

Intro No. 1  
Date 1/21/16  
Reviewed by CDs  
Co. Attorney  
Date 1/4/16

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

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

**Sponsored by:** Economic Development, Education & Culture and Finance Committees  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH THE BROOME COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR EMPIRE STATE DEVELOPMENT HURRICANE IRENE-TROPICAL STORM LEE FLOOD MITIGATION PROGRAM FUNDING FOR 2012-2014**

WHEREAS, this County Legislature, by Resolution 320 of 2013, authorized agreements with the Towns of Union, Vestal and Windsor and the Broome County Soil and Water Conservation District for Empire State Development Hurricane Irene-Tropical Storm Lee Flood Mitigation Program funding at a total cost not to exceed \$653,032.42, for stream restoration projects, for the period July 13, 2012 through December 31, 2014, and

WHEREAS, the Broome County Soil and Water Conservation District received an amount not to exceed \$215,719.71 out of the total for stream restoration projects, and

WHEREAS, it is necessary to authorize the amendment of said agreement to extend the term of the agreement with the Broome County Soil and Water Conservation District to December 31, 2016 at no additional cost, and

WHEREAS, the Director of Planning 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 Broome County Soil and Water Conservation District, 1163 Front Street, Binghamton, New York 13905, for Empire State Development Hurricane Irene-Tropical Storm Lee Flood Mitigation Program funding for stream restoration projects, for the period July 13, 2012 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 \$215,719.71 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 37000007.6004522.3710072 (Contracted Services), and be it

FURTHER RESOLVED, that Resolution 320 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 2  
Date 1/21/16  
Reviewed by  
Co. Attorney [Signature]  
Date 12-30-2015

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

Permanent No. 2016-2  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Economic Development, Education & Culture and Finance Committees  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF LABOR FOR LEASE OF SPACE FROM THE OFFICE OF EMPLOYMENT AND TRAINING FOR 2016-2019**

WHEREAS, the Director of Employment and Training requests authorization for an intermunicipal agreement with the New York State Department of Labor for lease of space from the Office of Employment and Training with revenue to the County in the amount of \$4,562.50 per month, for the period January 1, 2016 through December 31, 2019, and

WHEREAS, said intermunicipal agreement is necessary to sub-lease 5,000 sq. ft. of space at 171-175 Front Street to the New York State Department of Labor to conduct programing, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an intermunicipal agreement with the New York State Department of Labor, Empire State Plaza, 41<sup>st</sup> Floor Corning Tower, Albany, New York 12242, for lease of space from the Office of Employment and Training for the period January 1, 2016 through December 31, 2019, and be it

FURTHER RESOLVED, that in consideration of said services, the Contractor shall pay the County rent in the amount of \$4,562.50 per month for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be credited to budget line 33020006.5000460.3310120 (Rental of Real Property), and be it

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

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

Date 1/25, 2016

[Signature]  
Clerk, County Legislature  
County of Broome

Intro No. 3  
Date 1/21/16  
Reviewed by Co. Attorney CD5  
Date 1/4/16

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

Permanent No. 2016-3  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Economic Development, Education & Culture and Finance Committees  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING ACCEPTANCE OF EMPIRE STATE DEVELOPMENT FUNDS FOR THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT FOR 2016-2020**

WHEREAS, the Director of Planning requests authorization to accept Empire State Development (ESD) Funds for the construction of the Regional Farmers Market for Department of Planning and Economic Development in the amount of \$300,000 for the period January 1, 2016 through December 31, 2020, and

WHEREAS, said ESD funding will be used towards the construction of the Regional Farmer's Market located at Cornell Cooperative Extension of Broome County, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance and expenditure of \$300,000 from Empire State Development, Southern Tier Regional Office, 44 Hawley Street, Binghamton, New York 13901, for the construction of the Regional Farmers Market for Department of Planning and Economic Development for the period January 1, 2016 through December 31, 2020, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to revenue line 37000007.5000808.4320032 (Other State Aid), 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

Approved [Signature]  
County Executive  
Date 1/25, 2016

[Signature]  
Clerk, County Legislature  
County of Broome

Intro No. 4  
Date 1/21/16  
Reviewed by CDS  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-4  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Public Works & Transportation, Education, Culture & Recreation and Finance Committees

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH NELSON\NYGAARD CONSULTING ASSOCIATES, INC., FOR PROFESSIONAL SERVICES FOR THE BROOME METROPOLITAN AND TRANSPORTATION STUDY (BMTS) FOR 2015**

WHEREAS, this County Legislature, by Resolution 77 of 2015, as amended by Resolution 224 of 2015, authorized an agreement with Nelson\Nygaard Consulting Associates, Inc., for professional services for BMTS at a cost not to exceed \$94,998, for the period April 1, 2015 through December 31, 2015, and

WHEREAS, said agreement is necessary for the completion of the City of Binghamton Downtown Parking Study, and

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

WHEREAS, the Director of the Broome Metropolitan and Transportation Study (BMTS) 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 Nelson\Nygaard Consulting Associates, Inc., 77 Franklin Street, 10th Floor, Boston, Massachusetts 02110, to extend the term of the agreement for professional services, for BMTS at no additional cost to the County, for the period April 1, 2015 through December 31, 2016, and be it

FURTHER RESOLVED, that Resolutions 77 and 224 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 5  
Date 1/21/16  
Reviewed by [Signature]  
Co. Attorney  
Date 1-4-2016

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

Permanent No. 2016-5  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH BROOME-TIOGA BOCES FOR LEASE OF SPACE FROM THE OFFICE OF EMPLOYMENT AND TRAINING FOR 2015-2016**

WHEREAS, the Director of the Office of Employment and Training requests authorization for a memorandum of understanding agreement with Broome-Tioga BOCES for lease of space from the Office of Employment and Training (OET) with revenue to the County in the amount of \$10.95 per sq. ft., total amount not to exceed \$8,124.90 per annum, for the period July 1, 2015 through June 30, 2016, and

WHEREAS, said agreement is necessary to provide Broome-Tioga BOCES with space to conduct daily Adult Basic Education and High School Equivalency testing at the Broome Tioga Workforce NY Career Center, with OET being reimbursed for the use of space, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a memorandum of understanding agreement with Broome-Tioga BOCES, 435 Glenwood Road, Binghamton, New York 13905, for lease of space from the Office of Employment and Training, for the period July 1, 2015 through June 30, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the Contractor shall pay the County an amount not to exceed \$10.95 per sq. ft., total amount not to exceed \$8,124.90 per annum for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be credit to budget line 33020006.331087.6004111.3131 (Land & Building Rental), and be it

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

COUNTY OF BROOME ) ss:  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25 2016

Intro No. 6  
Date 1/21/16  
Reviewed by CD5  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-6  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Economic Development, Education & Culture and Finance Committees  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING ACCEPTANCE OF A CDBG FOREST VIEW MOBILE HOME WASTE WATER TREATMENT GRANT FOR THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT FOR 2015-2017**

WHEREAS, the Director of Planning requests authorization to accept a CDBG Forest View Mobile Home Waste Water Treatment Grant for the Department of Planning and Economic Development and adopt a program budget in the amount of \$126,549 for the period December 10, 2015 through December 11, 2017, and

