

Intro No. 1  
Date 1/23/20  
Reviewed by RGD  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE BROOME COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES**

WHEREAS, Jason Garnar, Broome County Executive, pursuant to the authority vested in him by Resolution 221 of 1984, has duly designated and appointed the following named individuals to membership on the Broome County Library Board of Trustees, for the terms indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Kate Miller-Corcoran 11 Stanford Place Binghamton, NY 13905	December 31, 2024 Reappointment
Jennifer Embree 725 Prescott Avenue Endicott, NY 13760	December 31, 2024 New Appointment (Replacing Nancy Abashian)

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 221 of 1984, confirms the appointments of the above-named individuals to membership on the Broome County Public Library Board of Trustees for the terms indicated, in accordance with their appointment by the County Executive.

Intro No. 2  
Date 1/23/20  
Reviewed by RG  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME-TIOGA  
WORKFORCE DEVELOPMENT BOARD**

WHEREAS, this County Legislature, by Resolution 499 of 2000, established the Broome-Tioga Workforce Development Board and appointed members to said Board as required by the Workforce Investment Act, and

WHEREAS, this County Legislature, by Resolution 405 of 2005, amended the method by which the Counties of Broome and Tioga function as a service delivery area under the Workforce Investment Act, and

WHEREAS, the Workforce Investment Act has been repealed and replaced by the Workforce Innovation and Opportunity Act, and

WHEREAS, Jason T. Garnar, Broome County Executive, pursuant to the authority vested in him by Resolution 499 of 2000, has duly designated and appointed the following named individual to membership on the Broome-Tioga Workforce Development Board, for the term indicated, subject to confirmation by this County Legislature:

<u>NAME</u>	<u>TERM EXPIRING</u>
Jonathan Layish Red Barn Technology Group, Inc. 37 Pine Street Binghamton, New York 13901	12/31/2022 (Replacing Alan Colosi)

and

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

RESOLVED, that this County Legislature, pursuant to Resolution 499 of 2000, confirms the appointment of the above-named individual to membership on the Broome-Tioga Workforce Development Board for the term indicated, in accordance with his appointment by the County Executive.

Intro No. 3  
Date 1/23/2020  
Reviewed by RWS  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BROOME COUNTY LOCAL DEVELOPMENT CORPORATION FOR FUNDING FOR A BUSINESS LOAN PROGRAM FOR 2020 AND AUTHORIZING AN AMENDMENT TO THE 2020 BUDGET FOR SAID LOAN PROGRAM**

WHEREAS, The Agency has proposed to establish a Business Loan Program in Broome County, and

WHEREAS, the County is willing to provide \$300,000 in funding for said program, now therefore, be it

RESOLVED, that this County Legislature authorizes an agreement with the Broome County Local Development Corporation, FIVE South College Drive, Suite 201, Binghamton NY 13905 to provide funding for a Business Loan Program for 2020 created and administered by the Broome County Local Development Corporation, and be it

FURTHER RESOLVED, that in consideration of said Agreement the County shall pay the Broome County Local Development Corporation \$300,000 for the Business Loan Program, and be it

FURTHER RESOLVED, that in order to provide funds for this Agreement the County Legislature hereby authorizes the Director of Management and Budget to make the following amendment to the 2020 budget:

From: 5000561	Transfer from Reserve	\$300,000
To: 6005045	Business Loan Fund	\$300,000

and be it,

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 4  
Date 1/23/2020  
Reviewed by CAS  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF AN AGREEMENT WITH OUR LADY OF LOURDES MEMORIAL HOSPITAL, INC., TO SOUTHERN TIER MEDICAL CARE-NY, P.C. (STMC) FOR PHYSICAL EXAMINATIONS AND CLINICAL LABORATORY SERVICES FOR THE WILLOW POINT REHABILITATION AND NURSING CENTER AND OTHER BROOME COUNTY DEPARTMENTS**

WHEREAS, this County Legislature pursuant to Resolution 550 of 2017 authorized an agreement with Our Lady of Lourdes Hospital, Inc., for physical examinations and clinical laboratory services for the Willow Point Rehabilitation and Nursing Center and other Broome County Departments for the period January 1, 2018 through December 31, 2018, with the option for four one-year renewals under the same terms and conditions, and

WHEREAS, Our Lady of Lourdes Hospital, Inc., has transferred its occupational health operations to its affiliated entity, Southern Tier Medical Care – NY, P.C. (STMC) and STMC will assume all obligations of Our Lady of Lourdes Hospital, Inc., now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the assignment of an agreement with Our Lady of Lourdes Hospital, Inc., to Southern Tier Medical Care – NY, P.C. (STMC), Southern Tier Occupational Health, 320 North Jensen Road, Suite 11, Vestal, New York 13850, for physical examinations and clinical laboratory services for the Willow Point Nursing Home and other Broome County Departments commencing November 1, 2019, and be it further

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 5  
Date 1/23/20  
Reviewed by CAS  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH YANG-PATYI LAW FIRM, PLLC AND HINMAN, HOWARD & KATTELL, LLP FOR ACCOUNT COLLECTION LEGAL SERVICES FOR THE WILLOW POINT REHABILITATION AND NURSING CENTER FOR 2020**

WHEREAS, RFP 2019-110 Legal System Collection Services for the Willow Point Rehabilitation and Nursing Center was advertised, and

WHEREAS, the Administrator of WPNH requests authorization for an agreement with Yang-Paty Law Firm, PLLC and Hinman, Howard & Kattell, LLP, for account collection legal services for the Willow Point Rehabilitation and Nursing Center at an amount not to exceed \$60,000 for the period January 1, 2020 through December 31, 2020 with the option for two one-year renewals, and

WHEREAS, said services are necessary for legal services related to the collection of accounts receivable and recovery of assets, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Yang-Paty Law Firm, PLLC, 2700 Court Street, Suite 8, Syracuse, New York 13208, and Hinman, Howard & Kattell, LLP, 80 Exchange Street, P.O. Box 5250, Binghamton, New York 13902, for account collection legal services for the Willow Point Rehabilitation and Nursing Center for the period January 1, 2020 through December 31, 2020 with the option for two one-year renewals, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors a combined amount not to exceed \$60,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 27010304.6004504.2050 (Other Financial Services), and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 6  
Date 1/23/2020  
Reviewed by CD S  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING PAYMENT TO VARIOUS VENDORS FOR SERVICES CLASSIFIED UNDER THE CONSOLIDATED BILLINGS PROSPECTIVE PAYMENT SYSTEM FOR SKILLED NURSING FACILITIES FOR 2020**

WHEREAS, this County Legislature, by Resolution 389 of 2018, authorized blanket approval to pay for services classified under the Consolidated Billings Prospective Payment System for Skilled Nursing Facilities (SNF) at the Physician Fee Schedule where applicable, total amount not to exceed \$15,000 for the period January 1, 2019 through December 31, 2019, and

WHEREAS, the Balanced Budget Act of 1997 created a Consolidated Billings Prospective Payment System for Skilled Nursing Facilities whereby the SNF is responsible for submitting all Medicare claims for the services/products that its residents receive, and

WHEREAS, the Administrator of the Willow Point Nursing Home requests authorization for payment to various vendors for services classified under the Consolidated Billings Prospective Payments System for Skilled Nursing Facilities, at the Physician Fee Schedule where applicable, for the period January 1, 2020 through December 31, 2020, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes payment to various vendors for services classified under the Consolidated Billings Prospective Payment System for Skilled Nursing Facilities, at the Physician Fee Schedule where applicable, total amount not to exceed \$15,000 for the period January 1, 2020 through December 31, 2020, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 27020204.6004573.2050 (Other Fees for Services), and be it,

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 7  
Date 1/23/20  
Reviewed by LSA  
Co. Attorney  
Date 1/6/20

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

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

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

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

<u>NAME</u>	<u>TERM EXPIRING</u>
Carole Coppens 1341 Chestnut Ridge Road Apalachin, New York 13732	12/31/2022 Reappointment
James Mullins 12 Columbine Drive Binghamton, New York 13901	12/31/2022 Reappointment
Susan Spencer 424 Castleman Road Vestal, New York	12/31/2022 Reappointment
Raini Baudendistel 697 Blakesley Nurse Hollow Road Afton, New York 13730	12/31/2022 Reappointment
Shelly Spinelli 105 Bermond Avenue Endicott, New York 13760	12/31/2022 Reappointment

and

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

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

Intro No. 8  
Date 1/23/20  
Reviewed by AGA  
Co. Attorney  
Date 1/6/20

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

**Sponsored by:** Finance Committee

**RESOLUTION AUTHORIZING AN AGREEMENT WITH KEENAN ASSOCIATES FOR PHARMACY BENEFIT MANAGER SERVICES FOR THE DEPARTMENT OF RISK AND INSURANCE FOR 2020-2022**

