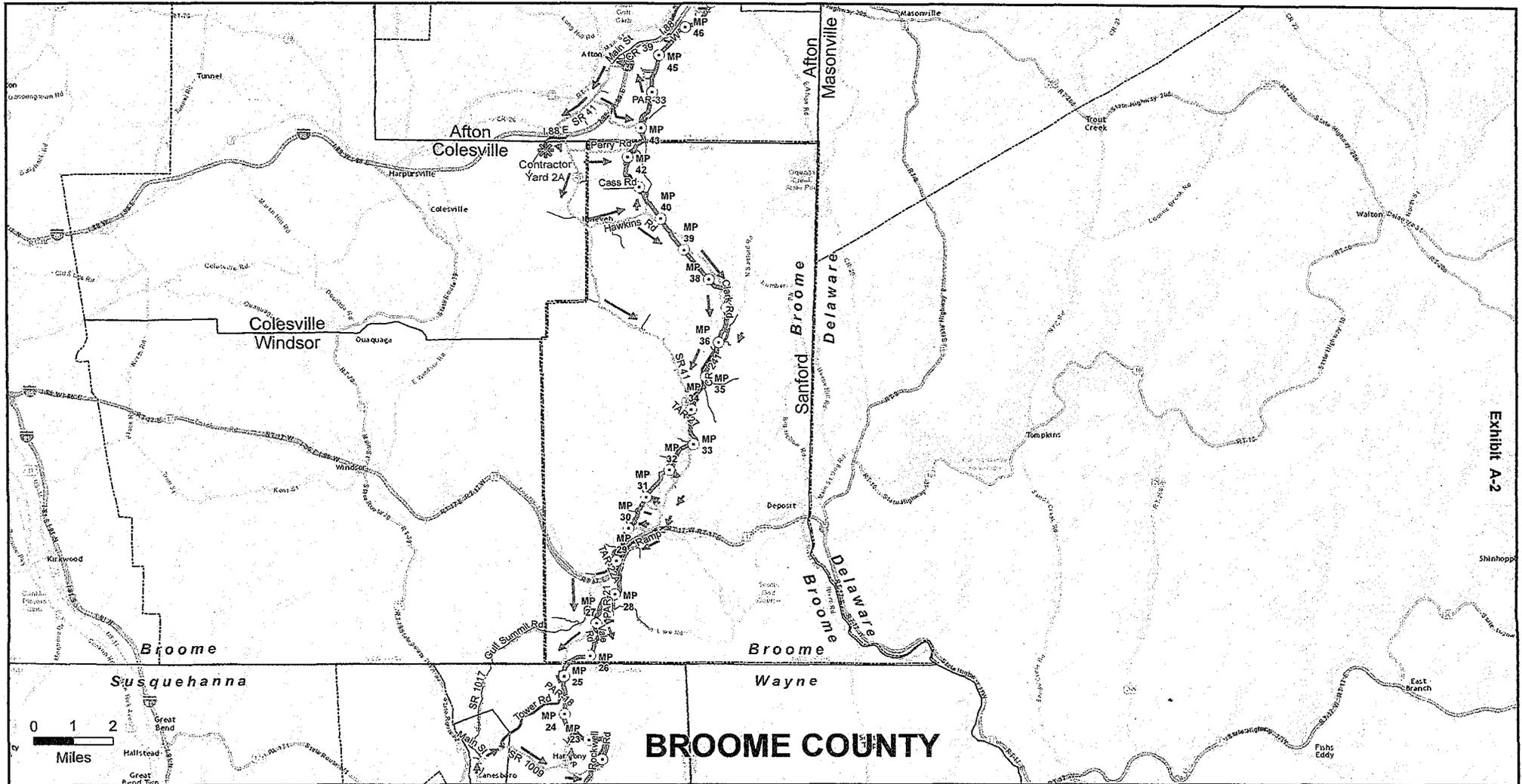


Exhibit A-2

	Proposed Constitution Pipeline		Contractor Yards		State Roads
	Proposed Access Roads		LOADED TRUCKS		
	Unloaded Routes		Loaded Routes		
	Town		Town		
	County		County		