WHEREAS, said program funding will be used to replace the Forest View Waste Water Treatment Plant, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$126,549 from New York State Homes and Community Renewal Housing Trust Fund Corporation, 38-40 State Street, Hampton Plaza, 4<sup>th</sup> Floor, Albany, New York 12207 for the Department of Planning and Economic Development's CDBG Forest View Mobile Home Waste Water Treatment Grant for the period December 10, 2015 through December 11, 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 \$126,549, 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 )  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved *Delvin Rust*  
County Executive

*[Signature]*  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

#6

Exhibit A

CDBG -Forest View Mobile Home Waste Water Treatment Grant  
Proposed Budget

<u>Appropriations</u>	<u>Department</u>	<u>Account</u>	<u>Project</u>	<u>Amount</u>
Contracted Services	37000007	6004255	TBD	10,949.00
Personnel Services Chargebacks	37000007	6004610	TBD	5,000.00
Other Program Expenses	37000007	6004147	TBD	<u>110,600.00</u>
			<i>Appropriation Total</i>	126,549.00
<u>Revenues</u>	<u>Department</u>	<u>Account</u>	<u>Project</u>	<u>Amount</u>
Federal Aid - Other	37000007	5000901	TBD	<u>126,549.00</u>
			<i>Revenue Total</i>	126,549.00

Intro No. 7  
Date 1/21/16  
Reviewed by AB  
Co. Attorney  
Date 1/21/16

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

Permanent No. 2016-7  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Economic Development, Education & Culture Committee

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE BROOME COUNTY AGRICULTURAL AND FARM LAND PROTECTION BOARD**

WHEREAS, Daniel J. Reynolds, Chairman of the Broome County Legislature, pursuant to the authority vested in him by Article 25AA of the Agriculture and Markets Law, has duly designated and appointed the following named individuals to membership on the Broome County Agricultural and Farm Land Protection Board, subject to confirmation by this County Legislature:

<u>Name</u>	<u>Term Expiring</u>
Anne Lee 225 Howland Hill Road Berkshire, New York 13736	New Appointment Active Farmer December 31, 2016 (Unexpired term of Jerry Michael)
Dawn Alfano Jada Hill Farm 106 Kelsey Road Deposit, New York 13754	New Appointment Active Farmer December 31, 2016 (Unexpired term of James Worden)

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 Article 25AA of the Agriculture and Markets Law, does hereby confirm the appointments of the above-named individuals to membership on the Broome County Agricultural and Farm Land Protection Board for the terms indicated, in accordance with their appointment by the Legislative Chair.

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016



Intro No. 8  
Date 1/21/16  
Reviewed by [Signature]  
Co. Attorney  
Date 12/31/15

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

Permanent No. 2016-8  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

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
Robert A. O'Brien	13-814	C-Binghamton	24 Duke St	161.38-2-7	49*150	210	\$ 7,985.00
24 Duke St							
Binghamton NY 13903							
<u>Hathsadon Soumpolpandy &amp;</u>	13-225	C-Binghamton	52 Dickinson St	144.79-5-20	43*180	210	\$ 586.00
Kham M. Vongkhamchanh							
52 Dickinson St							
Binghamton NY 13905							
<u>Joseph Ross-Jones</u>	13-494	C-Binghamton	121 Beethoven St	160.29-1-36	55*100	220	\$ 1,531.00
379 Sterling Pl Brooklyn NY 11238							
<u>Michael Shea</u>	13-345	C-Binghamton	1 Fairview Terr	145.71-3-35	50*129	210	\$ 9,270.00
1 Fairview Ter Binghamton NY 13904							
Skylar Bouck	13-116	C-Binghamton	26 Ogden St	144.51-3-42	74*91	210	\$ 6,843.00
26 Ogden St Binghamton NY 13901		Sellback	Installment				
Michele Vivyan	14-416	C-Binghamton	80 Kneeland Ave	159.44-4-1	63*85	210	\$ 11,101.00
80 Kneeland Ave Binghamton NY 13905							
Charles A & Yergie E. Grover	13-164	C-Binghamton	32 May St	144.70-1-6	40*165	210	\$ 7,483.00
32 May St Binghamton NY 13905							

Intro No. 9  
 Date 1/21/16  
 Reviewed by AKH  
 Co. Attorney  
 Date 12/10/15

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

Permanent No. 2016-9  
 Date Adopted 1/21/2016  
 Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING ADJUSTMENT TO DELINQUENT TAXES IN THE TOWN OF BARKER**

WHEREAS, the Director of Real Property is requesting authorization for the Director of the Office of Management and Budget to execute any and all adjustments to delinquent tax bills, tax records and property records in accordance with all applicable laws for the following property and for the reason stated, 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 delinquent tax bills, tax records and property records for the following property and for the reason stated:

Parcel ID/Tax Map No.:	047.00-1-20	
Address:	664 Hyde Street	
Town/Village	Town of Barker	
Owner:	Michael and Tracy Altemose	
Reason	Agricultural exemption in the amount of \$114,589 was not applied	
	Incorrect Tax	Correct Tax
County	\$2,380.47	\$1,536.75
Ambulance	68.11	68.11
Highway	328.76	328.76
School Re-levy	5,868.43	3,788.45
Fire	218.85	218.85
Total	\$8,864.62	\$5,940.92
		plus penalty & interest

COUNTY OF BROOME ) ss.  
 STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
 County Executive

[Signature]  
 Clerk, County Legislature  
 County of Broome

Date 1/25 2016

Intro No. 10  
Date 1/21/16  
Reviewed by Lois  
Co. Attorney  
Date 12/20/15

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

Permanent No. 2016-10  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Health & Human Services Committee  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME COUNTY HEALTH ADVISORY BOARD**

WHEREAS, Debra A. Preston, County Executive, pursuant to the authority vested in her by Article VII, Section 703 of the Broome County Charter and Code has duly designated and appointed the following named individual to membership on the Broome County Health Advisory Board, for the term indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Dr. Kevin Drumm 351 Port Road Binghamton, New York 13901	12/31/2019 New Appointment

and

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

RESOLVED, that this County Legislature, pursuant to the provisions of Article VII, Section 703 of the Broome County Charter and Code, hereby confirms the appointment of the above-named individual to membership on the Broome County Health Advisory Board for the term indicated, in accordance with his appointment by the County Executive.

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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 11  
Date 1/21/16  
Reviewed by MS  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-11  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Personnel and Finance Committees  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION EXTENDING HEALTH INSURANCE BENEFITS TO CERTAIN EMPLOYEES OF THE CENTRAL FOODS DIVISION AND WILLOW POINT NURSING HOME DIETARY DIVISION**

WHEREAS, a number of employees will be leaving County Government due to the County entering into a contract with Aramark for food service operations, and

WHEREAS, it is desired to extend County health insurance benefits to these departing employees, and

WHEREAS, the 2016 Adopted County Budget included funds to cover costs associated with said extension, now, therefore, be it

RESOLVED that employees of the Central Food Division and Willow Point Nursing Home Dietary Division involuntarily leaving County employment due to the County entering into a contract with Aramark shall be entitled to maintain their current health insurance for one month following the date of termination, and be it

FURTHER RESOLVED, that for those employees of the Central Food Division and Willow Point Nursing Home Dietary Division involuntarily leaving County employment due to the County entering into a contract with Aramark who are at least fifty-two years of age and have been employed full time for at least seven years shall be entitled to maintain their current health insurance for three years following the date of termination or until they become eligible for retiree health insurance whichever occurs first, and be it,

FURTHER RESOLVED, that each employee who elects to continue their health insurance pursuant to this resolution shall be required to pay the required employee share of the health insurance premium.

