

INTERMUNICIPAL AGREEMENT

TO FORM THE BROOME-TIOGA STORMWATER COALITION FOR FEDERAL PHASE II MS4 STORMWATER REGULATION IMPLEMENTATION IN BROOME AND TIOGA COUNTIES

March 2024

An INTERMUNICIPAL AGREEMENT among municipal corporations of the County of Broome, Edwin L. Crawford Building, 44 Hawley St, PO Box 1766 and the County of Tioga, 56 Main Street, Owego NY 13827, hereinafter referred to as "Counties" and the City of Binghamton, 38 Hawley Street, Binghamton NY 13901, hereinafter referred to as "City" and the Town of Binghamton, 279 Park Avenue, Binghamton NY 13903, the Town of Chenango, Chenango Town Hall, 1137 Front Street, Binghamton NY 13905, the Town of Conklin, PO Box 182, 1271 Conklin Rd, Conklin NY 13748, the Town of Dickinson, 531 Old Front Street, Binghamton NY 13905, the Town of Fenton, 44 Park Street, Port Crane NY 13833, the Town of Kirkwood, 70 Crescent Drive, Kirkwood NY 13795, the Town of Owego, 2354 State Route 434, Apalachin, NY 13732, the Town of Union, 3111 E Main Street, Endwell NY 13760, the Town of Vestal, 605 Vestal Parkway W, Vestal NY 13850, hereinafter referred to as "Towns", and the Village of Endicott, 1009 E Main Street, Endicott NY 13760, the Village of Johnson City, 243 Main Street, Johnson City NY 13790, and the Village of Port Dickinson, 786 Chenango Street, Binghamton NY 13901, hereinafter referred to as "Villages".

WHEREAS, the Phase II federal stormwater regulations require that regulated small municipal separate storm sewer system operators must prepare and implement a stormwater management program that includes six minimum control measures; and;

WHEREAS, the municipalities recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and because there are opportunities to save time, money, and energy by working collaboratively, the municipalities should work together to identify and analyze options for meeting the requirements of the Phase II Federal stormwater regulations; and;

WHEREAS, the Counties, Towns, Villages and City have an interest in protecting water quality and have been participating in the Broome-Tioga Stormwater Coalition and;

WHEREAS, the Towns and Villages and City and the Counties of Broome and Tioga recognize the benefits of cooperating to achieve improved water quality and flood control, and;

WHEREAS, a Broome-Tioga Stormwater Coalition started has been holding meetings since January of 2003 to identify and analyze options for pooling resources to meet the requirements of the Phase II Federal Stormwater Regulations, and;

WHEREAS, the Broome-Tioga Stormwater Coalition provides participating MS4 communities with access to public education programming, public participation events, training opportunities, collaborative annual reporting, asset mapping, and other services, and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. To continue participation as formal members of the Broome-Tioga Stormwater Coalition.
2. To contribute an annual fee of \$4500.00 toward the implementation of Broome-Tioga Stormwater Coalition projects and programming to be submitted by March 10th of each year, the beginning of the

MS4 annual reporting period, to be submitted to Southern Tier East Regional Planning Development Board per their role in BTSC administration.

- a. For the first budget year, (March 10, 2024-March 9, 2025), communities that do not have the increase in funding allocated in their 2024 Fiscal Year budget can provide the annual fee for Year 1 and Year 2 by March 10, 2025, with a Letter of Commitment signed by their Elected Official.
3. To authorize the work of the Broome-Tioga Stormwater Coalition whose purpose it is to cooperatively implement the MS4 Stormwater Management Plans required by the DEC's Phase II Stormwater regulations and thereby oversee the utilization and expenditure of funds received on behalf of the Coalition for said purpose.
4. Each municipal corporation will designate an official representative to serve on the Broome-Tioga Stormwater Coalition. The designee shall be responsible to attend and participate in meetings of the Coalition and to transmit stormwater policy Issue questions to their municipal corporation. The designee shall also be responsible to obtain opinions on stormwater policy issues from the municipal corporation and to share such opinions with the Stormwater Coalition membership. Each municipal corporation may also designate additional representatives to participate in the work of the Stormwater Coalition in cooperation and coordination with the official representative.
5. This Agreement may be modified or amended only In writing duly executed by all parties, which shall be attached to and become a part of this Agreement.
6. Each municipal corporation shall, to the extent of its general commercial liability insurance, indemnify and hold harmless the other municipal corporations, its officers, agents and assigns for all liability arising as a result of its own acts and omissions regarding the activities under this Agreement. It is understood and agreed that no municipal corporation shall indemnify any or all of the other municipal corporations for liability arising as a result of the acts or omissions of another municipal corporation who is a party to this Agreement.
7. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.
8. This agreement shall become effective upon the municipal corporation's execution of the Agreement. In the event that not all of the municipal corporations identified in the initial paragraph of this Agreement execute the Agreement, the municipal corporations executing the Agreement agree that it shall be binding as to them.
9. Any municipal corporation may withdraw from this Agreement upon sixty (60) days written notice to the other municipal corporations who are parties to the Agreement. The withdrawal of one or more municipal corporation shall not result in the termination of this Agreement and its provisions shall continue to be applicable to the municipal corporations remaining parties to the Agreement.
10. This Agreement may be terminated upon the written consent of a majority of the municipal corporations who are parties to this Agreement at the time of the proposed termination.
11. This agreement is for the period of March 10, 2024-March 9, 2029.

