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NOV 14 2022

AGREEMENT

TOWN OF BINGHAMTON
VICKIE A. CONKLIN
TOWN CLERK

THIS AGREEMENT (this "Agreement") is made as of the ____ day of November, 2022, between the TOWN OF BINGHAMTON, a municipal corporation in the State of New York with offices at 279 Park Avenue, Binghamton, New York (the "TOWN") and the TOWN OF BINGHAMTON VOLUNTEER FIRE COMPANY, INC., a fire corporation organized and existing under Article 10 of the Membership Corporation Law and having its principal office at 457 Park Avenue, Binghamton, New York (the "FIRE COMPANY").

WITNESSETH:

WHEREAS, there has been duly established in the Town of Binghamton, a fire protection district known as TOWN OF BINGHAMTON FIRE PROTECTION DISTRICT NO. 1 (the "FIRE PROTECTION DISTRICT"), embracing all of the territory in the Town of Binghamton as such territory is more fully described in the Resolution establishing such district and duly adopted by the Town Board of the TOWN on the 2nd day of October, 1945; and

WHEREAS, following a public hearing duly held in accordance with Section 184 of the Town Law, at the Town Hall at 279 Park Avenue in the Town of Binghamton, and the said Town Board having duly authorized the TOWN to enter into this Agreement with the FIRE COMPANY to provide emergency services as requested through the BROOME COUNTY OFFICE OF EMERGENCY SERVICES ("BCOES"), to the FIRE PROTECTION DISTRICT upon the terms and provisions as hereinafter set forth:

NOW, THEREFORE, the TOWN does engage the FIRE COMPANY to provide emergency services (not including EMS or ambulance services) (the "SERVICES"), as requested through BCOES to the FIRE PROTECTION DISTRICT and the FIRE COMPANY agrees to furnish such emergency services in manner following to wit:

1. The FIRE COMPANY shall at all times during the period of this Agreement be subject to call for attendance upon any call for SERVICES as requested by BCOES occurring in the FIRE PROTECTION DISTRICT, and when notified of an emergency within the FIRE PROTECTION DISTRICT, the FIRE COMPANY shall respond and attend upon the emergency without delay with suitable equipment and personnel, and, if necessary, call for assistance as provided in the Broome County Mutual Aid Agreement, and upon arriving at the scene of the emergency, shall proceed diligently and in every way reasonably suggested to complete mitigation of the incident, and the savings of lives and property in connection therewith. The FIRE COMPANY agrees to maintain adequate and suitable apparatus and appliances for the furnishing of the SERVICES in the FIRE PROTECTION DISTRICT. Notwithstanding anything to the contrary contained herein, the TOWN and the FIRE COMPANY hereby acknowledge and agree that the FIRE COMPANY shall not perform or be expected to perform building inspections.

2. In consideration of the aforementioned SERVICES and equipment to provide the SERVICES, the TOWN shall pay to the FIRE COMPANY all monies collected pursuant to the TOWN tax collection attributed to the FIRE PROTECTION DISTRICT for the sum of Two Hundred Forty Four Thousand Five Hundred Eighty Two Dollars (\$244,582.00) which

sum is to be paid on or about January 31, 2023.

3. The term of this Agreement shall be one (1) year commencing on January 1, 2023 and ending on December 31, 2023. There shall be no automatic renewal of this Agreement and the parties agree to negotiate in good faith, renewals, extensions and modifications to future agreements between the TOWN and FIRE COMPANY.

4. Members of the FIRE COMPANY, while engaged in the performance of the SERVICES and in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as are afforded for Volunteer Firefighters under the Volunteer Firefighters' Benefit Law of the State of New York.

5. The FIRE COMPANY shall maintain Comprehensive General Liability, Automobile Liability and Equipment and Vehicle Insurance to protect it, its agents and personnel, its vehicles, apparatus and equipment and the TOWN from liability for damages and loss which may arise as a result of the SERVICES performed by virtue of this Agreement, in an amount not less than \$1,000,000.00 for personal injury, including death, and for any occurrence of \$500,000.00 for damage to property. The FIRE COMPANY shall furnish the TOWN with a certificate of insurance from a company authorized to do business in the State of New York showing the coverage provided for herein within thirty (30) days upon written request therefor.

6. The TOWN shall not assume responsibility for any loss or damage of any nature which may be sustained to the fire apparatus or other equipment of the FIRE COMPANY unless such loss or damage is as a result of the actions or omissions of the TOWN, its employees, agents or assigns while working in their capacity(ies) as agents for the TOWN.