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 12  
Date 1/21/16  
Reviewed by  
Co. Attorney [Signature]  
Date 1/21/16

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

Permanent No. 2016-12  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Personnel and Finance Committees  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING A LABOR AGREEMENT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) FOR 2015-2019**

WHEREAS, the County of Broome, under the provisions of the Civil Service Law (Taylor Law), has heretofore recognized Civil Service Employees Association as an employee organization for those certain Broome County employees represented by said Union, and

WHEREAS, this County Legislature, by Resolution No. 318 of 2010, authorized a written agreement with Civil Service Employees Association setting forth the terms and conditions of employment for those employees represented by said Union for the period January 1, 2010 through December 31, 2014, and

WHEREAS, a tentative agreement has been reached with Civil Service Employees Association for the period January 1, 2015 through December 31, 2019, and

WHEREAS, it is desired at this time to renew said labor agreement on the terms and conditions set forth in the Memo of Agreement on file with the Clerk of this Legislature, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Civil Service Employees Association Local 804 Broome County Unit 6150, setting forth the terms and conditions of employment for those employees represented by said Union, for the period January 1, 2015 through December 31, 2019, and be it

FURTHER RESOLVED, that said agreement shall be upon substantially similar terms and conditions as the 2010-2014 written labor agreement with the exception of those changes listed on Exhibit "A" attached hereto, 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.

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25 2016

**BROOME COUNTY & CSEA Broome County Unit 6150**  
**2015-2019 Labor Agreement**

**TENTATIVE AGREEMENT**

October 30, 2015

---

**Term:** 2015-2019

**Health:** 2015: 20% employee contribution  
2016: 20% employee contribution  
2017: 20% employee contribution  
2018: 20% employee contribution  
2019: 20% employee contribution

- Employees hired after the ratification of this contract will contribute **22%**.
- Employees hired after the ratification of this contract who elect health insurance will be signed up for the Advantage Plan. Those employees shall remain on the Advantage Plan until they have reached **three (3) years** of service. Once they have reached **three (3) years** of service, those employees may elect a different health plan during the next open enrollment period if they choose to do so.

**Longevity:** Employees hired after the ratification of this contract will receive longevity beginning their fifteenth (15) year of service.

**Wages:**

2016: 1.25% across the board increase  
2017: COLA\* increase not to exceed 2.5%, but no less than 1.75%  
2018: COLA\* increase not to exceed 2.5%, but no less than 2.0%  
2019: COLA\* increase not to exceed 2.75%, but no less than 2.25%

\* COLA increase shall be equal to the calculated Northeast CPI-U (All Urban Consumers) from the twelve month period of July through June of the preceding two years calculated out to the 100<sup>th</sup> place value.

- Minimum salaries on the CSEA schedule will increase in 2017 and 2019 by the same amount as the wage increase listed above for that year.
- Employees hired after the ratification of this contract will receive step increases of 2% over a ten (10) year period. Those step increases will occur every other year starting with their second anniversary and occurring every other year after that for a total of five (5) steps over ten (10) years.
- Article 18, 1h- Shift Differential- Increase as follows:  
**2<sup>nd</sup> Shift- \$.55/hr (was \$.40)**
- Article 18, 1i- Shift Differential- Increase as follows:  
**3<sup>rd</sup> Shift- \$.60/hr. (was \$.45)**

## Page 2- County & CSEA 2015-2019 Tentative Agreement

- Article 18, 1j,- Shift Differential- Increase as follows:
  - **Certified Nursing Assistant**
    - \$.75/hr 2<sup>nd</sup> shift (was \$.40)
    - \$.65/hr 3<sup>rd</sup> shift (was \$.50)
  - **Nurses (LPN, SLPN, RPN, SRPN, Charge Nurse)**
    - \$1.20/hr 2<sup>nd</sup> shift (was \$.85)
    - \$.75/hr 3<sup>rd</sup> shift (was \$.60)

**Shift Differential increases to be effective after ratification by both parties**

### Parking

- Article 10, change the first sentence to read as follows: “The parking fee for employees required to pay for parking at the County Office Building will be \$20 per month. At such time as a new parking rate is instituted for County Administrative personnel, CSEA’s rates will increase to that rate as well.

### Rehire-Reinstatement

- Article 43 (1): **delete “the same job title”** in the first sentence.

### Clean up

- **Delete “paralegal”** out of the list of represented positions.
- Article 7 – Step 3
  - **Delete the second to last sentence.**
  - Change the last sentence to “The Public Employer representatives shall be the County Executive, or some County official that he **or she** may designate.”
- Change Article 8(g) to read: “The cost of the hearing officer before whom said charges shall be heard shall be borne equally between the CSEA and the County. The Charge for any stenographic record shall be equally borne between CSEA and the County.”
- Clean up Article 19- sections 1 and 2 to be more comprehensive as mutually agreed upon. One option would include moving the first sentence on page 19 to page 18 under Article 19, section 1(a) and then renumber paragraph 2 to 1b, paragraph 1b to 2a, and paragraph 2a to 2b.



Intro No. 13  
Date 1/21/16  
Reviewed by Co. Attorney [Signature]  
Date 1/4/16

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

Permanent No. 2016-13  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE GENERAL SERVICES ADMINISTRATION (GSA) FOR SECURITY SERVICES AT THE GSA HILLCREST DEPOT FOR THE DEPARTMENT OF PUBLIC WORKS DIVISION OF SECURITY FOR 2014-2016**

WHEREAS, this County Legislature, by Resolution 410 of 2014, authorized renewal of the agreement with General Services Administration (GSA) for security services at the GSA Hillcrest Depot with revenue to the County at the rate of \$36.80 per hour, for nine hours per week, total amount not to exceed \$17,222.40 for the period December 1, 2014 through November 30, 2015, and

WHEREAS, said agreement is necessary for Broome County Division of Security to provide road patrol inspections and security services at the Hillcrest Depot, and

WHEREAS, said agreement expired by its terms on November 30, 2015, and it is desired at this time to renew said agreement on substantially similar terms and conditions, with revenue to the County at the rate of \$37.20 per hour, for four and one half hours per week, total amount not to exceed \$8,704.80, for the period December 1, 2015 through November 30, 2016, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with U. S. General Services Administration, Binghamton U. S. Courthouse & Federal Building, 15 Henry Street, Binghamton, New York 13901, for security services at the GSA Hillcrest Depot provided by the Department of Public Works Division of Security, and be it

FURTHER RESOLVED, that in consideration of said services, the Contractor shall pay the County \$37.20 per hour for four and one half hours per week, total amount not to exceed \$8,704.80 for the term of the agreement, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 22000203.5000230 (Security Services-Outside Users), and be it

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

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

Date sent to County Executive January 22, 2016  
Approved [Signature]  
County Executive  
Date 1/25 2016

[Signature]  
Clerk, County Legislature  
County of Broome

Intro No. 14  
Date 1/21/16  
Reviewed by AGS  
Co. Attorney  
Date 12/30/15

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

Permanent No. 2016-14  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Public Safety & Emergency Services Committee  
**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE STOP-DWI ADVISORY BOARD**