BROOME COUNTY

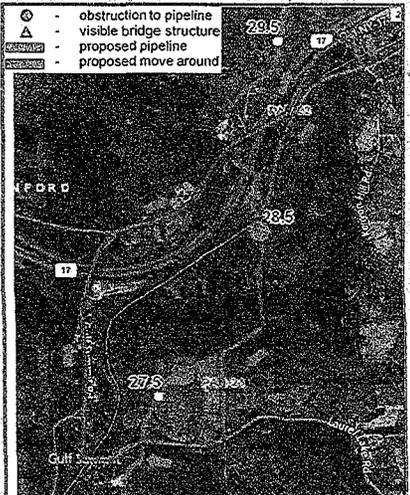
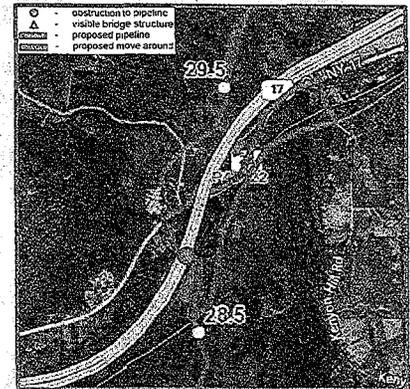
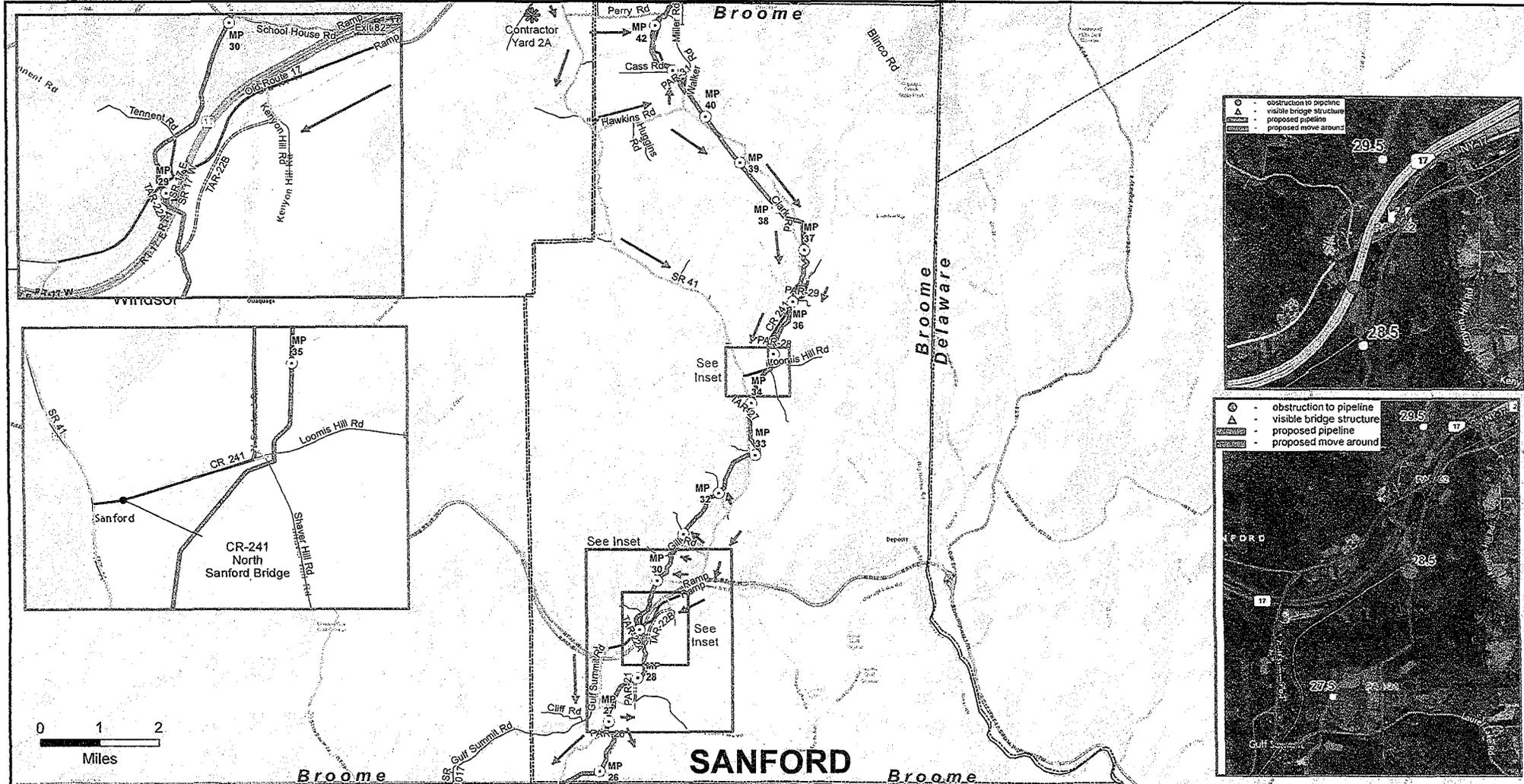
PROPOSED TRAFFIC ROUTES