WHEREAS, RFP 2019-85 Pharmacy Benefit Management Services was issued, and

WHEREAS, the Risk Manager requests authorization for an agreement with Keenan Associates for pharmacy benefit manager services at a cost not to exceed \$1,686,747, for the period January 1, 2020 through December 31, 2022, and

WHEREAS, said services are necessary for administration of the County's prescription benefit plan, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Keenan Associates, 2355 Crenshaw Boulevard, P.O. Box 4328, Torrance, CA 90510, for pharmacy benefit manager services for the period January 1, 2020 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$1,686,747 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 18010001.6004569 (Claims Administration), and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 9  
 Date 1/23/20  
 Reviewed by RGA  
 Co. Attorney  
 Date 1/6/20

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

**Sponsored by:** Finance Committee

**RESOLUTION AUTHORIZING THE CORRECTION OF TAXES ON A PARCEL IN THE TOWN OF UNION**

WHEREAS, the Director of Real Property Tax Service requests authorization to correct taxes on a parcel in the Town of Union, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the correction of taxes on a parcel in the Town of Union as follows:

Parcel Tax Map #: 157.08-7-15  
 Town: Union  
 Owner: Belardinelli  
 Address: 320 Scarborough Drive  
 Reason: Erroneous water and sewer charges

	Incorrect Tax	Correct Tax
County	\$17.67	\$17.67
Town	2.93	2.93
Pt Twn Out	1.06	1.06
Hwy Out	3.57	3.57
Fire	3.64	3.64
Library	1.39	1.39
Parks	1.89	1.89
Ret Sewer	152.92	0
Ret Water	170.19	0
Ambulance	.21	.22
Total	\$355.44	\$32.33
Search Fee	151.00	0
Penalty & Interest	117.02	0
	\$623.46	\$32.33 Plus appropriate penalty & interest

RESOLVED, that this County Legislature hereby authorizes the Director of the Office of Management and Budget to execute any and all adjustments to tax bills, tax records and property records as may be necessary to implement the intent of this Resolution.

Intro No. 10  
Date 1/23/20  
Reviewed by KLB  
Co. Attorney  
Date 1/16/2020

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

**Sponsored by:** County Administration and Finance Committees

**RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH ATC TAXES FOR SOFTWARE MAINTENANCE AND SUPPORT FOR THE OFFICE OF REAL PROPERTY TAX SERVICE FOR 2020**

WHEREAS, this County Legislature, by Resolution 502 of 2018, as amended by Resolution 198 of 2019, authorized renewal of the agreement with Allen Tunnell Corporation d/b/a ATC Taxes for software maintenance and support for the Office of Real Property Tax Service at an amount not to exceed \$28,980 for the period January 1, 2019 through December 31, 2019, and

WHEREAS, said agreement is necessary for sole source software maintenance, on-site support and internet hosting for Town, County & City and School tax bills and provide updates for the tax collection, bill processing and installment programs, and

WHEREAS, said agreement expired by its terms on December 31, 2019, and it is desired at this time to renew said agreement on substantially similar terms and conditions, for an amount not to exceed \$28,980, for the period January 1, 2020 through December 31, 2020, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with ATC Taxes, 161 Rosedale Drive, Binghamton, New York 13905, for software maintenance and support for the Office of Real Property Tax Service for the period January 1, 2020 through December 31, 2020, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$28,980 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 10020001.6004192 (Software Maintenance), and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 11  
Date 1/23/20  
Reviewed by 16A  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING RENEWAL OF THE PROSECUTORS PROGRAM GRANT FOR THE OFFICE OF THE DISTRICT ATTORNEY AND ADOPTING A PROGRAM BUDGET FOR THE OFFICE OF THE DISTRICT ATTORNEY FOR 2020**

WHEREAS, this County Legislature, by Resolution 524 of 2018, authorized and approved the Prosecutors Program Grant for the Office of the District Attorney and adopted a program budget in the amount of \$327,609 for the period January 1, 2019 through December 31, 2019, and

WHEREAS, said program grant provides funding for salaries and benefits for Assistant District Attorneys that handle drug crimes, domestic violence and property crimes, and

WHEREAS, it is desired to renew said program grant in the amount of \$330,251 for the period January 1, 2020 through December 31, 2020, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves the Prosecutors Program Grant and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$330,251 for the period January 1, 2020 through December 31, 2020, and be it

FURTHER RESOLVED, that the County Executive or his 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 his 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 his 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.

## EXHIBIT A

Project Budget-0610067  
Broome County Prosecutors  
1/1/20-12/31/20

	Current Budget <u>1/1/19-12/31/19</u>	Proposed Budget <u>1/1/20-12/31/20</u>
Personnel Services		
6001000 Salaries, Full time	237,539	242,776
<b>Total Personnel Services</b>	<b>237,539</b>	<b>242,776</b>
Fringe Benefits		
6008001 State Retirement	37,105	38,475
6008002 Social Security	18,172	18,572
6008006 Life Insurance	45	45
6008007 Health Insurance	34,748	30,383
<b>Total Fringe Benefits</b>	<b>90,070</b>	<b>87,475</b>
<b>Total Grant Appropriations</b>	<b>327,609</b>	<b>330,251</b>
REVENUE		
2000245 Fee for Traffic Diversion	0	0
5000562 Transfer from General Fund	327,609	330,251
<b>Total Grant Revenue</b>	<b>327,609</b>	<b>330,251</b>

Summary of Personal Service Positions-0610067  
Broome County Prosecutors  
1/1/20-12/31/20

Full Time Positions

<u>Title of Position</u>		<u>Grade/Unit</u>	<u>Current Authorized</u> <u>1/1/19-12/31/19</u>	<u>Requested</u> <u>1/1/20-12/31/20</u>
Assitant District Attorney III	37.5 hours	AT3	1	2
Assitant District Attorney II	37.5 hours	AT2	<u>2</u>	<u>1</u>
<b>Total Full Time Positions</b>			<b>3</b>	<b>3</b>

Intro No. \_\_\_\_\_  
Date 1/23/2020  
Reviewed by JLS  
Co. Attorney \_\_\_\_\_  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE TOWN OF MAINE FOR USE OF SPACE AT TOWN HALL FOR THE OFFICE OF THE SHERIFF FOR 2020**

WHEREAS, this County Legislature, by Resolution 517 of 2018, authorized and approved renewal of the agreement with the Town of Maine for use of space at Town Hall for the Office of the Sheriff, at no cost to the County, for the period January 1, 2019 through December 31, 2019, and

WHEREAS, said agreement is necessary for the Office of the Sheriff to use a portion of the Maine Town Hall as a substation, and

WHEREAS, said agreement expired by its terms on December 31, 2019, and it is desired at this time to renew said agreement on substantially similar terms and conditions, at no cost to the County, for the period January 1, 2020 through December 31, 2020, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with the Town of Maine, 12 Lewis Street, P.O. Box 336, Maine, New York 13802-0336, for the use of space at Town Hall for the Office of the Sheriff at no cost to the County, for the period January 1, 2020 through December 31, 2020, and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 13  
Date 1/23/20  
Reviewed by JLS  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE TOWN OF BINGHAMTON FOR USE OF SPACE AT TOWN HALL FOR THE OFFICE OF THE SHERIFF FOR 2020**

WHEREAS, this County Legislature, by Resolution 516 of 2018, authorized and approved renewal of the agreement with the Town of Binghamton for use of space at Town Hall for the Office of Sheriff, at no cost to the County, for the period January 1, 2019 through December 31, 2019, and

WHEREAS, said agreement is necessary for the Office of Sheriff to use a portion of Binghamton Town Hall as a substation, and

WHEREAS, said agreement expired by its terms on December 31, 2019, and it is desired at this time to renew said agreement on substantially similar terms and conditions, at no cost to the County, for the period January 1, 2020 through December 31, 2020, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with the Town of Binghamton, 279 Park Avenue, Binghamton, New York 13903 for use of space at Town Hall for the Office of Sheriff, at no cost to the County, for the period January 1, 2020 through December 31, 2020, and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 14  
Date 1/23/20  
Reviewed by AG  
Co. Attorney  
Date 1/6/20

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

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

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

WHEREAS, Jason T. Garnar, Broome County Executive, pursuant to the authority vested in him by Article XIX of the Broome County Charter and Administrative Code, has duly designated and reappointed the following named individuals to membership on the Broome County Fire Advisory Board, for the term expiring December 31, 2020, subject to confirmation by this County Legislature:

Chad Benedict  
PO Box 474  
Port Crane, NY 13833

John Haggerty  
24 Tiona Road  
Maine, NY 13802

Rob Brady  
3116 Kensington Road  
Endwell, NY 13760

Dean Norton  
46 Dumas Road  
Port Crane, NY 13833

Alice Fiacco  
3605 Royal Road  
Endwell, NY 13760

Christopher Lupoid  
115 Knight Road  
Vestal, NY 13850

Thomas Giblin  
5 Hartley Road  
Binghamton, NY 13901

Gil Senger  
2140 Route 79  
Windsor, NY 13865

Joseph Griswold  
10 Old State Road  
Binghamton, NY 13901

Wayne Sherwood  
269 Kattelville Road  
Binghamton, NY 13901

Nicholas Griswold  
22 Williams Place  
Binghamton, NY 13903

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 XIX of the Broome County Charter and Administrative Code, confirms the reappointments of the above-named individuals to membership on the Broome County Fire Advisory Board for the term expiring December 31, 2020 in accordance with their appointment by the County Executive.

