



January 6, 2016

James Finch, Supervisor  
Town of Conklin  
1239 Conklin Road  
Conklin, NY 13748

**Re: 2016 Retainer Agreement**

Dear Supervisor Finch:

Please consider this letter confirmation our agreement for fees for legal services to be rendered to the Town of Conklin for the year 2016. The annual retainer arrangement is in the amount of \$72,060, billed at \$6,005 per month.

This retainer applies to the vast majority of the legal services which are performed for the Town, including attendance at Town Board, Planning Board and Zoning Board of Appeals meetings, legal research and opinion on legal matters facing the Town, counsel on a daily basis to Town Board members, Town officials and employees, answering questions from Town residents, the preparation for and handling of routine Justice Court trials for Code Enforcement and Dog Control violations, and numerous other services. Additionally, to the extent we can be excused from meetings which have no pending legal issues, this will keep control of the cost of legal services. For those meetings, I can always be available by cell phone.

We will continue to provide a detailed review of our services in our monthly invoices, which is the most informative of the work we perform for the Town.

The legal services not covered by this retainer are for matters arising solely in connection with special projects such as flood and highway culvert projects, union and collective bargaining issues, legal services rendered to special districts including water, sewer and fire, litigation matters, including tax certiorari cases, non-routine justice court matters, such as contested code enforcement and dog control cases, and other unanticipated projects. We will advise you of any matters which we undertake on your behalf that we consider to be outside of the retainer amount. We are proposing to maintain the current hourly rate of \$175.00 per hour for attorneys for these non-retainer items and \$110.00 per hour for paralegals assigned to these non-retainer items.

*Patricia A. Finch*

BINGHAMTON  
BAINBRIDGE  
ITHACA  
OWEGO  
HANCOCK  
MONTROSE  
WALTON

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99 Corporate Drive  
Binghamton, New York 13904

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PO Box 2039  
Binghamton, NY 13902-2039  
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Town of Conklin  
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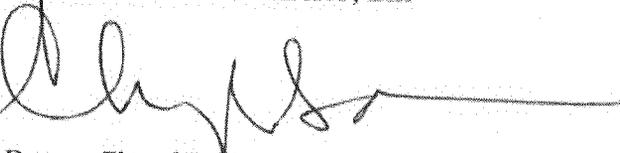
In addition to legal fees, we also charge for disbursements which we incur as direct expenses for photocopying fees, telephone charges, postage, and mileage traveled outside the area on behalf of the Town.

Please confirm this agreement by returning an executed copy to our office.

If you have any questions concerning the above terms, please let us know. We are looking forward to our continued representation of the Town of Conklin.

Very truly yours,

COUGHLIN & GERHART, LLP



By: Cheryl I. Sacco  
Partner

CIS/kjg

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**Retainer Agreement**  
**Accepted as Presented Herein:**

**TOWN OF CONKLIN, NEW YORK**

By: \_\_\_\_\_  
**JAMES FINCH, Supervisor**

Dated: \_\_\_\_\_, 2016



13 S. Washington Street, Suite 1  
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436  
Web: [www.griffithsengineering.com](http://www.griffithsengineering.com)

December 23, 2015

Mr. Jim Finch, Town Supervisor  
Town of Conklin  
1271 Conklin Road  
P.O. Box 182  
Conklin, New York 13748

RE: 2016 Rate Schedule

Dear Mr. Finch:

Griffiths Engineering appreciates the opportunity to continue to provide professional engineering services for the Town of Conklin. Attached please find our new rate schedule for the 2016 fiscal year. Please note that there are no rate increases from the previous year.

If you have any questions, please feel free to contact me at (607) 724-2400, extension 222 (office) or (607) 237-8131 (cell).

Thanks

Sincerely Yours,

Daniel Griffiths, P.E.



13 S. Washington Street, Suite 1  
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436  
Web: [www.griffithsengineering.com](http://www.griffithsengineering.com)

### **2015 HOURLY RATE SCHEDULE**

<b><u>TITLE</u></b>	<b><u>HOURLY BILLING RATE</u></b>
Principal Engineer (Dan Griffiths)	\$110/hour
Project Engineer (John Mastronardi)	\$100/hour
Landscape Architect/Designer	\$90/hour
Construction Observation	\$80/hour
Junior Engineer	\$75/hour
Administrative Assistant/Secretarial	\$45/hour
Sub-consultant Fees	Cost plus 10%

Note: Hourly rates are subject to change in January of 2016.