DRAWN BY: JAH
PROJECT NO: 12C4181
DATE: 2/16/2016

**CONSTITUTION PIPELINE
CONSTRUCTION
SPREAD MAPS**





Proposed Constitution Pipeline	LOADED TRUCKS	Contractor Yards
Proposed Access Roads	State Roads	
Unloaded Routes	Loaded Routes	
Town	Town	
County	County	

PROPOSED TRAFFIC ROUTES



DRAWN BY: JAH
PROJECT NO: 12C4181
DATE: 2/16/2016

**CONSTITUTION PIPELINE
CONSTRUCTION
SPREAD MAPS**



Exhibit B
Repair Techniques

Paved Surface:

Base Repair (hot mix areas)	Surface Repair (Gouges, track marks)	Base Repair (cold mix areas)
Mill four inches in depth to the limits of the repair as field located	Chip seal in accordance with NYDOT Section 405 full lane width in the area of the surface damage	Mill four inches in depth to the limits of the repair as field located
Install two inches of NYDOT Section 402 19 mm hot mix	NYDOT hot mix (shim) may be applied in areas of minor depressions at the Municipality's direction	Install four inches of NYDOT Section 405 cold mix bituminous pavement, Type 2 and chip seal the surface
Install two inches of NYDOT 9.5 mm hot mix		Seal surface in accordance with NYDOT Section 405
Seal edges with NYDOT joint sealant		

Exception: if base failure area requires excavation and stone, a reasonable field determination will be made for depth and size of the repair. Also, field adjustments for paved surfaces and base may be made upon mutual agreement.

Chip Seal Surface:

Loss of surface material:	Base Repair:(excess rutting or base failure)
Install NYDOT Section 410 Bituminous Surface Treatment in areas where existing surface material loss is greater than 50%.	Profile the roadway by a full depth reclamation to a depth of 8 inches using a calcium chloride binder.
Spot chip seal repairs will be applied on an as needed basis	Install a NYDOT double chip seal over the reprofiled area

Aggregate and Dirt Surfaces:

Regrade and reshape rutted aggregate and dirt surfaces	Apply dust control as determined to be necessary. Water or commercial dust control material
Repair ditch lines as necessary	Furnish and install 4 inches of crusher run aggregate in the areas of repair.

Scope of repairs will be field inspected and compared to the existing conditions as recorded by Road video collected prior to the start of the use of each Road by Company's Heavy Vehicles. A copy will be provided to the Municipality for use of comparison to the Municipality video should the Municipality choose to prepare its own video record.

