

Business Manager's Report – June 11, 2024

Information:

2025 Budget Preparation

Needing Board Approval:

- 2024 Budget and Position Modification Request
 1. Increase ES8130.51000.JS2HR Personal Services Hourly (Op I/Op. Trainee)
\$21,225.60
 2. Decrease ES8130.51000.JS2HR Personal Services Hourly (Shift Lead Operator) \$21,225.60
- 2024 Lab Services Extension
- 2024 Worker's Compensation Renewal

Every practical effort has been made to include all business discussion items at least 24 hours in advance of scheduled Board meetings. But this is a real-time operating Plant and some items may come up that cannot wait a month for permissions or action.



RL Number: _____

Date Submitted: _____

Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 (607) 772-7005

INTERNAL REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

Applicant Presenting RL at Work Session

(Name) _____ (Title) _____ (Phone number) _____

Additional Presenters:

To Be Completed By Applicant

Proposed Title:

Executive Summary (Explain why legislation is necessary):

Effective Date (if applicable):

Budget transfer or amendment: RL Budget Transfer Worksheet must be attached w/ Department. Head signature.
RL related to a grant: RL Grant Worksheet must be attached.

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes Not Applicable

SEQRA required? Yes Not Applicable

Additional information related to this RL attached? Yes No

Expedition requested for this RL? Yes No

Please explain why expedition is necessary:

For Internal Use Only

Mayor: _____ Comptroller: _____ Corp. Counsel: _____



CITY OF BINGHAMTON

Request for Transfer of Funds

Transfer requests of \$2500 or less must be approved by the Comptroller.
 Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
 Transfer requests in excess of \$10,000 must be approved by City Council.

*This worksheet must be attached to any RL submitted to the Clerk's Office that includes a budget funding transfer or amendment. For additional instructions, see 'RL Instructions' document.
 Incomplete/incorrect RLs to be returned to applicant for revisions. Additional transfer lines in the same format may be attached.*

Adopted Budget Year Amended: 2024 **Department:** BJCJSTP
Department Head Signature: _____

Transfers						
Transfer From (Decrease)			 	Transfer To (Increase)		
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title
\$ 21,225.60	ES8130.51000.JS2HR	Personal Services Hourly (Shift Lead Operat	\$ 21,225.60	ES8130.51000.JS2HR	Personal Services Hourly (Oper 1/Trainee	
\$ 21,225.60			\$ 21,225.60			

Revenue & Fund Balance Amendments				
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line	Budget Line Title

Office Use Only for Transfers Under \$10,000

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller. Signature: _____ Date: _____

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter9, Appropriations. Certified by the Treasurer. Signature: _____ Date: _____

Transfer of funds Approved ___ / Denied ___ on ___ / ___ / _____. Certified by the Secretary of the Board of Estimate and Apportionment. Signature: _____ Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached. Signature: _____ Date: _____

**REQUEST FOR LEGISLATION
TO THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board
Title & Department, if applicable: POC: Billie J. Goodson
Address: 4480 Vestal Road
Vestal, NY 13850
Telephone: 729-2975

SUGGESTED TITLE: Ordinance to amend the BJCSB 2024 budget position count by reducing one Shift Lead Operator position to fund one Operator 1/Trainee position.

PURPOSE OF LEGISLATION: To provide restructured organizational roster for Personnel Services to allow availability of lower-level positions. This will allow for internal growth and movement.

SUGGESTED CONTENT: The Binghamton-Johnson City Joint Sewage Board requests the Owners to pass legislation to amend the 2024 Budget position count by increasing the Operator 1/Trainee position by one. The amount will be offset by holding one open Shift Lead Operator position from being filled for 8 pay periods. There will be no change to funding in the 2024 Budget.

PROPOSED 2024 JSB POSITION COUNT MODIFICATIONS TO DECREASE (1) SHIFT LEAD OPERATOR TO FUND (1) OPERATOR 1 TRAINEE

(presented: 6/11/2024 JSB Meeting)

NOTES:

- 1) The Joint Sewage Board proposes to modify the 2024 JSB Position count effective July 20, 2024 to include Personal Service change with corresponding incidentals to allow for internal growth and movement.
- 2) Decrease one open Shift Lead Operator position by 7.826 pay periods and (b)create/fund one Operator 1/ Trainee position.