Intro No. 15  
Date 1/23/2020  
Reviewed by RLO  
Co. Attorney  
Date 1/6/20

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

**Sponsored by:** Public Works & Transportation Committee

**RESOLUTION AUTHORIZING A ROAD USE AGREEMENT WITH BLUESTONE WIND, LLC FOR USE OF BROOME COUNTY ROADS**

WHEREAS, the County Attorney requests authorization for an agreement with Bluestone Wind, 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 Bluestone Wind, LLC, 717 Texas Avenue, Suite 1000, Houston, Texas 77002, 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 his 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.

## **ROAD USE AGREEMENT**

This Road Use Agreement (the "**Agreement**") is entered into this \_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**") between Bluestone Wind, LLC, a Delaware limited liability company, having offices at 717 Texas Avenue, Suite 1000, Houston, Texas 77002 hereinafter "**Company**", and the County of Broome, a municipal corporation having offices at Broome County Office Building, 60 Hawley Street, Binghamton, New York 13902, hereinafter "**Municipality**". The Company and Municipality are each a "**Party**" and referenced together as the "**Parties**".

### **RECITALS**

WHEREAS, Bluestone has been developing a wind-powered electric generating facility located in the Towns of Sanford and Windsor, in Broome County, New York (the "**Bluestone Wind Project**"); and

WHEREAS, Bluestone intends to engage in the initial construction of the Bluestone Wind Project (the "**Construction Phase**"), periodic repair and maintenance of the Bluestone Wind Project (each instance referred to herein as a "**Maintenance Period**") and decommissioning activities (the "**Decommissioning Phase**") (collectively, the "**Bluestone Construction Activities**"); and

WHEREAS, in connection with the Bluestone Construction Activities, Company may necessarily need to (i) 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 18,001 lbs. (consisting of certain trucks, construction machinery and equipment and other related items operated by the Company during the Bluestone Construction Activities) (collectively referred to herein as "**Company's Heavy Vehicles**"), (ii) transport personnel, parts, equipment, facilities and materials on the Roads, (iii) widen certain Roads, install temporary turning radii, and other temporary construction easement rights-of-way and make certain modifications and improvements (both temporary and permanent) to such Roads (including without limitation to certain culvers, bridges, road shoulders and other related fixtures) to permit equipment and material to pass, (iv) place certain electrical collection and transmission and communication cables, conduit and other wires and cables (collectively, "**Cables**") for the Bluestone Wind Project in close proximity to or under or across certain Roads, (v) place footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers, junction boxes and other machinery and equipment related to the Cables (all of the foregoing, collectively, "**Utility Poles**") in close proximity to certain Roads, and (vi) carry out other related activities (the uses described in clauses (i) through (vi) are the "**Permitted Uses**"); and

WHEREAS, Company acknowledges that the nature of Bluestone Construction Activities may 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. Rights and Responsibilities of the Parties.**

a. Company agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon Roads related to Bluestone Construction Activities are disposed of in the appropriate manner and be responsible for obtaining any applicable approvals, permits and/or orders that are not granted under this Agreement.

b. Except under emergency circumstances, Company shall use commercially reasonable efforts to 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. 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. The Company shall be responsible for complying with any and all applicable New York State and federal laws concerning traffic control requirements for every activity that will impact the flow of traffic.

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

d. The Municipality designates the Director of Highways as the person that shall, unless otherwise limited or conditioned herein, have authority to act on behalf of the Municipality.

e. The Company agrees that it shall undertake the Bluestone Wind Project, Bluestone Construction Activities and each of its Permitted Uses at all times in accordance with applicable state, federal and non-superseded local laws, rules and regulations, including without limitation, Article 10 of the Public Service Law and the terms, conditions, limitations and modifications of any certificate it is awarded pursuant thereto.

f. The term "Period of Use" shall mean the Construction Phase, any Maintenance Period or the Decommissioning Phase.

g. For the purposes of clarity, the parties agree that the "Decommissioning Phase" shall commence with the beginning of decommissioning activities and end upon the completion of the decommissioning of the Bluestone Wind Project pursuant to the conditions set forth in the Certificate of Environmental Compatibility and Public Need Pursuant issued by the New York State Board on Electric Generation Siting and the Environment for Case Number 16-F-0559

("Certificate").

## 2. Company Use.

Provided Company is not in default beyond any applicable cure period but subject to Section 21(b), Municipality hereby grants Company the right to use, improve, upgrade, construct, and repair and encroach into the Roads for the Permitted Uses during any Period of Use. Subject to the requirements of this Agreement, the Municipality hereby specifically grants Company during Periods of Use the right to:

a. Heavy Hauls. Use, traverse, improve, upgrade, construct and repair the Roads listed on Exhibit A-1 and depicted on Exhibit A-2 using Company's Heavy Construction Vehicles and other vehicles to transport personnel, parts, equipment, facilities and materials on, over and across the Roads. The routes depicted on Exhibit A-1 and A-2 will include allowable routes for Company's Heavy Construction Vehicles when returning through the Municipality after heavy components have been delivered.

b. Installation of Underground Cables. Use and encroach into the Roads and public rights-of-way as shown on Exhibit B-1 for the purposes of the installation, ownership and operation of underground Cables under, or in close proximity to the Roads and public rights-of-way, subject to the following:

- (1) Except for Cables that cross under the Roads, all Cables shall be placed outside of public rights-of-way and as far from the road surface as possible, except upon prior written approval of the Municipality.
- (2) For Cables that cross under the Roads, Company may cut an "open trench" across gravel and unimproved roads, and the trench will be backfilled, compacted and raked to return it to conditions equal or better to those prior to the commencement of work. No such open trench shall be cut in any Road, unless first approved in writing by the Director of Highways.
- (3) Company will bore under paved roads, and all boring pits and ditch excavation will be backfilled, compacted and raked to return it to conditions equal or better to those prior to commencement of work. The highest point of any such boring by Company must be at a minimum depth of 48" below the lowest point of the following: (i) Road; or (ii) drainage ditch at the selected crossing location. No such boring shall be drilled under any Road except in the locations set forth in the Exhibits to this Agreement.
- (4) Each boring or cut across a Road will be identified by general location, depth and also by centerline coordinate, and upon the completion of construction, Company will provide an as-built location.

c. Installation of Overhead Cables. Use Roads and public rights-of-way for the purposes of the installation, ownership and operation of overhead Cables over, across and in close

proximity to certain Roads and public rights-of-way as shown on Exhibit B-2. Overhead Cables will be designed and constructed in accordance with National Electric Safety Code ("NESC") governing the clearance requirements above the roadway. Under no circumstances shall any poles used for the installation of Overhead Cables encroach into Roads or public rights-of-way, unless first approved in writing by the Municipality.

d. Utility Poles. Use Roads and public rights-of-way for the purposes of the installation, ownership and operation of Utility Poles as shown on Exhibits B-1 and B-2, subject to the following:

- (1) Overhead utility poles will be situated on the "back side of the side ditch" away from Roads, outside of the public right-of-way and as far from the road surface as possible provided, however, that guy wires may be located in a public right-of-way subject to the prior written approval of the Director of Highways.

e. Temporary Construction Easements and Turning Radii. Use, traverse, improve, upgrade, widen, construct the Roads and rights-of-way shown on Exhibit C for purposes of making certain modifications and improvements (both temporary and permanent) to such Roads (including without limitation to certain culverts, bridges, road shoulders and other related fixtures) to permit equipment and material associated with the Bluestone Wind Project to pass. All such modifications and improvements must be constructed in accordance with local laws and regulations.

f. Driveways. Use and encroach into Roads and other rights-of-way shown on Exhibit D for purposes of installing driveways or entrances into or from certain Roads subject to the following:

- (1) Each driveway entrance from a Road will have a coordinate that will be transmitted in an electronic GIS format (ESRI shape file or equivalent) to the Director of Highways.
- (2) Each driveway shall be constructed in accordance with any applicable local laws and regulations governing driveways in existence at the time of construction, and as may be necessary to maintain proper drainage of the Roads, the right-of-way, and other adjoining property located outside the right-of-ways, including the installation of a culvert pipe upon request of the Director of Highways. If required, Company agrees to submit a permit application under any application law and that it shall be responsible to maintain any culverts that are longer than thirty feet (30').

g. Subsequent Relocation of Improvements. If, from time to time, Municipality should determine, in its sole discretion, that it will widen a Road or otherwise modify the public right-of-way in a manner that impacts Company's Permitted Uses hereunder, upon notice from Municipality, Company shall, at Company's sole cost, as soon as reasonably possible, relocate any of the improvements to allow the Municipality's modifications; provided, however that any

underground Cables installed in accordance with Section 2(b) shall not be need to be relocated.