WHEREAS, Debra A. Preston, County Executive, pursuant to the authority vested in her by Resolution 492 of 1981 has duly designated and appointed the following named individual to membership on the STOP-DWI Advisory Board, for the term indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
James Sheerin 16 Nadine Way Johnson City, New York 13790	12/31/2018

and

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

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 492 of 1981, hereby confirms the appointment of the above-named individual to membership on the STOP-DWI Advisory Board for the term indicated, in accordance with his 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

15

Exhibit A

Summary of 2016 Law Enforcement Funding

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

Intro No. 16  
Date 1/21/16  
Reviewed by  
Co. Attorney MS  
Date 1/4/16

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

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

**Sponsored by:** Public Safety & Emergency Services and Finance Committees

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING ACCEPTANCE OF A HAZMAT PREPAREDNESS PROGRAM GRANT FOR THE OFFICE OF EMERGENCY SERVICES AND ADOPTING A PROGRAM BUDGET FOR 2015-2016**

WHEREAS, the Director of Emergency Services requests authorization to accept a HazMat Preparedness Program Grant and adopt a program budget in the amount of \$11,740 for the period September 30, 2015 through September 30, 2016, and

WHEREAS, said program grant provides funding for consultant costs for hazard analysis and to build a response pre-plan to rail incidents with an emphasis on a crude oil response plan, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$11,740 from the New York State Division of Homeland Security and Emergency Services, 1220 Washington Avenue, Building 7A, Albany, New York 12242, for the Office of Emergency Services' HazMat Preparedness Program Grant for the period September 30, 2015 through September 30, 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 \$11,740, and be it

FURTHER RESOLVED, the Office of Emergency Services is authorized to accept and allocate additional HazMat Preparedness Program funds, for the period September 30, 2015 through September 30, 2016, 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 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

Date 1/25, 2016

[Signature]

Clerk, County Legislature  
County of Broome

**EMERGENCY SERVICES**  
**HOMELAND SECURITY PROGRAM GRANT**  
**FY15 Haz Mat Prep Grant**  
**9/30/15-9/30/16**  
**Project Number 2010040**  
**Project Code 1011**

\$11,740.00	ORIGINAL S/0	<b>BUDGET LINE APPROPRIATIONS</b>	<b>Budgeted</b>
	6004572	CONSULTANTS	11,740
		<b>Total Grant Program Appropriations</b>	<b>11,740</b>
		<b>REVENUE</b>	
Revenue	5000908	HOMELAND SECURITY	11,740
		<b>Total Grant Program Revenue</b>	<b>11,740</b>

Intro No. 17  
Date 1/21/16  
Reviewed by  
Co. Attorney COS  
Date 1/4/16

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

Permanent No. 2016-17  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TETRA TECH, INC. TO PROVIDE EMERGENCY PLANNING EXERCISE, RESPONSE AND COST RECOVERY FOR THE OFFICE OF EMERGENCY SERVICES 2015-2016**

WHEREAS, Warren County advertised RFP WC 37-15 to provide Warren County with assistance in emergency planning, exercise, response and cost recovery, and

WHEREAS, the Warren County Director of Emergency Services has awarded the contract to Tetra Tech, Inc., and

WHEREAS, the Broome County Director of Emergency Services would like to exercise its option to use Warren County's award and authorize an agreement with Tetra Tech, Inc. for assistance in emergency planning, exercise, response and cost recovery on an as needed basis, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Tetra Tech, Inc., 1000 The American Road, Morris Plains, New Jersey 07950 for assistance in emergency planning, exercise, response and cost recovery on an as needed basis, for the period June 19, 2015 through June 18, 2016, with the option for four one-year renewals under the same terms and conditions, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor at the rates listed on Exhibit "A" for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from various Emergency Services budget lines, and be it

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

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

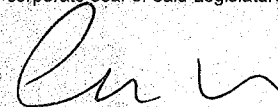
I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved   
County Executive

Date 1/25, 2016

  
Clerk, County Legislature  
County of Broome

# Exhibit A

WC 37-15 REQUEST FOR PROPOSALS TO PROVIDE WARREN COUNTY WITH EMERGENCY PLANNING,  
EXERCISE, RESPONSE AND COST RECOVERY

DATE: MAY 14, 2015

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

## PROPOSAL

PROPOSAL OF: Tetra Tech, Inc.  
COMPANY NAME

TO: Julie A. Butler, Purchasing Agent  
Warren County Human Services Building  
1340 State Route 9  
Lake George, NY 12845

The undersigned having carefully examined the specifications and having to their satisfaction ascertained all the facts concerning these specifications, herewith submits the following attached proposal.

Table 1. Debris Program Management Hourly Rates

Proposed Staff Titles	Hourly Rate
Field Project Manager	\$78.00
Deputy Field Project Manager/Technical Support	\$68.00
Operations Manager	\$62.00
Health and Safety Officer	\$62.00
Data Manager	\$58.00
Billing/Invoice Manager	\$52.00
GIS Operator	\$52.00
Field Supervisor	\$45.00
Billing/Invoice Analyst	\$42.00
Disposal Site Monitor	\$36.00
Collection Monitor	\$36.00
Citizen Drop-Off Site Monitor	\$36.00
Project Coordinator	\$37.00
Load Ticket Data Entry Clerk	\$35.00
Call Center Staff	\$35.00



Table 2. Emergency Management Consulting/Planning Hourly Rates

Proposed Staff Titles	Hourly Rate
Administrative Specialist I	\$47.00
Administrative Specialist II	\$50.00
Research Assistant	\$54.00
Proposal Coordinator	\$56.00
Comm. Technician	\$59.00
Help Desk Operator	\$65.00
Administrative Specialist III	\$67.00
Research Assistant II	\$69.00
Service Center/Logistics Specialist	\$71.00
Analytical Aide	\$75.00
Planning Aide	\$83.00
Project Control Specialist	\$86.00
Oracle Database Administrator	\$88.00
Consulting Aide	\$93.00
Assistant Planner/ Scientist/Assessor/Analyst	\$98.00
Program Planner/ Scientist/Assessor/Analyst	\$103.00
System Administrator	\$108.00
Law Enforcement Subject Matter Expert/Trainer	\$113.00
Consultant/Planner/ Scientist/Assessor/Analyst I	\$118.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	\$128.00
Public Assistance/Grant Management Consultant	\$128.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	\$138.00
Senior Oracle DBA	\$141.00
Senior Planner/ Assessor/Scientist/Analyst	\$148.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/Public Information Specialist	\$153.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	\$161.00
Senior Public Assistance/Grant Management Consultant	\$148.00
Project/Program Manager/Supervising Public Assistance Consultant	\$178.00
Senior Program Manager	\$195.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$213.00
Principal in Charge/Executive Consultant/Planner/ Scientist/Assessor	\$228.00
Subject Matter Expert	\$247.00
Senior FEMA Appeals Specialist	\$353.00

Intro No. 18  
Date 1/21/16  
Reviewed by CDS  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-18  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Public Safety & Emergency Services and Finance Committees

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDING FROM THE GOVERNOR'S TRAFFIC SAFETY COMMITTEE FOR THE DEPARTMENT OF PROBATION'S IGNITION INTERLOCK DEVICE MONITORING PROGRAM FOR 2015-2016**