7. Except as set forth in the Volunteer Firefighters' Benefit Law of the State of New York, the TOWN shall not have responsibility for any injury sustained to the individual members of the FIRE COMPANY in attending to and/or responding to a call or returning from a call in the FIRE PROTECTION DISTRICT. The FIRE COMPANY shall indemnify and hold harmless the TOWN, its successors and assigns, against any and all damages, liabilities or claims of any nature, absolute or contingent, together with all expenses and legal fees, which may be incurred to defend or pay liabilities or claims arising out of or from or related to any activities of the FIRE COMPANY contemplated by this Agreement, except for those damages, liabilities or claims that are contemplated by the Volunteer Firefighters' Benefit Law to be the responsibility of the municipality, in this case the TOWN.

8. The FIRE COMPANY, upon written request by the TOWN, shall furnish, within thirty (30) days of the request therefor, a certificate of insurance in an amount of not less than the amount of the annual payment for SERVICES hereunder from a company authorized to do business in the State of New York, insuring that the treasurer and any other officer of the FIRE COMPANY who will be authorized to receive, handle and/or pay out the funds receivable hereunder, shall faithfully perform his or her duties.

9. Chapter 294 of the Laws of 2017 amended Town Law §176 and Town Law §184 to require that a FIRE COMPANY provide the following documents to the TOWN by September 1, 2023.

- (a) A statement itemizing the estimated costs of the FIRE COMPANY attributable to the provision of services under the 2023 prospective contract. The estimated costs attributable to the provision of services under the 2023 prospective contract itemized in the statement shall include, at a minimum, the following: Supplies; material; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and any other capital costs or budgetary costs.
- (b) If the FIRE COMPANY is required to prepare or have any of the following documents, copies shall also be included with the above statement:
 - (1) The FIRE COMPANY'S most recent annual report of directors pursuant to Not-for-Profit Corporation Law §519;
 - (2) The FIRE COMPANY'S most recent verified certificate pursuant to Not-for-Profit Corporation Law §1402(f);
 - (3) The FIRE COMPANY'S most recent Internal Revenue Service form 990; and
 - (4) The FIRE COMPANY'S most recent annual report pursuant to General Municipal Law 30-a.

10. The FIRE COMPANY shall provide to the TOWN by September 1, 2023, records or statements showing budget cost versus actual costs for years 2021, 2022 and partial year 2023, the details of all reserve accounts for the same time period and the details of the FIRE COMPANY'S proposed contract amount for year 2024.

11. The FIRE COMPANY certifies that it has or will implement a written policy addressing sexual harassment prevention in the workplace and certifies that it will provide annual sexual harassment prevention training to all of its members and employees. The FIRE COMPANY certifies that such policy shall, at a minimum, meet the requirements of section Two Hundred One-g of the Labor Law.

TOWN OF BINGHAMTON

By: _____
Elizabeth Rounds, Supervisor

TOWN OF BIGHAMTON
VOLUNTEER FIRE COMPANY, INC.

By: _____
Kevin Olds, President

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	6	12.30
	Marriage Lic.	MARRIAGE LICENSE FEE	2	35.00
	MISCELLANEOUS CASH	Certified Copies	4	32.00
	Sub-Total:			\$79.30
A2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	25	350.00
		Female, Unspayed	9	198.00
		Male, Neutered	23	322.00
		Male, Unneutered	3	66.00
		Replacement Tags	1	3.00
		Sub-Total:		

Total Local Shares Remitted: \$1,018.30

Amount paid to: NYS Ag. & Markets for spay/neuter program 84.00
 Amount paid to: NYS Environmental Conservation 210.70
 Amount paid to: State Health Dept. For Marriage Licenses 45.00

Total State, County & Local Revenues: \$1,358.00

Total Non-Local Revenues: \$339.70

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Vickie A. Conklin, Town Clerk, Town of Binghamton during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Elizabeth Kraus 11/8/22
Supervisor Date

Vickie A. Conklin 11/1/2022
Town Clerk Date

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TOWN OF BINGHAMTON
VICKIE A. CONKLIN
TOWN CLERK

OFFICE OF CODE ENFORCEMENT
REPORT FOR THE MONTH OF OCT 2022

BUILDING CODE ISSUES

No. of Building Permits Issued	<u>6</u>
No. of Property Maintenance Complaint Calls Received	<u>2</u>
No. of Stop Work Orders Issued	<u>0</u>
No. of Reports of Unsafe Structures	<u>1</u>
No. of ZBA Hearings Held	<u>1</u>
No. of Clean Fill Permits Issued	<u>0</u>
No. of Letters Sent to Violators	<u>4</u>
No. of Phone Calls	<u>81</u>