**3. Approval of Locations of Permitted Uses; Issuance of Permits.**

a. Following the Effective Date but prior to the delivery of the Exhibits contemplated in Section 3(c) below or commencement of Company's Permitted Uses during each new Period of Use, Company and Director of Highways shall meet and confer regarding the routes to be used for Company's Heavy Vehicles engaged in the Company's activities, the precautions to be taken to protect health and safety, and the proposed locations of the other improvements contemplated under this Agreement.

b. The Municipality may retain an engineer (the "Municipal Engineer") to assist in the Municipality's review of Company's draft Exhibits submitted pursuant to Section 3(c) and Company's other documents, reports and plans submitted hereunder. Pursuant to Section 3(g), Company shall pay for all of Municipality's documented out of pocket costs and expenses reasonably related to the implementation of this Agreement (including the reasonable fees of the Municipality's attorney and Municipal Engineer) (hereinafter referred to as "Professional Fees").

c. After meeting with Director of Highways, but no later than sixty (60) days prior to the commencement of Permitted Uses hereunder during each new Period of Use, the Company will provide to the Director of Highways for her review draft Exhibits A-1, A-2, B-1, B-2, C and D showing the proposed use of Roads and the locations of the planned infrastructure within the Roads and other Municipality rights-of-way, as well as any additional information related thereto that is reasonably requested by Municipality. Within thirty (30) days of the Director of Highways' receipt of said draft Exhibits, the Director of Highways shall either (a) approve said draft Exhibits, which approval shall not be unreasonably withheld, conditioned or delayed, or (b) provide Company with reasonable revisions to said draft Exhibits, which revisions shall not be unreasonably withheld, conditioned or delayed. In the event that the Parties are not able to resolve a dispute regarding the Director of Highways' requested revisions to the Exhibits, the Parties agree to promptly meet to resolve any such disputes. Once approved, the Exhibits shall be attached to this Agreement as the final Exhibits and Company shall not deviate from the routes and improvements established thereby unless approved by the Director of Highways as set forth herein. For each Maintenance Period and the Decommissioning Phase, to the extent new Exhibits are needed, each new set of Exhibits approved pursuant to this Section shall wholly replace Exhibits from the prior Period of Use.

d. Following the acceptance of the final Exhibits for any Period of Use, the Parties recognize that variations to the location of the improvements, or that other routes, may become necessary to use due to various reasons.

- (1) 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, at least thirty (30) days prior to the commencement of such use, the Company shall notify the Director of Highways in writing, conduct the necessary surveys and pre-use inspections under this Agreement and add the Roads to Exhibit A-1 and A-2, subject to the prior written approval of the Municipality, which

approval shall not be unreasonably withheld, conditioned or delayed. In the event Company deviates from the Road route designated in, or added by the Company to, Exhibits A-1 and A-2, in addition to any other remedies available to Municipality herein, the Director of Highways may request and Company shall immediately upon receipt of such request cease and desist such deviation.

- (2) In the event that the Company's Heavy Vehicles need to use Roads not listed or shown on Exhibits A-1 and A-2 in an emergency, the Company shall provide telephonic notice to the Director of Highways and may only use said Roads on a temporary basis until such emergency has ended. In the event that Company determines that said Roads will be use on a permanent basis, Company shall comply with the terms of Section (d)(1) above.
- (3) If Company needs to materially vary the type, method or locations of any improvements shown on Exhibits B-1, B-2, C or D, Company shall provide a revised Exhibit to the Director of Highways for review and approval, which shall not be unreasonably withheld, conditioned or delayed. Except in the event of an emergency, Director of Highways shall complete the review within thirty (30) days.

e. Upon approval of the Exhibits as described above and submission of the permit application referenced in Section 2(f)(2) above, Director of Highways shall issue, if necessary, any encroachment, crossing, driveway or other similar permits for Company's encroachment into the public right of way. Except for the foregoing, no other permits or approvals, including without limitation for the use of Heavy Vehicles on Roads, will be required from the Municipality for the Permitted Uses hereunder.

f. At all times during the Term of this Agreement, Company shall keep Municipality and Director of Highways apprised of the timing of its Permitted Uses, including, without limitation, notice of its anticipated and actual start and stop dates for Periods of Use for the Bluestone Construction Activities and identification of subcontractors using Heavy Vehicles to be used by Company. Company shall provide such information promptly upon Director of Highways' request. Company agrees to cooperate in good faith with Municipality with respect to such time periods, which cooperation shall include but not be limited to coordinating the timing of Company's use, repair or improvement of the Roads with similar activities of the Municipality and other heavy haulers or developers within the Municipality who are subject to Municipality's road use local laws or road use agreements.

g. The Company agrees to reimburse Municipality for its reasonable Professional Fees. The Municipality may draw upon the Professional Fees Escrow Account described in Section 3(h)(1) to pay such Professional Fees; provided, however, upon Company's request, Municipality shall detail the costs, fees, expenses and any other bills incurred to or by the Municipality for the Professional Fees. If Company reasonably and in good faith disputes a payment made from the Escrow Account, then the Parties shall abide by the procedure set forth

herein for dispute resolution in Section 7 below.

h. Establishment of Escrow Accounts. Prior to Company's submittal of the draft Exhibits set forth in Section 3(c), the Company shall:

- (1) Deposit the sum of twenty-five thousand dollars (\$25,000.00) in an escrow account to be established by the Municipality to secure the payment of Professional Fees ("Professional Fees Escrow Account"). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipality shall advise Company, and Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of Company's receipt of written request therefor. The balance of the Professional Fees Escrow Account shall be returned to the Company within thirty (30) days of the end of the Term.
- (2) Deposit the sum of \$25,000.00 in a separate escrow account to be established by the Municipality to secure the payment of costs for emergency repairs of Immediately Dangerous Damage, as set forth in Section 6(b) below ("Emergency Repairs Escrow Account"). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipality shall advise Company, and Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of Company's receipt of written request therefor. The balance of the Emergency Repairs Escrow Account shall be returned to the Company within thirty (30) days of the end of the Term.

i. Nothing in this Agreement shall be construed as granting permission or rights to Company to infringe, use or encroach upon the land of private landowners. Any right or permission granted to Company by the terms of this Agreement to infringe, use or encroach upon land within the Towns of Sanford or Windsor shall be limited to land owned by Municipality and shall be subject to Company obtaining from private landowners within the Towns all legal and/or equitable permissions and rights necessary to infringe, use or encroach upon privately owned land.

#### 4. **Reinforcement Activities.**

The Parties acknowledge that certain Roads to be used by Company in connection with the Bluestone Construction Activities may need to be upgraded or otherwise repaired to correct deficiencies or inadequacies. Prior to each Period of Use, if the Company identifies deficiencies or inadequacies in the Roads relative to the Bluestone Construction Activities, Company shall notify the Director of Highways of its planned construction to reinforce and improve the Roads as necessary to correct such deficiencies or inadequacies ("Reinforcement Activities"). The Director of Highways approval of the proposed Reinforcement Activities shall not be unreasonably withheld, conditioned or delayed. Director of Highways shall complete its review of the Reinforcement Activities within thirty (30) days of its receipt of the proposed

Reinforcement Activities. Upon the Director of Highways' approval of said plans, the Company shall perform the Reinforcement Activities. Company's performance of the Reinforcement Activities on the Roads shall be conducted so as to minimize the effects on local transportation and shall be coordinated with the Director of Highways with respect to its planned construction (if any) affecting the Roads.