IN WITNESS WHEREOF the signatories of this agreement hereby authorize this Memorandum of Understanding:

Municipality: _____

Signatory Name: _____

Signature: _____

Date: _____

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MEMORANDUM OF AGREEMENT BETWEEN BROOME COUNTY AND THE VILLAGE OF ENDICOTT FOR PROJECT ADMINISTRATION AND ADMINISTRATION OF GRANT FUNDS UNDER

THE LOCAL WATERFRONT REVITALIZATION PROGRAM (hereinafter "LWRP") THROUGH THE NEW YORK STATE DEPARTMENT OF STATE (hereinafter "NYSDOS")

CA 9-440

This Memorandum of Agreement (MOA) is entered into this day of , 2024 between the VILLAGE OF ENDICOTT (hereinafter VILLAGE) having offices at 1009 East Main street, Endicott, New York 13 760, and the County of Broome (hereafter COUNTY) having offices at P.O. Box 1766, Binghamton, New York 13902. This agreement has been authorized by Permanent Resolution 2023-542, adopted by the Broome County Legislature on December 14, 2023, and attached hereto as Exhibit "A". The COUNTY intends to initiate a project funded under the NYSDOS LWRP (Contract C 1002284) administered by the COUNTY with authorization from the VILLAGE to complete associated work at the project site.

PURPOSE

The purpose of this agreement is to outline the terms and conditions under which Broome County will construct and operate an extension of the recreational multi-use trail known as the Chugnut Trail to expand recreational opportunities for residents and visitors, provide safe transportation alternatives, improve public health and quality of life, and support efforts to grow the trail into a tourism destination and economic development asset.

PROJECT

The Chugnut Trail Extension Project Feasibility Report (2014) and Design Drawings (2019) identifies preferred routes to extend the Chugnut Trail that will improve connections to parks and neighborhoods in the Village of Endicott and Town of Union. In 2023, the COUNTY was awarded \$2,613,820 in funding from NYSDOS to construct a segment of the Chugnut Trail and make improvements to Grippen Park. The proposed trail is a 10-foot-wide paved trail extending approximately 0.6 miles from the intersection of River Terrace and Davis Avenue to Grippen Park in the Village of Endicott.

The proposed path of the Chugnut Trail segment crosses through seven (7) parcels. Broome County is the owner of four (4) parcels 156.20-1-27, 156.20-1-17, 156.20-1-29, and 156.20-1-71 including Grippen Park and the Roundtop Picnic Area. The Village of Endicott is the owner of three (3) parcels 156.20-1-28, 156.20-1-30, and 156.20-1-68, including a municipal utility right-of-way. The Village of Endicott is also the owner of South Grippen Avenue.

A portion of the project is located on VILLAGE property which an agreement is needed to provide access for construction, maintenance, and operation activities associated with the trail project. The properties subject to this agreement are shown on the plan attached as Exhibit "A".

TERMS OF AGREEMENT

The VILLAGE agrees to the following terms:

1. The VILLAGE permits the COUNTY to access the property for the planning, construction and maintenance of the Chugnut Trail extension project.

2. Any modifications to the design affecting VILLAGE property or infrastructure shall be approved by the VILLAGE prior to construction.
3. The VILLAGE shall participate in meetings and provide technical assistance as needed on issues related to the design and construction of the trail.
4. The VILLAGE will maintain ownership and maintenance of its property and infrastructure.
5. If for any reason, the VILLAGE must complete ground disturbance activities on the trail, the VILLAGE is responsible for repairing and restoring the trail to its original condition.
6. The VILLAGE will provide all information and documentation needed to comply with the terms of the NYSDOS grant agreement (C 1002284).
7. The VILLAGE agrees to not sell, lease, exchange, or use the affected lands for non-recreational uses without notifying the COUNTY and complying with the terms and conditions related to parkland alienation (9 CRR-NY 432.5 pursuant to Section 15.09 of the Parks, Recreation and Historic Preservation Law).