Should temperatures or seasonal restrictions apply, the Municipality may elect to waive temperature and seasonal restrictions or delay the repairs until Section 402 and 410 specifications can be met.

Notifications:

1. Company will notify and provide updates to the Municipality of the project schedule and the approximate time periods Company's Heavy Vehicles will be using the Municipality's Roads
2. Company will request a pre-use inspection of the Roads listed in the Road Use Agreement by the Municipality Representatives and Company representatives for identification of any existing Road damage prior to the time period of use by Company's Heavy Vehicles.
3. Company will request a post-use inspection of the roads listed in the Road Use Agreement by the Municipal Representatives and Company representatives for identification of any new Road damage associated with the time period of use by Company's Heavy Vehicles.

Completion:

Upon completion of the pipeline construction, Company will contact the Municipality to schedule the final inspection of the roads listed in the Road Use Agreement for release of the Roads from the Road Use Agreement and or identification of repairs.

Attachment _____

Road Inspection and Release

Where As the County of Broome has inspected and approved the necessary repairs on
_____ Road on _____ 20 _____

The County of Broome hereby releases Company from the Road Use Maintenance Agreement dated
_____ 20 _____ from any future road repairs from the following date:
_____ 20 _____.

County of Broome

Signature

Printed Name

Intro No. 46
Date 2/18/16
Reviewed by P.N.O.A.
Co. Attorney
Date 1/29/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-79
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Public Works & Transportation Committee
Seconded by: Hon. Stephen J. Flagg

RESOLUTION AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF DICKINSON FOR SHARED SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, PARKS, RECREATION AND YOUTH SERVICES

WHEREAS, the Commissioner of Public Works, Parks, Recreation and Youth Services requests authorization for an intermunicipal agreement with the Town of Dickinson for shared services for the Department of Public Works, Parks, Recreation and Youth Services, pursuant to the terms of intermunicipal agreement attached hereto as Exhibit "A", commencing on January 1, 2016, and

WHEREAS, said shared services intermunicipal agreement will allow for cooperative highway services between the Town of Dickinson and Broome County, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an intermunicipal agreement with the Town of Dickinson, 531 Old Front Street, Binghamton, New York 13905, for shared services for the Department of Public Works, Parks, Recreation and Youth Services, with terms of intermunicipal agreement attached hereto as Exhibit "A", commencing on January 1, 2016, and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

[Signature]
Clerk, County Legislature
County of Broome

Date 2/19 2016

**Intermunicipal Agreement Regarding the
Provision of Cooperative Highway Services**

THIS AGREEMENT, made and entered into _____, 201__, between the County of Broome ("County"), a municipal subdivision of the State of New York situate, with its principal office at 60 Hawley Street, P.O. Box 2062, Binghamton, New York 13902, and the Town of Dickinson ("Town"), a municipal subdivision of the State of New York, with its principal office at 531 Old Front Street, Binghamton, New York 13905,

WITNESSETH:

WHEREAS, both parties currently own and maintain various public streets, roadways, and sidewalks within their respective municipalities, and

WHEREAS, from time to time said streets, roadways, and sidewalks are in need of maintenance and repair, and

WHEREAS, each party has certain available manpower, machinery and equipment to provide such maintenance and repair but from time to time requires additional machinery and equipment for such services, and

WHEREAS, the parties are desirous of contracting with each other for the purpose of sharing such equipment with each other and the attendant savings achieved thereby,

NOW, THEREFORE, IT IS HEREBY AGREED, by the County and Town as follows:

1. Both parties hereto authorize their respective Commissioner of Public Works ("Commissioner") to exchange resources including equipment, facilities, and personnel ("cooperative services") subject to the following conditions.
2. The exchange of cooperative services is strictly voluntary and should not in any way hamper or delay the work within the provider municipality.