## 5. Road Surveys and Routes.

a. Prior to the commencement of Road use activities by Company's Heavy Vehicles during any new Period of Use, at Company's cost, Company shall prepare a suitable video survey of the Roads ("**Pre Construction Report**") identified in identified Exhibits A-1 and A-2 to this Agreement and conduct physical testing of such Roads, including but not limited to, core sampling, falling weight deflectometer and other testing methods, to calculate the actual strength and remaining life of the Roads ("**Physical Roadway Testing**") and shall provide a copy of the video and the Physical Roadway Testing results to the Director of Highways at no cost to the Municipality.

b. The Company shall in good faith notify the Director of Highways when a Period of Use has concluded and within sixty (60) days thereafter, the Company shall, at Company's cost, prepare a post-construction video Road survey ("**Post Construction Report**") and post-construction Physical Roadway Testing of the Roads identified Exhibits A-1 and A-2 to this Agreement, as well as a report detailing any Damage arising from the Bluestone Construction Activities or other Permitted Uses of the Company ("**Damage Report**").

c. Immediately following the completion of a Post Construction Report and Damage Report, Company will provide the Director of Highways with the Post Construction Report and Damage Report, including a copy of the video and results of the post-construction Physical Roadway Testing.

d. The parties shall comply with and repeat the procedures and requirements set forth in Sections 3, 4 and 5 for each Period of Use. Notwithstanding the foregoing, after the Construction Phase and when Company is not operating within a Period of Use, in the event the Bluestone Wind Project requires immediate, emergency repair, which repair is unscheduled, and strict compliance with the time frames of Section 3, 4 and 5 is not possible, then Company shall provide written notice thereof to the Director of Highways with as soon as possible, and if prior written notice is not possible given circumstances, then Company need only provide prior telephonic notice to the Director of Highways that it will be utilizing the Roads. Under these circumstance only, Company may commence such use without the necessity of the pre-use reports and testing, but shall provide the Post-Construction Report and Damage Report as required and otherwise comply with the provisions of this Agreement.

## 6. Road Damage.

a. Notwithstanding anything to the contrary in this Agreement, including the definition of the terms "Damage" or "Damages" as described in this Section 6(a), Company shall be obligated to return the Roads identified in identified Exhibits A-1 and A-2, and any other Roads which were damaged by the Bluestone Construction Activities or other Permitted Uses of

Company, to an equal or better condition than prior to commencement of the Bluestone Construction Activities. The terms "Damage" or "Damages" as used in this Agreement shall include, but not necessarily be limited to, accelerated deterioration, cracking, imprinting, pitting, tracking, buckling or asphalt and road base damage, damage to culverts, bridges and/or drainage facilities. 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 as evidenced by the results of pre-use inspection(s) and report(s); (2) occurred after repairs to the Road were made, at a time Company's Heavy Vehicles were not in use by the Company on the Road and that were not a result of Company's defective repair work; (3) are the result of ordinary wear and tear. With regards to Damage to Roads used by Company's Heavy Vehicles, 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, and the Municipality agrees that the remedies related to Damages to Roads and repair thereof set forth herein shall be the sole remedies for such Damages.

b. If any Damage occurs to Roads by the use of Roads by Company's Heavy Vehicles or by Company's other Permitted Uses and such Damage is, in the reasonable opinion of the Municipal Engineer and/or Director of Highways, an immediate danger to the public using said Road ("**Immediately Dangerous Damage**"), the Municipal Engineer and/or Director of Highways shall provide telephonic notice to the Company that there is an Immediately Dangerous Damage to a Road or Roads. In the event that the Company does not immediately undertake the necessary emergency repairs, the Municipality may retain necessary contractors and subcontractors, undertake immediate emergency repairs to said Road and draw upon the Emergency Repairs Escrow Account to cover the costs associated with such emergency repairs. The Municipality shall then provide the Company with documentation detailing the completed repairs and any additional repairs that may be required. Immediately Dangerous Damage includes any condition that in the opinion of the Municipal Engineer (and/or Director of Highways) creates a safety risk if not repaired within the next five (5) days. In the event Company becomes aware of any potential Immediately Dangerous Damage, it shall immediately notify the Director of Highways of the particulars of such Damage, which the Municipality shall thereafter inspect and, if warranted, repair in the manner described above.

c. Notwithstanding the provisions of Section 6(b), within 45 days following the submittal of the Post Construction Report, post-construction Physical Roadway Testing and Damage Report (if any), the Municipality must notify Company in writing if the Municipality believes Damages to the Roads (other than those which are identified in Company's Damage Report) arise from Bluestone Construction Activities or other Permitted Uses of Company.

d. Except in the case of Immediately Dangerous Damage covered by Section 6(b), within fifteen (15) days after a receipt of any written notice of allegation of Damage from the Municipality, Company shall notify the Director of Highways in writing of its agreement or disagreement with the allegations.

e. Concurrent with Company's response in Section 6(d), Company shall also notify Municipality whether it elects to undertake all or some of the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Director of Highways.

f. Except in the case of Immediately Dangerous Damage covered by Section 6(b), with respect to any repairs that are not in dispute and that Company elects not to perform hereunder, Company shall reimburse Municipality for the undisputed repair costs incurred by the Municipality within thirty (30) days after receipt of the invoice. The Municipality's charges shall be based on Municipality maintained time and material cost records, which shall be made available to Company for review upon request. Municipality billing rates shall be those established by the Municipality and shall be uniformly applied to all customers.

g. If Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair, Company shall pay any and all amounts not in dispute and Company shall provide a written statement as to its basis for contesting the disputed amount(s) within the same 15-day period. In the event of a dispute, then both Parties shall abide by the dispute resolution procedures set forth in Section 7 below.

h. The manner of repair of any Road Damage described in this Agreement shall be at the reasonable discretion of the Director of Highways 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. The Company shall be required to pay for and install road base materials or surfaces to a condition equal to or 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 techniques identified in Exhibit E, provided however, the Parties agree that the repair techniques may change in the future and further agree to cooperate in good faith to amend Exhibit E to take into account reasonable advances in repair techniques in consultation with the Municipal Engineer and/or Director of Highways.

i. Company warrants that all repairs to Damage that it completes under this Agreement (but not those repairs completed solely by Municipality) shall withstand and sustain normal wear and tear for a period of 1 year from the issuance of a Completion Letter. This one year warranty period shall not be deemed to be renewed, or deemed to recommence, upon the second repair of a particular Damage previously repaired by the Company.

j. Promptly, upon completion of any repairs required in this Section, the Director of Highways will issue a letter in the form of Exhibit F (the "Completion Letter") accepting the repairs and, subject to the Company's warranty in Section 6(i), release the Company from Damages that may occur from normal wear and tear until the next time period of use by Company's Heavy Vehicles for each Road. To the extent Damage is not identified, subject to the Company's warranty in Section 6(i), such letter from the Director of Highways will release the Company from the responsibility of repairing Damages of each of the Roads identified in Exhibit A-1 and A-2 during each applicable time period of non-use by Company's Heavy Vehicles. Notwithstanding anything to the contrary herein or in any Completion Letter, no release from liability shall apply the extent of Roads used by Company's Heavy Vehicles during time periods which have not been agreed to under this Agreement.

## 7. **Dispute Resolution**

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting. Any litigation related to this Agreement shall be initiated before a court of competent jurisdiction located in the State of New York. For the purposes of clarity, in the event a cure period applies pursuant to Section 19, no dispute resolution obligation shall apply until after the expiration, or alleged expiration, of such cure period.