WHEREAS, the Director of Probation requests authorization to accept Governor's Traffic Safety Committee funding in the amount of \$135 per Probation case sentencing order received which requires an Ignition Interlock Device, for the Department of Probation's Ignition Interlock Device Monitoring Program for the period October 1, 2015 through September 30, 2016, total amount not to exceed \$56,430 for the Department of Probation, and

WHEREAS, said funding will help defray the costs of implementing Leandra's Law and the supervision and monitoring associated with Ignition Interlock Devices, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$135 per Probation case sentencing order received which requires an Ignition Interlock Device, from the New York State Division of Criminal Justice Services, 80 South Swan Street, Albany, New York 12210-8001 for the Department of Probation's Ignition Interlock Device Monitoring Program for the period October 1, 2015 through September 30, 2016, total amount not to exceed \$56,430 for the Department of Probation, and be it

FURTHER RESOLVED, that the Department of Probation's reimbursement funding authorized above shall be credited to budget line 21010003.5000946 (Probation 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, 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 19  
Date 1/21/16  
Reviewed by DeS  
Co. Attorney  
Date 12/30/15

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

Permanent No. 2016-19  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Public Safety & Emergency Services Committee

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE BROOME COUNTY  
CRIMINAL JUSTICE ADVISORY BOARD**

WHEREAS, Debra Preston, Broome County Executive, pursuant to the authority vested in her by Resolution 61 of 1985 has duly designated and appointed the following named individuals to membership on the Broome County Criminal Justice Advisory Board, for the terms indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Raini Baudendistel, M.A. 697 Nurse Hollow Road Afton, New York 13730	12/31/16 Re-appointment
James D. Dadamio 115 Depot Hill Rd Port Crane, New York 13833	12/31/16 Re-appointment
Sheriff David Harder 155 Lt. VanWinkle Drive Binghamton, New York 13905	12/31/16 Re-appointment
F. Paul Battisti 5 Crestmont Road Binghamton, New York 13905	12/31/16 Re-appointment
Arthur Johnson 95 Phelps Avenue Binghamton, NY 13901	12/31/16 Re-appointment
Steven Cwikla 81 Lincoln Avenue Johnson City, New York 13790	12/31/16 Re-appointment
Jay Wilbur 3714 Highview Drive Endwell, New York 13760	12/31/16 Re-appointment
Christopher Marion P.O. Box 1766 Binghamton, New York 13902	12/31/16 Re-appointment
Joseph T. Zikuski 38 Hawley Street Binghamton, New York 13901	12/31/16 Re-appointment

Intro No. 19  
Date 1/21/15  
Reviewed by  
Co. Attorney \_\_\_\_\_  
Date \_\_\_\_\_

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

Permanent No. 2016-19  
Date Adopted 1/21/2016  
Effective Date 1/25/16

Joseph F. Cawley P.O. Box F-1766 Binghamton, New York 13902	12/31/16 Re-appointment
Lorraine Wilmot P.O. Box 1766 Binghamton, New York 13902	12/31/16 Re-appointment
Stacey Labarre 24 Ketchum Road Conklin, New York 13748	12/31/16 Re-appointment
Jeffrey Pryor 6 Linden Street Binghamton, New York 13904	12/31/16 Re-appointment
Stephen Cornwell 45 Hawley Street Binghamton, New York 13901	12/31/16 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 61 of 1985, confirms the appointments of the above-named individuals to membership on the Broome County Criminal Justice Advisory Board for the terms indicated, in accordance with their appointment by the County Executive.

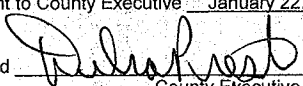
COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

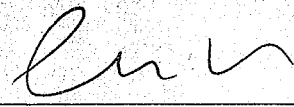
I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved   
County Executive

  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 20  
Date 1/21/16  
Reviewed by Deja Schmidt  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-20  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING ACCEPTANCE OF A US MARSHALS FALCON PROGRAM GRANT FOR THE OFFICE OF THE SHERIFF AND ADOPTING A PROGRAM BUDGET FOR 2015-2016**

WHEREAS, the Sheriff requests authorization to accept a US Marshals Falcon Program Grant for the Office of the Sheriff and adopt a program budget in the amount of \$28,000 for the period October 1, 2015 through September 30, 2016, and

WHEREAS, said program grant provides overtime reimbursement for Deputies, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$28,000 from the US Marshals Service, 310 Federal Plaza, Islip, New York 11722 for the Office of the Sheriff's US Marshals Falcon Program Grant for the period October 1, 2015 through September 30, 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 \$28,000, 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Exhibit A

20

GRANT NAME: US Marshals FALCON 2015-2016 JLEO-16-0178  
DEPARTMENT: Sheriff's Office  
TERM: 10/03/2015-09/30/2016  
DEPT. ID: 23020403  
PROJECT CODE: 2310136

<u>PERSONNEL</u>	<u>DESCRIPTION</u>	<u>PROPOSED BUDGET</u>
a/c 6001003	Salary - OT	\$ 28,000.00
	TOTAL PERSONNEL EXPENSES	<u>\$ 28,000.00</u>
 <u>REVENUE</u>		
a/c 5000907	Public Safety Grants-Federal	\$ 28,000.00
	TOTAL GRANT REVENUE	<u>\$ 28,000.00</u>

\*Grant does not reimburse Fringe Benefits. **Estimated** salary-based fringe benefits expenses are:

State Retirement (28.20% of Salary-OT)	\$ 7,896.00
Social Security (7.65% of Salary-OT)	2,142.00
Total Estimated Unreimbursed Fringe Benefits	<u>\$ 10,038.00</u>

Intro No. 21  
Date 1/21/16  
Reviewed by NLS  
Co. Attorney  
Date 12/30/15

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

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

**Sponsored by:** Public Safety & Emergency Services and Finance Committees

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH CRIME VICTIMS ASSISTANCE CENTER, INC. CHILD ADVOCACY CENTER FOR PROFESSIONAL SERVICES FOR THE OFFICE OF THE DISTRICT ATTORNEY FOR 2016-2017**

WHEREAS, this County Legislature, by Resolution 468 of 2013 authorized renewal of the agreement with Crime Victims Assistance Center, Inc. Child Advocacy Center for professional services for the Office of the District Attorney at an amount of \$8,000 per year, total amount not to exceed \$16,000 for the period January 1, 2014 through December 31, 2015, and

WHEREAS, said agreement is necessary to provide multi-disciplinary interviews of children who are alleged to have been physically or sexually abused and to provide support for the victims, and

WHEREAS, said agreement expired by its terms on December 31, 2015, and it is desired at this time to renew said agreement on substantially similar terms and conditions, for an amount not to exceed \$8,000 per year, total amount not to exceed \$16,000, for the period January 1, 2016 through December 31, 2017, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes renewal of the agreement with Crime Victims Assistance Center, Inc. Child Advocacy Center, 377 Robinson Street, P.O. Box 836, Binghamton, New York 13902 for professional services for the Office of the District Attorney for the period January 1, 2016 through December 31, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor the amount of \$8,000 per year, total amount not to exceed \$16,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 06000001.6004146 (Subcontracted Program Expense), and be it

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

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016:

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

Date 1/25, 2016

[Signature]  
Clerk, County Legislature  
County of Broome

Intro No. 23  
 Date 1/21/16  
 Reviewed by Co. Attorney RLS  
 Date 1/21/15

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

Permanent No. 2016-23  
 Date Adopted 1/21/2016  
 Effective Date 1/25/16

**Sponsored by:** Finance, Public Works & Transportation Committees  
**Seconded by:** Hon. Jason E. Shaw

**RESOLUTION AMENDING THE 2015 CAPITAL IMPROVEMENT PROGRAM COMPUTER EQUIPMENT REPLACEMENT/UPDATE PROJECT**

RESOLVED, that the 2015 Capital Improvement Program is hereby amended as follows:

FROM:

Code	Project Name	Total	Estimated Construction Cost:			County
			Other	Federal		
1020022	COMP EQUIP REPLACE / UPDATE	\$900,000	0			\$900,000
		Local Finance Law Section 11			How Financed:	
		Year Start	YPU	LFL	Bond	Current Revenue
		2015	5	32	\$900,000	0

TO:

Code	Project Name	Total	Estimated Construction Cost:			County
			Other*	Federal		
1020022	COMP EQUIP REPLACE / UPDATE	\$968,270	\$68,270	0		\$900,000
		Local Finance Law Section 11			How Financed:	
		Year Start	YPU	LFL	Bond	Current Revenue
		2015	5	32	\$900,000	\$68,2760

\*Energy Reimbursements

FURTHER RESOLVED, that the Director of the Office of Management and Budget is hereby authorized to make a short term, non-interest bearing loan from the General Fund and/or the Enterprise Fund to provide sufficient cash to proceed, and be it

FURTHER RESOLVED, that the Director of the Office of Management and Budget and Comptroller are hereby authorized to process any paperwork necessary to implement the intent of this Resolution.

COUNTY OF BROOME ) ss.  
 STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
 County Executive

[Signature]  
 Clerk, County Legislature  
 County of Broome

Date 1/25, 2016



Intro No. 24  
Date 1/21/16  
Reviewed by  
Co. Attorney RJA  
Date 1/4/16

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

Permanent No. 2016-24  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING THE INCLUSION OF SHEA DRIVE IN THE TOWN OF MAINE IN THE BROOME COUNTY HIGHWAY SYSTEM MAP**

WHEREAS, the Commissioner of Public Works requests that Shea Drive in the Town of Maine, as described and pictured in Exhibit "A" be included in the Broome County Highway System Map pursuant to Highway Law, Section 115, and that it be designated as County Road 250, and

WHEREAS, the inclusion of this road in the Broome County Highway System Map as proposed will allow for County maintenance thereof in accordance with Highway Law, Section 115, and

WHEREAS, the inclusion of Shea Drive in the Broome County Highway System Map has been identified as a Type II action under the New York State Environmental Quality Review Act because it has no substantial effect on the environment, and therefore be it

FURTHER RESOLVED, that the Commissioner of Public Works be, and hereby is directed to make the necessary changes to the map detailing the County Highway System so that Shea Drive in the Town of Maine as described and pictured in Exhibit "A" be included in the County Highway System, and be it

FURTHER RESOLVED, that Shea Drive shall be designated as County Road 250, and be it

FURTHER RESOLVED, that the Commissioner of Public Works be, and is hereby directed to file the amended version of the County Highway System Map with the County Clerk and with his own office.

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

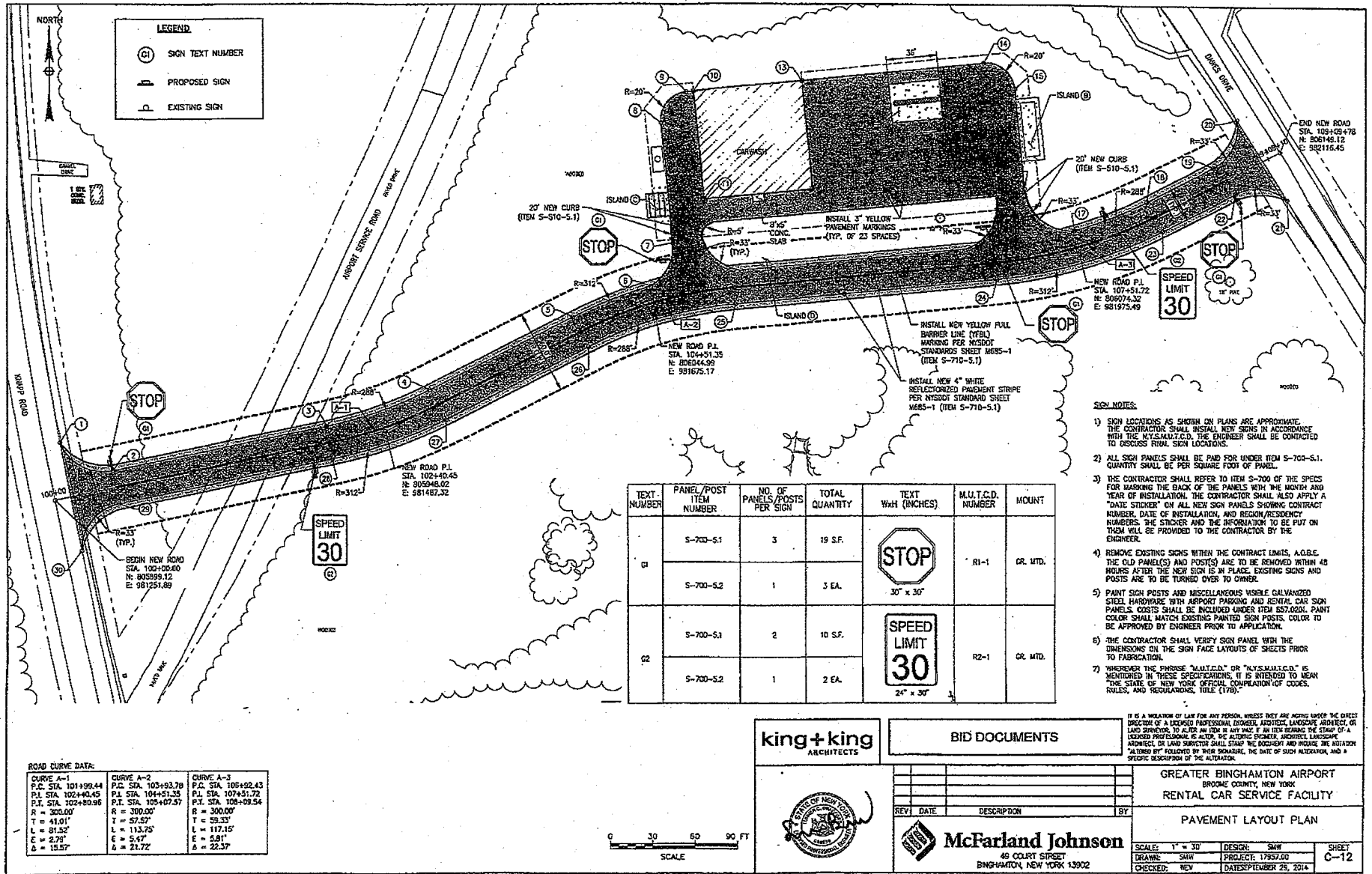
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016.