3. The municipality providing cooperative services shall:

- a. Be responsible for injury to any of its employees if it is a workers' compensation injury.
- b. Pay its personnel as it would if the work were performed for the provider municipality.
- c. Be liable for negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the performance of their duties for the provider municipality.
- d. Be responsible for all repairs to its equipment except those caused by the negligence of the receiver (borrower) of equipment. If participants cannot agree on responsibility for payment, the matter shall be subject to review by arbitration as provided in 7 below.
- e. Keep records of the days and hours (as appropriate) that cooperative services were used and provide copies of this documentation to the receiver for verification.

4. The receiver municipality shall:

- a. Provide fuel, lubrication, oil, minor repairs and materials as needed during the course of use of equipment and, if necessary, food for the operator.
- b. Be responsible for coordinating the safe and efficient use of borrowed equipment and personnel and be responsible for releasing this equipment as soon as it is not needed.
- c. Reciprocate to the provider municipality relating to the cooperative services when requested to do so.
- d. Release this equipment in the event the provider requires the use of the equipment.

5. The term of this agreement shall be from year to year and shall be automatically extended each year unless either party notifies the other on or before December 1 prior to that year that said municipality wishes to withdraw from the agreement in the ensuing calendar year.

6. Both parties do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
7. Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.
8. Each party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.
9. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.
10. The County Executive has executed this agreement pursuant to a resolution adopted by the County Legislature at a meeting thereof held on _____, 2016. The Town Supervisor has executed this agreement pursuant to a resolution adopted by the County Legislature at a meeting thereof held on _____, 2016. This Agreement shall be

executed in duplicate, with one copy permanently filed, after execution thereof, with the County Clerk's Office and the other permanently with the Town Clerk.

11. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto at the addresses set forth in the "Agreement" paragraph at the beginning hereof.
12. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
13. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
14. This agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the County of Broome has caused its corporate seal to be affixed hereto and these presents to be signed by the County Executive and Commissioner of Public Works, duly authorized to do so, and to be attested to by the Clerk of the County Legislature, and the Town of Dickinson has caused its corporate seal to be affixed hereto and these presents to be signed by the Town Supervisor and Commissioner of Public Works, duly authorized to do so, and to be attested to by the Town Clerk.

SEAL of Broome County

BROOME COUNTY

Debra A. Preston, County Executive

Daniel A. Schofield, Commissioner of Public Works

Aaron M. Martin, Broome County Legislative Clerk

SEAL of Town of Dickinson

TOWN OF DICKINSON

Michael A. Marinaccio, Town Supervisor

Joel R. Kie, Commissioner of Public Works

Susan Cerretani, Town Clerk

Intro No. 47
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 1-29-2016

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-80
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Economic Development, Education & Culture and Finance Committees

Seconded by: Hon. Jason E. Shaw

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH NY WIRED FOR EDUCATION, INC., FOR PROFESSIONAL ON-LINE TRAINING SERVICES FOR THE OFFICE OF EMPLOYMENT AND TRAINING FOR 2016-2017

WHEREAS, this County Legislature, by Resolution 167 of 2015, authorized an agreement with NY Wired for Education, Inc., for professional on-line training services for the Office of Employment and Training at an amount not to exceed \$25,000 for the period April 1, 2015 through March 31, 2016, and

WHEREAS, said services are necessary to improve job skills of youth, adults, unemployed, underemployed, incumbent workers and businesses, and

WHEREAS, said agreement expires by its terms on March 31, 2016, and it is desired at this time to renew said agreement on substantially similar terms and conditions, for an amount not to exceed \$25,000 for the period April 1, 2016 through March 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with NY Wired for Education, Inc., 251 Fuller Road, Suite 150, Albany, New York 122030-3698 for professional on-line training services for the Office of Employment and Training for the period April 1, 2016 through March 31, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$25,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 33020006.6004254.3310192/3310193/3310194 (Contracted Training), and be it

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

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]

Clerk, County Legislature
County of Broome

Intro No. 48
Date 2/16/18
Reviewed by
Co. Attorney MS
Date 2/11/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-81
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: Public Works & Transportation and Finance Committees