## **8. Bonding**

a. For every Period of Use and for one (1) year following the day that the Director of Highways issues the last Completion Letter for such Period of Use (or if no such letter is issued because no Damage was identified or repaired, then the last day of the Period of Use), and also during (and for one (1) year thereafter) any other time period for which Company has been authorized pursuant to this Agreement to use, repair, reinforce or excavate the Roads, Company shall obtain and deliver to the Municipality a bond in the amount of One Million Dollars (\$1,000,000.00) during the Construction Phase. The Bond amount for any other Period of Use, including the Decommissioning Phase, shall be established by the Parties prior to the commencement of the Company using the Roads for that Period of Use and the amount shall be commiserate with bond amounts for similar projects in the State of New York occurring at that particular time. In the event that the Parties cannot agree on an amount prior to the time the Company needs to use the Roads for a Period of Use, the following shall apply:

- (i) Company will provide a bond in the amount of One Million Dollars (\$1,000,000.00) during a Maintenance Period and, thereafter, will pay for an independent engineer selected by the Municipality and licensed in the State of New York to determine the amount of the Bond for that specific Maintenance Period. If the independent engineer determines that the amount of the Bond should be greater than One Million Dollars (\$1,000,000.00), then the Company shall obtain an additional Bond (or increase the original Bond) to the new amount and if the independent engineer determines that the amount of the Bond should be less than One Million Dollars (\$1,000,000.00), then Bond amount shall be reduced to the new amount.
- (ii) Company will provide a bond in the amount of One Million Dollars (\$1,000,000.00) during the Decommissioning Period and, thereafter, will pay for an independent engineer selected by the Municipality and licensed in the State of New York to determine the amount of the Bond for the Decommissioning Period. If the independent engineer determines that the amount of the Bond should be greater than One Million Dollars (\$1,000,000.00), then the Company shall obtain an additional Bond (or increase the original Bond) to the new amount and if the independent engineer determines that the amount of the Bond should be less than One Million Dollars (\$1,000,000.00), then Bond amount shall be reduced to the new amount.

b. Each Bond shall be executed by an insurance company with an AM Best Rating

of A-9 or better and authorized to do business in the State of New York.

c. Each Bond shall be released by the Municipality at the expiration of the applicable warranty period as set forth in Section 6(i).

d. 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.

e. In the event that the Company does not undertake repairs, fails to properly complete repairs or reimburse the Municipality in the time allotted under Section 6 above and the Emergency Repairs Escrow Account has been depleted, 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.

f. 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. 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.

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

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

i. Nothing in this Section 8 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.

j. The Municipality shall take all action and execute such documents as are reasonably requested by Company to evidence the release of the Bonds as contemplated in this Section 8.

#### **9. Indemnification and Insurance.**

Upon the Effective Date, Company shall purchase and maintain insurance of the following types and form during the Term, and the Company shall ensure that its vendors, contractors, subcontractors, and/or haulers obtain and maintain the types and forms of insurance during the Term that are reasonable. Company shall furnish Municipality with certificates of insurance and endorsements of all required insurance, as may be reasonably requested.

a. 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 five million dollars (\$5,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form or claims made form. Company agrees that it will include the Municipality as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing before any other insurance, including any deductible, maintained by, or provided to, the additional insured. All insurers shall have at least an A - (VII) or better rating by A.M Best and be qualified to do business in the jurisdiction where the Project is located. Company shall maintain CGL coverage for itself and all additional insured throughout the Term of this Agreement, and for at least two (2) years after the termination of this Agreement.

b. 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. Company shall provide 30 days' notice to the Municipality prior to cancellation of any coverage.

d. Indemnification by the Municipality. The Municipality hereby releases and agrees to indemnify and hold harmless Company, its members and Affiliates and its and their officers, directors, contractors, subcontractors, employees, successors and assigns (hereinafter collectively "Company Wind Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Company Wind Releasees arising out of or resulting from the Municipality's negligent or willful misconduct in the course of Municipality's completion of any Road repairs under this Agreement. More particularly, but without in any way limiting the foregoing, the Municipality hereby releases the Company Wind Releasees and agree to indemnify and hold harmless the Company Wind Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any Road by the Municipality, its respective employees, agents, representatives or contractors or its respective employees, agents or representatives.

e. Indemnification, Waiver and Forbearance. To the fullest extent permitted by law, Company shall defend, indemnify and hold harmless the Municipality, its agents, officers, board members and employees from and against all claims, damages, losses and expenses (including reasonable attorneys' fees), arising out of or resulting from Company's breach of this Agreement, Damage to the Roads, 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. 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. Notwithstanding anything to the contrary herein, but subject to the waiver of rights under Highway Law § 320, the Municipality has not waived any and all other rights and remedies that may be available and applicable under the New York State, local and federal law, including but not limited to, the New York Highway Law, County Law and General Municipal Law.

f. **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT IT IS THE INTENT THAT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ITS RELATED PERSONS, FOR CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED UPON NEGLIGENCE, STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

**10. 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.

**11. 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.

**12. 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.

**13. Governing Law.**

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

**14. Binding Effect/Assignment.**

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

b. Company may, without the consent of the Municipality, assign this Agreement or any or *all* of its rights, interests or obligations under this Agreement to (i) an affiliate of Company, (ii) an entity to which Company has conveyed or leased the Bluestone Wind Project, or (iii) any corporation, partnership, limited liability company or other business entity that acquires all or substantially all of the assets used in connection with the Bluestone Wind Project; provided further that, assignee agrees in writing to be bound by the terms of this Agreement. Company or the assignee shall provide notice of the assignment of this Agreement prior to assignee using the Roads pursuant to the terms of this Agreement.

c. Company may, without the consent of the Municipality, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to any lender or equity provider providing financing for the Bluestone Wind Project as security for Company's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) (a "**Permitted Collateral Assignee**"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the Municipality shall, upon the request of Company, deliver to Company and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Company and the Permitted Collateral Assignee and which shall contain customary provisions.

**15. 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.

**16. 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.



Highway Building  
47 Thomas Street  
Chenango, New York 13901

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section 18.

**19. Cure.**

a. In the event the Municipality believes a default in the obligations of the Company under this Agreement has occurred, Municipality shall give Company written notice of such alleged default and the Company shall have thirty (30) days (or ten (10) days for alleged defaults which are already subject to an express time period, such as, for example, Company's obligation to replenish escrow funds in Section 3(h)), or longer if the Agreement expressly allows for a longer cure period, 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 thirty (30) days, Company shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) (or ten (10) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days. No cure period shall apply to a default that requires immediate attention pursuant to Section 6 of this Agreement. Notwithstanding anything in this Section 19 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.

b. In the event the Company believes a default in the obligations of the Municipality under this Agreement has occurred, Company shall give Municipality written notice of such alleged default and Municipality shall have thirty (30) days (or ten (10) days for alleged defaults which are already subject to an express time period, such as, for example, Municipality's obligation to return the balance of escrow funds in Section 3(h)) or longer if the Agreement expressly allows for a longer cure period 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 thirty (30) days, Municipality shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days.

**20. Further Assurances**

Each Party agrees to reasonably cooperate with the other Party's reasonable use of Roads.

**21. Term.**

a. The term of this Agreement shall become effective as of the date first written above and shall remain in effect, unless terminated earlier in accordance with this Agreement, until the date that is thirty (30) days after the date on which the Bluestone Wind Project facilities

are decommissioned in accordance with this Agreement ("Term").

b. Municipality agrees that the Company's right to place Cables and Utility Poles and other infrastructure as permitted herein in the Roads and in the Municipality's right of way shall be irrevocable during the Term.

## **22. Restoration and Decommissioning**

Unless otherwise agreed by Municipality, Company shall restore to the original condition all temporary construction easements and turning radii within 180 days after Company's delivery of the Post Construction Report during the Decommissioning Phase. Prior to the end of the Term of this Agreement, Company shall remove the above-ground Cables and Utility Poles. Company shall be permitted to leave in place all underground Cables and other infrastructure buried to depth of 48 inches or greater, otherwise Company shall remove such facilities prior to the end of the Term of this Agreement. With respect to underground Cables and other underground infrastructure left in place after the Term such infrastructure may be removed by the Municipality at its sole discretion. Company shall be permitted to leave in place all Road improvements, driveways and curb cuts.

## **23. Intentionally Omitted**

## **24. Force Majeure**

a. **Force Majeure Event Defined.** As used in this Agreement, "Force Majeure Event" means causes or events that are beyond the reasonable control of, and without the fault or negligence of, the Party claiming such Force Majeure Event, including, without limitation, natural disasters; fire; lightning strikes; earthquake; acts of God; unusually or unseasonably severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this Section 24; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money).

b. **Applicability of Force Majeure Event.** No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

- (1) the non-performing Party will give the other Parties written notice within forty eight (48) hours of the commencement of the Force Majeure Event, with details to be supplied within fourteen (14) calendar days after the commencement of the Force Majeure Event further describing the particulars of the occurrence of the Force Majeure Event;

- (2) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;
- (3) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance and will provide a written report to the other Parties during the period that performance is delayed or prevented describing actions taken and to be taken to remedy the consequences of the Force Majeure Event, the schedule for such actions and the expected date by which performance will no longer be affected by the Force Majeure Event; and
- (4) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Parties written notice to that effect.