**ROAD CURVE DATA**

CURVE A-1	CURVE A-2	CURVE A-3
P.C. STA. 101+89.44	P.C. STA. 103+83.79	P.C. STA. 105+82.43
P.T. STA. 102+40.45	P.T. STA. 104+51.35	P.T. STA. 107+51.72
P.I. STA. 102+80.96	P.I. STA. 105+07.57	P.I. STA. 108+09.54
R = 300.00'	R = 300.00'	R = 300.00'
T = 41.01'	T = 67.57'	T = 68.33'
L = 81.52'	L = 113.75'	L = 117.15'
E = 2.79'	E = 5.47'	E = 5.81'
Δ = 15.57°	Δ = 21.72°	Δ = 22.37°

TEXT NUMBER	PANEL/POST ITEM NUMBER	NO. OF PANELS/POSTS PER SIGN	TOTAL QUANTITY	TEXT WHH (INCHES)	M.U.T.C.D. NUMBER	MOUNT
G1	S-700-S1	3	19 SF.		R1-1	GR. MTD.
	S-700-S2	1	3 EA.	30" x 30"		
G2	S-700-S1	2	10 SF.		R2-1	GR. MTD.
	S-700-S2	1	2 EA.	24" x 30"		

- SIGN NOTES:**
- SIGN LOCATIONS AS SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL INSTALL NEW SIGNS IN ACCORDANCE WITH THE M.U.T.C.D. THE ENGINEER SHALL BE CONTACTED TO DISCUSS FINAL SIGN LOCATIONS.
  - ALL SIGN PANELS SHALL BE PAID FOR UNDER ITEM S-700-S1. QUANTITY SHALL BE PER SQUARE FOOT OF PANEL.
  - THE CONTRACTOR SHALL REFER TO ITEM S-700 OF THE SPECS FOR MARKING THE BACK OF THE PANELS WITH THE MONTH AND YEAR OF INSTALLATION. THE CONTRACTOR SHALL ALSO APPLY A "DATE STICKER" ON ALL NEW SIGN PANELS SHOWING CONTRACT NUMBER, DATE OF INSTALLATION, AND REGION/RESIDENCY NUMBERS. THE STICKER AND THE INFORMATION TO BE PUT ON THEM WILL BE PROVIDED TO THE CONTRACTOR BY THE ENGINEER.
  - REMOVE EXISTING SIGNS WITHIN THE CONTRACT LIMITS, A.G.B.E. THE OLD PANEL(S) AND POST(S) ARE TO BE REMOVED WITHIN 48 HOURS AFTER THE NEW SIGN IS IN PLACE. EXISTING SIGNS AND POSTS ARE TO BE TURNED OVER TO OWNER.
  - PAINT SIGN POSTS AND MISCELLANEOUS VISIBLE GALVANIZED STEEL HARDWARE WITH ASPHALT PARKING AND RENTAL CAR SIGN PANELS. COSTS SHALL BE INCLUDED UNDER ITEM 857.0200. PAINT COLOR SHALL MATCH EXISTING PAINTED SIGN POSTS. COLOR TO BE APPROVED BY ENGINEER PRIOR TO APPLICATION.
  - THE CONTRACTOR SHALL VERIFY SIGN PANEL WITH THE DIMENSIONS ON THE SIGN FACE LAYOUTS OF SHEETS PRIOR TO FABRICATION.
  - WHENEVER THE PHRASE "M.U.T.C.D." OR "M.U.S.M.U.T.C.D." IS MENTIONED IN THESE SPECIFICATIONS, IT IS INTENDED TO MEAN "THE STATE OF NEW YORK OFFICIAL COMPILATION OF CODES, RULES, AND REGULATIONS, TITLE (17B)".

king + king ARCHITECTS

BID DOCUMENTS

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE AGENT UNDER THE DIRECT DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER OR ADD TO ANY PART OF ANY DRAWING THE STAMP OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND PROVIDE THE SIGNATURE "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A BRIEF DESCRIPTION OF THE ALTERATION.

king + king ARCHITECTS

STATE OF NEW YORK

McFarland Johnson  
49 COURT STREET  
BINGHAMTON, NEW YORK 13902

GREATER BINGHAMTON AIRPORT  
BROOME COUNTY, NEW YORK  
RENTAL CAR SERVICE FACILITY

PAVEMENT LAYOUT PLAN

SCALE: 1" = 30'

DESIGN: SAH  
PROJECT: 17857.00  
CHECKED: REV DATE: SEPTEMBER 28, 2014

SHEET C-12

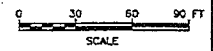


EXHIBIT A

94

Intro No. 25  
Date 1/21/16  
Reviewed by Co. Attorney RMDA  
Date 1/4/16

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

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

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

**RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH MCFARLAND JOHNSON FOR PROFESSIONAL DESIGN SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, RECREATION AND YOUTH SERVICES FOR 2014-2016**

WHEREAS, this County Legislature, by Resolution 168 of 2015, as amended by Resolution 185 of 2015, authorized an agreement with McFarland Johnson, Inc., for professional design services for the Department of Public Works, Recreation and Youth Services at a cost not to exceed \$534,765 for the period June 1, 2014 through December 31, 2016, and

WHEREAS, said agreement is necessary for design work associated with the Airport Road (CR 96) Reconstruction Project (DPW Project No. HW1201/NYS DOT-PIN 9753.77), and

WHEREAS, it is necessary to authorize the amendment of said agreement to increase the not to exceed amount by \$709,124 to add construction inspection and administrative services for the Airport Road Reconstruction Project and extend the term of the agreement to June 30, 2017, and

WHEREAS, the Deputy Commissioner of Engineering 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 McFarland Johnson, Inc., PO Box 1980, Binghamton New York 13902 increase the not to exceed amount by \$709,124 to add construction inspection and administrative services for the Airport Road Reconstruction Project for the period June 1, 2014 through June 30, 2017, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor \$1,243,889, for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 29010105.6002201.2920077 (Road), and be it

FURTHER RESOLVED, that Resolutions 168 and 185 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 26  
Date 1/21/16  
Reviewed by Co. Attorney Kevin R. Smith  
Date 1/4/16

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

Permanent No. 2016-26  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES AT THE COLESVILLE LANDFILL FOR THE DIVISION OF SOLID WASTE MANAGEMENT FOR 2009-2015**

WHEREAS, this County Legislature, by Resolution 70 of 2009, as amended by Resolutions 92 of 2010, 84 of 2011, 53 and 522 of 2012, 66 of 2013, and 22 and 549 of 2014, authorized an agreement with ARCADIS of New York, Inc. for professional engineering services at the Colesville Landfill for the Division of Solid Waste Management at an amount not to exceed \$1,246,200, for the period March 1, 2009 through December 31, 2015, and

WHEREAS, said agreement is necessary for the continued implementation, operation and maintenance of the groundwater cleanup and water quality monitoring, including improvements/testing as required by the United States Environmental Protection Agency, and

WHEREAS, it is necessary to authorize the amendment of said agreement to increase the not to exceed amount by \$23,630 and extend the term of the agreement through December 31, 2016, 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 ARCADIS of New York, Inc., Two Huntington Quadrangle, Suite 1S10, Melville, New York 11747 for professional engineering services for the Division of Solid Waste Management to increase the not to exceed amount by \$23,630 and extend the term of the agreement 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 \$1,269,830, for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 38010007.6004573.3820038 (Other Fees for Service), and be it

FURTHER RESOLVED, that Resolutions 70 of 2009, 92 of 2010, 84 of 2011, 53 and 522 of 2012, 66 of 2013, and 22 and 549 of 2014, 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 27  
Date 1/21/16  
Reviewed by RWA  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-27  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

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## 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")<sup>1</sup>; 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

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<sup>1</sup> 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  
5<sup>th</sup> 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  
6<sup>th</sup> 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	4.3 Miles
North Road	2.3 Miles
Kent Street	2.4 Miles

The Haul Routes are as shown on Exhibit A-2

## Exhibit A-1

### Broome County Road Haul Road List and Mileage:

Fox Farm Road	3.6 Miles
Trim Street	4.3 Miles
North Road	2.3 Miles
Kent Street	2.4 Miles

The Haul Routes are as shown on Exhibit A-2



**Exhibit A-2**

See attached route map



**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 022063141

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 Oblige,

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 Oblige.