### **REIMBURSABLE SCHEDULE**

Drawings (larger than 11'x17")	\$0.70/sf
Mileage	\$0.54/mile
Automobile Rental, Equipment Rentals, Express Mail, Courier Services, Parking, Lodging , Meals, Fax Transmissions, Long Distance Calls, Tolls. (Cost plus 10%)	

Note: Rates are subject to change per vendor cost increase.

# Office of the Broome County Executive

*"The People's Office"*

Debra A. Preston, County Executive

December 21, 2015

Town of Conklin  
PO Box 182  
Conklin, NY 13748

Re: Contract Renewal – Office for Aging  
lease of space for Meals on Wheels  
CA 292-423

Dear Contractor:

By Permanent Resolution No. 488, duly adopted on 12/17/15, the Broome County Legislature has authorized the undersigned to forward to you this letter agreement for the purpose of renewing the previous agreement between the parties dated 7/10/08, previously renewed/amended by agreement(s) dated 1/5/09, 12/3/09, 12/1/10, 12/20/11, 11/29/12, 12/2/13 and 12/22/14, for an additional one year term from the date upon which the previous agreement would have terminated. All terms and conditions of the above agreement shall remain in full force and effect, with the following exceptions:

- A. Said agreement shall be modified to provide for a substitution of the term 1/1/16-12/31/16, for the previous term.
- B. Said agreement shall be modified to provide for a substitution of the attached insurance requirements for the previous set.

If you are in agreement with the terms of this letter, please execute where indicated, in the lower left-hand corner of the letter, and return the original to the Broome County Law Department, Edwin L. Crawford County Office Building, P. O. Box 1766, Binghamton, New York, 13902. An extra copy is enclosed herewith for your records.

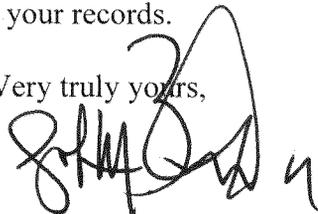
Enc.  
ACCEPTED:  
TOWN OF CONKLIN

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Very truly yours,



JOHN M. BERNARDO  
Deputy County Executive

Intro No. 7  
Date 12/17/15  
Reviewed by JL  
Co. Attorney  
Date 14/15

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

Permanent No. 2015-488  
Date Adopted 12/17/2015  
Effective Date 12/18/15

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

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENTS WITH VARIOUS VENDORS FOR LEASE OF SPACE FOR THE OFFICE FOR AGING'S MEALS ON WHEELS SITES AND SENIOR CENTERS FOR 2016**

WHEREAS, this County Legislature, by Resolution 526 of 2014, authorized renewal of the agreements with various vendors for lease of space for Senior Community Centers and Meals on Wheels sites for the period January 1, 2015 through December 31, 2015, and

WHEREAS, lease space is required for the activities of the senior community and for the Meals on Wheels Program so that meals can be delivered to central points where volunteers pick up and deliver meals to residents of Broome County, and

WHEREAS, said agreements expire by their terms on December 31, 2015, and it is desired at this time to renew said agreements on substantially similar terms and conditions, for the period January 1, 2016 through December 31, 2016, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes renewal of the agreements with various vendors as listed in Exhibits "A" through "E" for lease of space for Senior Community Centers and Meals on Wheels sites for the period January 1, 2016 through December 31, 2016, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors the amounts listed in Exhibits "A" through "E", for the terms of the agreements, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget lines listed for each organization in Exhibits "A" through "E", and be it

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

COUNTY OF BROOME ) ss.  
STATE OF NEW YORK )

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 17th day of December, 2015, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 18th day of December, 2015.  
Date sent to County Executive December 18, 2015

Approved [Signature]  
County Executive  
Date 12/18 2015

[Signature]  
Deputy Clerk, County Legislature  
County of Broome

## Risk Management & Insurance Specifications

<b>Project Description or Contract Number</b>	Lease of space for Meals on Wheels drop-off site – renewal CA292-423 – Conklin Community Center
<b>Date Issued</b>	September 8, 2015
<b>Vendor name (“Contractor”)</b>	Town of Conklin
<b>County Department</b>	OFA

**Please read these specifications very carefully.** These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

### **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be “occurrence basis”.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–:VII” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County’s option, may be offset against any monies due to the Contractor.

### **Part III Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

### **Part IV Safety**

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event that Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.