Trainee position.

The proposed Budget Modifications to accomplish these changes are as follows:

(based on Section 8.1.3 CBA-established "New Hire" Rates)

for ITEM 2), above	Shift Lead Operator	Op 1/Trainee	
<u>BUDGET LINE/NAME</u>	<u>-up to \$33.95/hr.</u>	<u>+1 @ up to \$24.12/hr.</u>	
ES8130.51000.JS2HR Personal Services	\$ (21,225.60)	\$ 21,225.60	\$ -

June 11, 2024

Microbac Laboratories, Inc.
3821 Buck Drive
Cortland, NY 13045

Attention: Pete Rundell, Account Manager

Re: Extension of Contract; Agreement
Professional Analytical (Laboratory) Services

Dear Mr. Rundell:

At a meeting of the Binghamton-Johnson City Joint Sewage Board (“the Board”) on June 11, 2024, the Board authorized me to forward to your Company this letter agreement. The Board agrees to extend its earlier agreement with your Company, to collect and provide professional analytical and laboratory services with respect to our wastewater and residuals for an additional twelve (12) month service period cycle. Our current contract was for the period of August 1, 2023 to July 31, 2024. This extension will begin immediately following and extend through July 31, 2025

All terms and conditions of the earlier agreement are incorporated into this agreement, except for the effective dates.

If your Company is in agreement with the terms hereof, please have an authorized representative of your Company execute this letter agreement in the spaces provided below, and then return the original to the Board. A copy of this letter agreement is enclosed for your records

Sincerely,

George Kolba, Jr.
Chairman

ACCEPTED:

Microbac Laboratories, Inc.

by: _____
(signature)

(printed name and title)

Date: _____

Billie Goodson
Business Manager
Binghamton-Johnson City Joint Sewage Board
4480 Vestal Road
Vestal, NY 13850

6/4/2024

RE: Quotation Extension

Billie,

Thank you for giving Microbac the opportunity to extend bid pricing for one year.
We agree to extend prices for 2024 -2025

Please let me know if you need any additional services or prices for your testing programs.

Sincerely,



Pete Rundell
Corporate Business Development Manager
Microbac

Binghamton Johnson City Joint Sewage Board

4480 Vestal Road
Vestal NY, 13850

Haylor, Freyer & Coon Inc.

POB 4743
Syracuse, NY 13221

Coverage Period (7/1/2024 - 6/30/2025)
Workers' Compensation & Employer's Liability - Statutory

Class Code	Description	Annual Payroll	Annual Contribution
7539	Electric Light Power Co. noc	\$119,987	\$1,288.23
7580	Sewage Disposal Plant	\$1,505,422	\$37,797.82
8391	Auto Gasoline Station	\$560,884	\$12,423.00
8810	Clerical Office Employees	\$480,936	\$447.23
9026	Building Operation - Commercia	\$77,751	\$2,517.43
9410	Municipal Township noc	\$376,493	\$23,075.29
	Totals	\$3,121,473	\$77,549

Experience Modification Factor	0.86
Total Funding Contribution (7/1/2024 -6/30/2025)	\$77,549
Annual NYS Assessment will be invoiced separately for the estimated amount	\$5,522
Total Annual Funding + Estimated Annual NYS Assessment	\$83,071



New York State
Municipal Workers'
Compensation Alliance

Member Participation Agreement

Member: Binghamton Johnson City Joint Sewage Board

Agent: Haylor, Freyer, and Coon

Participation Period: 7/1/24 – 6/30/26

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

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C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally
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E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Binghamton Johnson City JSB

Date: _____

By: _____

Name: _____

Title: _____

Term: 7/1/24 – 6/30/26

Comp Alliance

Date: October 1, 2023

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: Aaron Reader
866-697-7665