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 Oblige, 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. 7177322

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOW 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 Haddock, 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  
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.



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

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.

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.

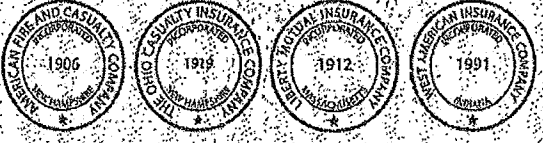
**ARTICLE XIII - Execution of Contracts - SECTION 6. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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, wherever 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



LIMITED POWER OF ATTORNEY

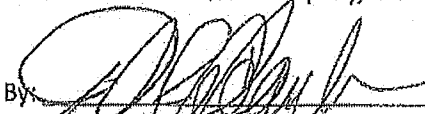
KNOW ALL MEN BY THESE PRESENTS, that Williams Field Services Company, LLC a Delaware limited liability company, having its principal place of business at One Williams Center, Tulsa, Oklahoma, hereinafter referred to as the "Company", does hereby make, constitute and appoint TIMOTHY BUCCI, JOSEPH LEE, 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, 2015.

Attest:

  
William H. Gault  
Assistant Secretary

Williams Field Services Company, LLC

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, 2015.

[SEAL]



  
William H. Gault  
Assistant Secretary

Intro No. 28  
Date 1/21/16  
Reviewed by R. O. A.  
Co. Attorney  
Date 1/4/16

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

Permanent No. 2016-28  
Date Adopted 1/21/2016  
Effective Date 1/25/16

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

**RESOLUTION AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR SHARED SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, PARKS, RECREATION AND YOUTH SERVICES FOR 2016**

WHEREAS, the Commissioner of Public Works, Parks, Recreation and Youth Services requests authorization for an intermunicipal agreement with the New York State Department of Transportation (NYSDOT) 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", for the period January 1, 2016 through December 31, 2016, and

WHEREAS, said shared services intermunicipal agreement will allow for NYSDOT to provide emergency assistance to the County in the absence of a Governor's Emergency Declaration for services or materials that are valued at or less than \$10,000 to be reimbursed through in-kind trade at a future time, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an intermunicipal agreement with the New York State Department of Transportation (NYSDOT), Region 9, 112 Barlow Road, Binghamton, New York 13904, for shared services for the Department of Public Works, Parks, Recreation and Youth Services, with terms of intermunicipal agreement attached hereto as Exhibit "A", for the period January 1, 2016 through December 31, 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

28

**SHARED SERVICES AGREEMENT**

Between

NYSDOT and \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_, 201\_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the \_\_\_\_\_, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT - Region \_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Resident Engineer - \_\_\_\_\_ County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Highway Superintendent

NYSDOT - Region \_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director of Operations

**SCHEDULE A**

**NYSDOT**

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: Not to exceed \$10,000.

**MUNICIPALITY**

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: Not to exceed \$10,000.

Intro No. 29  
Date 1/21/16  
Reviewed by  
Co. Attorney [Signature]  
Date 1-4-2016

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

Permanent No. 2016-29  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Health & Human Services and Finance Committees

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR VACCINATION AND TESTING SERVICES PROVIDED BY THE BROOME COUNTY HEALTH DEPARTMENT FOR 2016**

WHEREAS, the Director of Public Health requests authorization for an agreement with the New York State Unified Court System for vaccination and testing services provided by the Broome County Health Department with revenue estimated at \$500 for the period January 1, 2016 through December 31, 2016, and

WHEREAS, said agreement is necessary for the Clinics Division at the Broome County Health Department to provide Hepatitis B vaccinations and PPD tests and readings to court officers and employees who may be at risk to exposure, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the New York State Unified Court System, 25 Beaver Street, New York, New York 10004 for vaccination and testing services provided by the Broome County Health Department for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the Contractor shall pay the County \$10.96 per each PPD (TB test), \$10.96 per each PPD (TB) reading and \$62.49 per each Hepatitis B vaccination, total amount estimated at \$500 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be credited to budget line 25020004.5000118 (Fees for 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

Date 1/25, 2016

[Signature]  
Clerk, County Legislature  
County of Broome

Intro No. 30  
Date 1/21/16  
Reviewed by  
Co. Attorney [Signature]  
Date 12/10/15

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

Permanent No. 2016-30  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Health & Human Services Committee

**Seconded by:** Hon. Stephen J. Flagg

**RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE BROOME COUNTY OFFICE FOR AGING ADVISORY BOARD**

WHEREAS, Debra A. Preston, Broome County Executive, pursuant to the authority vested in her by Resolution 165 of 1973, has duly designated and appointed the following named individuals to membership on the Broome County Office for Aging Advisory Board, for the terms indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Cynthia Burger 110 Walters Road Whitney Point, New York 13862	12/31/2018
Michael Danaher 40 W. Glann Road Apalachin, New York 13732	12/31/2018
William Tomic 56 Lincoln Avenue Binghamton, New York 13905	12/31/2018
Pamela Klesse 12 Towpath Street Port Crane, New York 13833	12/31/2018

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 165 of 1973, confirms the appointments of the above-named individuals to membership on the Broome County Office for Aging Advisory Board for the terms 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 21st day of January, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25, 2016

Intro No. 33  
Date 1/21/16  
Reviewed by  
Co. Attorney RLS  
Date 1/21/16

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

Permanent No. 2016-33  
Date Adopted 1/21/2016  
Effective Date 1/25/16

**Sponsored by:** Health & Human Services and Finance Committees

**Seconded by:** Hon. Matthew J. Pasquale

**RESOLUTION AUTHORIZING THE EXTENSION OF THE LEASE OF 225 FRONT STREET FOR USE BY THE HEALTH DEPARTMENT**

WHEREAS, this Legislature by Resolution 402 of 2014 authorized a renewal of the Lease of 225 Front Street for use by the Health Department for the period of January 1, 2015 through December 31, 2019, and

WHEREAS, the County desires to extend this lease for an additional one year period through December 31, 2020, with no increase in rent, now, therefore, be it,

RESOLVED, that this County Legislature authorizes the extension of the agreement with 225 Front Street, LLC for the lease of premises commonly known as 225 Front Street through December 31, 2020, and be it

FURTHER RESOLVED, that during the term of this agreement the County shall continue to pay the landlord \$433,780 per year for the term of this extension, and be it

FURTHER RESOLVED, that the payments herein above authorized shall be made from budget line 25010004.6004111.1010 (Building and Land Rental), and be it

FURTHER RESOLVED, that Resolution 402 of 2014, 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 or purpose of this Resolution.

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 22nd day of January, 2016.

Date sent to County Executive January 22, 2016

Approved [Signature]  
County Executive

[Signature]  
Clerk, County Legislature  
County of Broome

Date 1/25 2016