OTHER CODE RELATED ISSUES

No. of Calls Received about Junk Vehicles	<u>0</u>
No. of Calls Received about Landlord / Tenant Issues	<u>2</u>
No. of Fire Related Calls	<u>1</u>
No. of Vehicle Restoration Permits Issued	<u>0</u>
No. of Letters Sent to Violators	<u>0</u>
No. of Illegal Dumping Incidents	<u>0</u>
No. of Phone Calls	<u>0</u>
No. of Issues Resolved by Phone or in Person	<u>0</u>

DOG CONTROL

No. of Dogs Picked up	_____
No. of Dogs Returned to Owners without the use of Shelter	_____
No. of Dogs Taken to Shelter	_____
No. of Dogs Redeemed from Shelter	_____
No. of Dogs Adopted out of Shelter	_____
No. of Dogs Euthanized	_____
No. of Dogs Hit by Car - Dead	_____
No. of Dogs Hit by Car - Injured	_____
No. of Lost Dogs	_____
No. of Found Dogs	_____
No. of Dog Bites	_____
No. of Complaint Calls Received	_____
No. of Letters Sent to Violators	_____

ADDITIONAL COMMENTS:

Submitted by 

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TOWN OF BINGHAMTON
VICKIE A. CONKLIN
TOWN CLERK

DCO Monthly Report

Report For: October 2022

Dog Pick-up Report:

Number of Dogs Picked-up	<u>5</u>
Number of Dogs Returned to Owner (No Shelter)	<u>2</u>
Number of Dogs Taken to Shelter	<u>3</u>

Comments:

Tarbox/Jackson rd

Shelter Report:

Number of dogs Redeemed by Owner	<u>3</u>
Number of dogs Adopted from Shelter	<u>0</u>
Number of Dogs Euthanized	<u>0</u>

Lost/Injured Report:

Number of Dogs Lost	<u>0</u>
Number of Dogs Found	<u>0</u>
Dogs Injured	<u>0</u>
Bite Reports	<u>0</u>

Complaints & Violations:

Number of Complaints received	<u>2</u>
Anonymous	<u>1</u>
Formal	<u>1</u>
Number of Letters Sent to Violators	<u>3</u>

Unlicensed / Running at large

DCO:

Total vehicle miles	<u> </u>
Total vehicle fuel cost	<u> </u>

Additional Comments:

Submitted By:
DCO: Rick Murray

Date: November 10, 2022

NEW APPLICANT APPROVAL REQUEST

Property Owner(s) Kenneth Gow

Rehabilitated Address 3853 Roberts Road

Size of Household 1 Person(s)

Mobile Home Yes No

Income Verification(s) on file Comments _____

Asset Verification on file Copy of Deed on file

Copy of Land Contract on file n/a Owner's Name: _____ Owner's Approval

Life Use Agreement on file n/a

Certificate of Insurance on file Town/Village added as Loss Payee (Pending)

Tax Search Complete Comments _____

State Historic Preservation Office (SHPO) Review Underway Complete

Qualifies for: 100% Deferred Loan

Proposed Scope of Work: Roofing, Painting and Other (detectors)

Estimated Cost: \$ 23,000.00

Comments: _____

If Approved, Signature: X _____ Date Approved: _____

.....
CDBG Project Number: 105HR132-20 Municipality: Town of Binghamton

Conflict of Interest does not exist CEO Signature: X _____

A potential Conflict of Interest exists Date: _____

NEW APPLICANT APPROVAL REQUEST

Property Owner(s) Donald Gow

Rehabilitated Address 3857 Roberts Road

Size of Household 1 Person(s)

Mobile Home Yes No

Income Verification(s) on file Comments _____

Asset Verification on file Copy of Deed on file

Copy of Land Contract on file n/a Owner's Name: _____ Owner's Approval

Life Use Agreement on file n/a

Certificate of Insurance on file Town/Village added as Loss Payee (Pending)

Tax Search Complete Comments _____

State Historic Preservation Office (SHPO) Review Underway Complete

Qualifies for: 100% Deferred Loan

Proposed Scope of Work: Roofing, Siding, Windows & Doors, Plumbing and Other (detectors)

Estimated Cost: \$ 28,503.20

Comments: _____

If Approved, Signature: X _____ Date Approved: _____

CDBG Project Number: 105HR132-20 Municipality: Town of Binghamton

Conflict of Interest does not exist CEO Signature: X _____

A potential Conflict of Interest exists Date: _____