The COUNTY agrees to the following terms:

1. The COUNTY will contribute grant funds awarded by the NYSDOS from the LWRP for the proposed trail segment not to exceed the listed amount described above.
2. The COUNTY will manage the grant, oversee construction and implementation of the project, and coordinate/report activities to the VILLAGE.
3. The COUNTY will provide a copy of the completed plans and drawings to the VILLAGE.
4. The COUNTY will assume responsibility of ongoing maintenance and operations of the constructed trail with the exception of repair and restoration relating to ground disturbance or other similar activities conducted by the VILLAGE as described above.
5. The COUNTY agrees to not sell, lease, exchange, or use the affected lands for non-recreational uses without complying with the terms and conditions related to parkland alienation (9 CRR-NY 432.5 pursuant to Section 15.09 of the Parks, Recreation and Historic Preservation Law).

TERMINATION

The agreement can be terminated by either party at any time upon thirty (30) days written notice to the other party.

AMENDMENTS

The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by an authorized representative of the parties.

IDEMNIFICATION

In consideration of this agreement, each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims, suits, damages, costs, lawsuits, and expenses in any manner resulting from, arising out of or connected with the said work done or goods furnished by said party.

The term of this agreement shall be from the date of execution for so long as public trail use continues.

Resolution 23-542

COUNTY OF BROOME

VILLAGE OF ENDICOTT

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**Architectural/ Engineering
Consultant Contract**

PIN 9755.33

Municipal Contract No. _____

Agreement made this ____ day of _____, 20__ by and between

Village of Endicott (municipal
corporation)

having its principal office at 1009 East Main Street, Endicott, NY 13760 (to
be known throughout this document as the "**Sponsor**")

and

McFarland-Johnson, Inc.

with its office at 49 Court Street, Suite 240, Binghamton, NY 13901
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as Vestal Avenue/North Street 1R Pavement Preservation (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, Nick Burlingame, Mayor, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - Staffing Rates, Hours, Reimbursables and Fee.
- **Appendix "A-1"** – Supplemental Title VI Provisions (Civil Rights Act)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

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**TASK ORDER
AUTHORIZATION
NO. 03**

PROJECT: Five-Year Consultant Services Contract for Tri-Cities Airport
MJ Project No. 19089.03

DATE OF ISSUANCE: March 6, 2024

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order include the following and are further described on the attached Exhibit "A"
Scope of Services:

Runway 3 & 21 Runway End Identifier Light Replacements

METHOD OF COMPENSATION: Lump Sum, per attached Exhibit B

THIS TASK ORDER AMOUNT NO. 03

DAYS OR DATES TO COMPLETE THIS
TASK ORDER


\$ 24,307

6 months

The Agreement for Professional Engineering Services between the Village of Endicott, New York (SPONSOR) and McFarland-Johnson, Inc. (CONSULTANT), for Professional Services at Tri-Cities Airport, dated February 8, 2023, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:

APPROVED:

by 
James M. Festa, PE
CEO

by _____
Nick Burlingame
Mayor

Village of Endicott
Water Pollution Control Plant
1009 E. Main Street
Endicott, New York 13760

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March 14, 2024

RE: Change Order for Engineering for the Solids Handling Project

Dear Mayor and Board of Trustees,

The Solids Handling Project is still in its final stages, however the thermal dryer's original system for conditioning the biosolids for the belt is not great. The original sifter basket is designed to have biosolids go through a perforated metal screen. This has some limitations, noodling and trash.

The current and original sifter basket design takes the dewatered biosolids and pushes and scrapes the material through the screen. Ideally resulting in short particles. However, at times the unit makes long noodles of material versus the shorter particles. The noodle material is challenging to get uniform coverage on the belt and thus more challenging to dry. In addition, any debris that enters the sifter box remains if it can't pass through the screen. This then requires 2-3 hours of maintenance work to remove, clean out and reinstall the sifter basket.

Gryphon Environmental recognized this issue and has developed a new Harrow sifter that eliminates the sifter basket. This allows for material to flow through freely, eliminates the potential for noodling and doesn't require the removal and cleaning of the sifter basket for maintenance. This new design is a major improvement versus the current sifter equipment.

This project has been funded through a zero percent EFC loan, and in order to continue to use those funds an engineer must provide a signed engineering report for their review. This change order will allow the engineer to provide EFC the necessary documentation to utilize our loan for the purchase of this new sifter.

The dryer is currently operating as well as it ever has, however the ability to make the process easier and more flexible are always goals. This change order will allow the engineer to communicate with EFC why this is beneficial and how it is technically feasible. The change order is for \$10,000.

If you have any questions regarding the project or would like additional information, please let me know.

Sincerely,
Philip Grayson
Chief Operator, Wastewater

Enclosed: Wendel Change Order -- WPCP Digester and Sludge Dryer Upgrades
Additional Services 3/14/2024