[signature page to follow]

**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.

**Bluestone Wind, LLC**

**County of Broome**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

List of Exhibits – To be provided by Company at a later date as set forth in the Agreement

- Exhibit A-1: List of Roads
- Exhibit A-2: Map of Roads
- Exhibit B-1: Locations of Underground Cables
- Exhibit B-2: Locations of Overhead Cables and Utility Poles
- Exhibit C: Locations of Temporary Construction Easements and Turning Radii
- Exhibit D: Location of Driveways and Curb Cuts
- Exhibit E: Repair Techniques
- Exhibit F: Road Inspection and Release Completion Letter

**Exhibit A-1**  
**List of Roads**  
**[To be Provided Prior to Construction]**

**Exhibit A-2**

**Map**

**[To be Provided Prior to Construction]**

**Exhibit B-1**

**Locations of Underground Cables**

**[To be Provided Prior to Construction]**

**Exhibit B -2**  
**Locations of Overhead Cables and Utility Poles**

**[To be Provided Prior to Construction]**

**Exhibit C**

**Locations of Temporary Construction Easements and Turning Radii**

**[To be Provided Prior to Construction]**

**Exhibit D**

**Location of Driveways and Curb Cuts**

**[To be Provided Prior to Construction]**

**Exhibit E**

**Repair Techniques**

**Paved Surface:**

Base Repair ( hot mix areas)	Surface Repair (Gouges, track marks)
Mill four inches in depth to the limits of the repair as field located	Shim and then Chip Seal per NYSDOT Specification 410 -- Full Lane width in the area of the surface repair.
Install 2.5 inches of NYDOT Section 402 19 mm HMA*	NYDOT hot mix ( shim) may be applied in areas of minor depressions at the County's direction
Install 1.5 inches of NYDOT HMA* 9.5 mm hot mix	Sand Seal Per NYSDOT Specification 410
Seal edges with NYDOT joint sealant	

\*HMA to Meet ESAL Mix Design Level of 50 Gyration

**Chip Seal Surface:**

Loss of surface material:	Base Repair:(excess rutting or base failure)
Install NYDOT Section 410 Bituminous Surface Treatment in areas where existing surface material loss occurs.	Profile the roadway by a full depth reclamation in four to eight inch lifts using a calcium chloride binder
Spot chip seal repairs will be applied on an as needed basis per Section 410 (not limestone)	Install a NYDOT double chip seal over the reprofiled area per Section 410 (not limestone)

**Aggregate and Dirt Surfaces:**

Regrade and reshape rutted aggregate and dirt surfaces	Apply dust control as determined to be necessary. Water or commercial dust control
Repair ditch lines as necessary	Furnish and install 4 inches of crusher run aggregate in the areas of repair.

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

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

**Notifications:**

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

**Completion:**

Upon completion of the construction of the Bluestone Wind Project, Company will contact the Director of Highways 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 F**

**Road Inspection and Release**

Whereas the County of Broome has inspected and approved the necessary repairs on \_\_\_\_\_  
Road (the "Road") on \_\_\_\_\_ 20 \_\_\_\_\_.

The County of Broome hereby releases Company, according to the terms of the Road Use  
Agreement dated \_\_\_\_\_ 20 \_\_\_\_\_, from any future repairs on the Road  
from the following date: \_\_\_\_\_ 20 \_\_\_\_\_.

County of Broome

\_\_\_\_\_

Intro No. 16  
Date 1/23/20  
Reviewed by ADS  
Co. Attorney  
Date 1/6/20

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

**Sponsored by:** Public Works & Transportation and Finance Committees

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CREIGHTON MANNING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE BINGHAMTON METROPOLITAN TRANSPORTATION STUDY FOR 2020**

WHEREAS, RFP 2019-092 BC Transit System Bus Stop Improvement Plan and Sign Design Guide was advertised and

WHEREAS, the Director of BMTS requests authorization for an agreement with Creighton Manning for professional engineering services at a cost not to exceed \$67,240, for the period January 1, 2020 through July 1, 2020, and

WHEREAS, said services are necessary to implement a BC Transit System Bus Stop Improvement Plan and Sign Design Guide, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Creighton Manning Engineering, LLP, 2 Winners Circle, Albany, New York 12205 for professional engineering services for the Binghamton Metropolitan Transportation Study for the period January 1, 2020 through July 1, 2020, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$67,240 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 37000007.6004573.1011 (Other Fees for Services), and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. \_\_\_\_\_  
Date 1/23/2020  
Reviewed by JS  
Co. Attorney \_\_\_\_\_  
Date 1/6/20

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

**Sponsored by:** Public Works & Transportation and Finance Committees

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS FOR 2020-2022**

WHEREAS, the Commissioner of Public Works requests authorization for an agreement with Barton & Loguidice, D.P.C. for professional engineering services for the Department of Public Works at a cost not to exceed \$289,000, for the period January 17, 2020 through December 31, 2022, and

WHEREAS, said agreement is necessary for P.E./Design, ROW Incidentals and Acquisition for the Old Route 17 (CR 28) Bridge & Chestnut Street Culvert over Hotchkiss Creek Replacement Project, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Barton & Loguidice, D.P.C., 59 Court Street, Suite 712, Binghamton, New York 13901 for professional engineering services for the Department of Public Works for the period January 17, 2020 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$289,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 15030001.6004572.2920107 (Engineering & Architectural), and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 18  
Date 1/23/2020  
Reviewed by JLS  
Co. Attorney  
Date 1/6/20

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

**Sponsored by:** Public Works & Transportation and Finance Committees

**RESOLUTION AUTHORIZING AN AGREEMENT WITH DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS FOR 2020-2022**

WHEREAS, the Commissioner of Public Works requests authorization for an agreement with Delta Engineers, Architects, & Land Surveyors for professional engineering services for the Department of Public Works at a cost not to exceed \$276,885, for the period February 1, 2020 through December 31, 2022, and

WHEREAS, said agreement is necessary for P.E./Design, ROW Incidentals and Acquisition for the Hooper Road over Patterson Creek Bridge Rehabilitation Project, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Delta Engineers, Architects, & Land Surveyors, 860 Hooper Road, Endwell, New York 13760 for professional engineering services for the Department of Public Works for the period February 1, 2020 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$276,885 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 15030001.6004572.2920098 (Engineering & Architectural), and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 19  
 Date 1/23/20  
 Reviewed by MS  
 Co. Attorney  
 Date 1/6/20

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

**Sponsored by:** Finance and Public Works & Transportation Committees

**RESOLUTION AMENDING THE 2020 CAPITAL IMPROVEMENT PROGRAM**

RESOLVED, that the 2020 Capital Improvement Program is hereby amended as follows:

FROM:

<u>Code</u>	<u>Project Name</u>	<u>Total</u>	<u>Estimated Construction Cost:</u>		
			<u>State</u>	<u>Federal/Other</u>	<u>County</u>
1520088	Watershed Site 13 Compliance Upgrade Design/Permit	\$280,000	\$0	\$0	\$280,000

<u>Local Finance Law Section 11</u>			<u>How Financed:</u>	
<u>Year Start</u>	<u>YPU</u>	<u>LFL</u>	<u>Bond</u>	<u>Current Revenue</u>
2020	5	62a	\$280,000	\$0

TO:

<u>Code</u>	<u>Project Name</u>	<u>Total</u>	<u>Estimated Construction Cost:</u>		
			<u>State</u>	<u>Federal/Other</u>	<u>County</u>
1520088	Watershed Site 9C Compliance Upgrade Design/Permit	\$280,000	\$0	\$0	\$280,000

<u>Local Finance Law Section 11</u>			<u>How Financed:</u>	
<u>Year Start</u>	<u>YPU</u>	<u>LFL</u>	<u>Bond</u>	<u>Current Revenue</u>
2020	5	62a	\$280,000	\$0

Design & permitting phase for upgrades to watershed site 9C to bring County flood control structure up to NYSDEC Dam criteria standards.

and be it

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

Intro No. 20  
Date 1/23/20  
Reviewed by ALA  
Co. Attorney  
Date 1/6/20

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

**Sponsored by:** Personnel and Finance Committees

**RESOLUTION AUTHORIZING AMENDMENT TO EXHIBIT "A" OF RESOLUTION 2019-484 WHICH AUTHORIZED THE HOURLY RATE SCHEDULE FOR NON-UNION, TEMPORARY AND SEASONAL EMPLOYEES**

WHEREAS, the County Legislature authorized and approved the hourly rate schedule for non-union, temporary and seasonal employees, last amended by Resolution 484 of 2019, and

WHEREAS, it is necessary at this time to authorize the amendment to Exhibit "A" of Resolution 2019-484 to include the title of Deputy Emergency Medical Services Coordinator Union Code 52, 2020 Hourly Rate \$13.29 under Emergency Services, and