Seconded by: Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH THE AGENCY
(BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY) FOR THE ACQUISITION OF
LAND IN THE BROOME CORPORATE PARK**

WHEREAS, this County Legislature, by Resolution 549 of 2015, authorized an agreement with The Agency (Broome County Industrial Development Agency) for the acquisition of twenty acres of land in the Broome Corporate Park at a cost not to exceed \$100,000 to be paid over twenty years in equal payments, and

WHEREAS, the twenty acre site in the Broome Corporate Park is the location for the construction of a solar power facility, and

WHEREAS, it is necessary to authorize the amendment of said agreement to acquire an additional twenty acres from The Agency at the Broome Corporate Park at no additional cost, and

WHEREAS, the Commissioner of Public Works, Parks, Recreation & Youth Services has requested authorization for said amendments as approved by the Department of Law, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with The Agency (Broome County Industrial Development Agency), for the acquisition of forty acres of land in the Broome Corporate Park as described in attached Exhibit "A", and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$100,000 which shall be paid over twenty years in equal payments, and be it

FURTHER RESOLVED, that the payments herein above authorized shall be made from budget line 15020101.6002001.1010 (Original Acquisition), and be it

FURTHER RESOLVED, that Resolution 549 of 2015, to the extent consistent herewith, shall remain in full force and effect, and be it

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

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

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.

Date sent to County Executive February 19, 2016

Approved Debra Presto
County Executive

Date 2/19, 2016

[Signature]
Clerk, County Legislature
County of Broome

Intro No. 49
Date 2/18/16
Reviewed by
Co. Attorney [Signature]
Date 2/12/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-82
Date Adopted 2/18/16
Effective Date 2/19/16

Sponsored by: All Members

Seconded by: Hon. Stephen J. Flagg

RESOLUTION APPOINTING CINDY L. O'BRIEN AS BROOME COUNTY LEGISLATOR FOR DISTRICT TEN

WHEREAS, the Honorable Jerry F. Marinich resigned effective December 31, 2015, leaving a vacancy in Broome County Legislative District 10, and

WHEREAS, Section 205, Article II of the Broome County Charter states "a vacancy occurring in the County Legislature, otherwise than by expiration of term, shall be filled by an affirmative vote of a majority of the members thereof, who shall appoint a qualified person to fill the vacancy having the same political affiliation as the person last elected to that office. The term of such person so appointed in a nonelection year shall be until the commencement of the calendar year next succeeding the first general election after the happening of the vacancy. If the vacancy occurs after September 20 of any nonelection year, then the term of such person shall be until the commencement of the second calendar year next succeeding the first general election after the happening of the vacancy. If the vacancy occurs during an election year, the office shall be filled until the expiration of the current term of that office. Such appointee shall be a resident elector of the district he represents at the time of his appointment and throughout his term of office", and

WHEREAS, Cindy L. O'Brien is a resident elector of Broome County Legislative District 10, has the same political affiliation as the last person elected, and is a person deemed qualified to be appointed to be the County Legislator in and for Broome County Legislative District 10, and

WHEREAS, the Republican Committee has recommended Cindy L. O'Brien to succeed Legislator Jerry F. Marinich, which recommendation has been accepted by the Majority Caucus of the Broome County Legislature, now, therefore, be it

RESOLVED, that Cindy L. O'Brien, 829 Oak Hill Road, Binghamton, New York 13901, be and hereby is appointed as Broome County Legislator in and for Broome County Legislative District 10, for a term as provided in Section 205, Article II of the Broome County Charter, and be it

FURTHER RESOLVED, that such appointment shall be effective February 18, 2016, provided the appointee is then duly qualified to serve as Legislator of the County of Broome, pursuant to the laws of the State of New York and the Charter of the County of Broome.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of February, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of February, 2016.
Date sent to County Executive February 19, 2016

Approved [Signature]
County Executive

Date 2/19, 2016

[Signature]

Clerk, County Legislature
County of Broome