WHEREAS, it is necessary at this time to authorize the amendment to Exhibit "A" of Resolution 2019-484 to change Usher Hourly rates from \$13.50 to \$11.10 for 2019 and \$14.50 to \$11.80 for 2020 under Parks, Recreation and Youth Services, and

WHEREAS, it is necessary at this time to authorize the amendment to Exhibit "A" of Resolution 2019-484 to change Head Usher rates from \$16.00 to \$12.60 for 2019 and \$16.50 to \$ 13.30 for 2020 under Parks, Recreation and Youth Services, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves the amendment to Exhibit "A" of Resolution 2019-484 to include the title of Deputy Emergency Medical Services Coordinator Union Code 52, 2020 Hourly Rate \$13.29 under Emergency Services, and be it

FURTHERE RESOLVED, that this County Legislature hereby authorizes and approves the amendment to Exhibit "A" of Resolution 2019-484 to change Usher Hourly rates from \$13.50 to \$11.10 for 2019 and \$14.50 to \$11.80 for 2020 under Parks, Recreation and Youth Services, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes and approves the amendment to Exhibit "A" of Resolution 2019-484 to change Head Usher rates from \$16.00 to \$12.60 for 2019 and \$16.50 to \$ 13.30 for 2020 under Parks, Recreation and Youth Services, and be it

FURTHER RESOLVED, that the County Executive or his 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.

Intro No. 21  
Date 1/23/2020  
Reviewed by RMS  
Co. Attorney  
Date 1/6/20

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

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

**RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME COUNTY SOIL AND WATER CONSERVATION DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Chair of the Broome County Legislature, pursuant to the powers vested in him by Resolution 27 of 1972, the Broome County Charter and Administrative Code, and Section 6 of the Soil and Water Conservation Districts Law, has duly designated and appointed, pending confirmation by this Legislature, the following named individual to membership on the Broome County Soil and Water Conservation District Board of Directors for the term indicated:

<u>Name</u>	<u>Term Expiring</u>
Ms. Erin Heard 176 Depot Hill Road Port Crane, New York 13833	12/31/2022 Reappointment

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 27 of 1972, the Broome County Charter and Administrative Code and Section 6 of the Soil and Water Conservation Districts Law, does hereby confirm the appointment of the above-named individual to membership on the Soil and Water Conservation District Board of Directors in accordance with her appointment by the Legislative Chair.

Intro No. 92  
Date 1/23/2020  
Reviewed by [Signature]  
Co. Attorney  
Date 1-6-2020

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

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

**RESOLUTION AUTHORIZING RENEWAL OF THE CHILD FATALITY REVIEW TEAM PROGRAM GRANT FOR THE DEPARTMENT OF HEALTH AND ADOPTING A PROGRAM BUDGET FOR 2020-2021**

WHEREAS, this County Legislature, by Resolution 514 of 2018, authorized and approved renewal of the Child Fatality Review Team Program Grant for the Department of Health and adopted a program budget in the amount of \$60,000 for the period February 1, 2019 through January 31, 2020, and

WHEREAS, said program reviews child fatalities under age 18 and identifies ways to prevent these deaths, and

WHEREAS, it is desired to renew said program grant in the amount of \$60,000 for the period February 1, 2020 through January 31, 2021, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$60,000 from the New York State Office of Children and Family Services, 52 Washington Street, Rensselaer, New York 12144 for the Department of Health's Child Fatality Review Team Program Grant for the period February 1, 2020 through January 31, 2021, 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 \$60,000, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes the Department of Health to accept and allocate additional Child Fatality Review Team Program funds for the period February 1, 2020 through January 31, 2021 provided there is no increase in employee head count and the County's financial contribution is not increased and the salary rate is not changed, and be it

FURTHER RESOLVED, that the County Executive or his 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 his 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 his 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.

BUDGET EXHIBIT

Broome County Health Department  
 Child Fatality Review Team  
 2/1/20 - 1/31/21

Department Code: 25010004  
 Project: 2510621

	2/1/19-1/31/20	2/1/20-1/31/21
	<u>Budget</u>	<u>Proposed Budget</u>
<b><u>Appropriations</u></b>		
<b>Personal Services</b>		
6001001 SALARIES PART-TIME	-	-
<b>Total Personal Services</b>	<u>-</u>	<u>-</u>
<b>Contractual Expenditures</b>		
6004012 OFFICE SUPPLIES	660.00	660.00
6004045 TRAINING AND EDUCATIONAL SUPPL	2,000.00	2,000.00
6004048 MISC OPERATIONAL SUPPLIES	1,761.00	1,193.00
6004100 POSTAGE AND FREIGHT	50.00	50.00
6004146 SUBCONTRACTED PROGRAM EXPENSE	24,840.00	24,840.00
6004161 TRAVEL, HOTEL AND MEALS	100.00	100.00
<b>Total Contractual Expenditures</b>	<u>29,411.00</u>	<u>28,843.00</u>
<b>Chargeback Expenditures</b>		
6004610 PERSONAL SERVICES CHARGEBACK	30,239.00	30,807.00
6004617 DUPLICATING/PRINTING CHARGEBACK	300.00	300.00
6004618 OFFICE SUPPLIES CHARGEBACK	50.00	50.00
<b>Total Chargeback Expenditures</b>	<u>30,589.00</u>	<u>31,157.00</u>
<b>Fringe Benefits</b>		
6008001 STATE RETIREMENT	-	-
6008002 SOCIAL SECURITY	-	-
6008004 WORKERS COMPENSATION	-	-
6008006 LIFE INSURANCE	-	-
6008007 HEALTH INSURANCE	-	-
<b>Total Fringe Benefits</b>	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<b>60,000.00</b>	<b>60,000.00</b>
<b>Revenue</b>		
5000840 STATE AID - HEALTH	60,000.00	60,000.00
<b>Total Revenue</b>	<u><u>60,000.00</u></u>	<u><u>60,000.00</u></u>

# BROOME COUNTY HEALTH DEPARTMENT

PROGRAM: Child Fatality Review Team

2/1/20-1/31/21

## SUMMARY OF PERSONAL SERVICE POSITIONS

### Full-Time Positions

Title of Position / FTE	FTE	Grade/Unit	Actual 2/1/19-1/31/20	Currently Authorized 2/1/19-1/31/20	Requested 2/1/20-1/31/21	Recommended 2/1/20-1/31/21
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Total Full-Time Positions:                      0                      0                      0                      0

### Part-Time Positions

Title of Position / FTE	FTE	Grade/Unit	Actual 2/1/19-1/31/20	Currently Authorized 2/1/19-1/31/20	Requested 2/1/20-1/31/21	Recommended 2/1/20-1/31/21
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Total Part-Time Positions:                      0                      0                      0                      0

Intro No. 23  
Date 1/23/20  
Reviewed by EGS  
Co. Attorney  
Date 1/8/20

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

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE VILLAGE OF DEPOSIT AND TOWN OF DEPOSIT FOR THE BROOME COUNTY SHERIFF TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE VILLAGE OF DEPOSIT**

WHEREAS, the Village of Deposit Board of Trustees approved dissolution of its Village Police Department effective March 1, 2020 and wishes to enter into an intermunicipal agreement with the Broome County Sheriff to provide additional law enforcement services within the Village of Deposit, and

WHEREAS, the proposal was also put to referendum and the residents voted in favor of eliminating the Village of Deposit Police Department, and

WHEREAS, an intermunicipal agreement is necessary within the Town of Deposit authorizing the Broome County Sheriff to provide law enforcement services within those areas of the Village of Deposit that are within the Town of Deposit, and

WHEREAS, the Broome County Sheriff is willing to provide said services to the Village of Deposit, now, therefore, be it

RESOLVED, that this County Legislature authorizes the County and Broome County Sheriff to enter into an intermunicipal with the Village of Deposit, 146 Front Street, Deposit, NY 13754 and Town of Deposit, 3 Elm Street, Deposit, NY 13754, to provide additional law enforcement services within the Village of Deposit for the period March 1, 2020 through February 28, 2025, and be it

FURTHER RESOLVED, that in consideration of said services the Village of Deposit shall pay Broome County \$60,000 for the first year of this agreement, and said payment shall increase \$5,000 per year for the remaining years of the agreement, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 23020000.5000189.1010, and be it

FURTHER RESOLVED, that the Village shall transfer the title to two Village police vehicles to the County of Broome for use by the Broome County Sheriff's office, and provide fuel for the Sheriff's vehicles when patrolling Deposit, and be it

FURTHER RESOLVED, that the County Executive, Broome County Sheriff or their designees are authorized to execute any 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.