



# VILLAGE OF JOHNSON CITY

MUNICIPAL BUILDING  
243 MAIN STREET • JOHNSON CITY, NY 13790  
[www.villageofjc.com](http://www.villageofjc.com)

## Village Board

Gregory Deemie, Mayor  
Clark Giblin, Deputy Mayor      Trustee Martin Meaney  
Trustee Benjamin Reynolds      Trustee John Walker

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## **AGENDA - REGULAR MEETING OF THE VILLAGE BOARD** **Tuesday, April 20, 2021 @ 7:30pm via Zoom Video Conference** **Work Session @ 5:00pm via Zoom Video Conference**

Join Zoom Meeting  
<https://us02web.zoom.us/j/88934504910?pwd=T29FMENENGNPYXE0Y3YrK3Z5a0hmQT09>  
Meeting ID: 889 3450 4910  
Passcode: 269290  
Dial by phone +1 646 558 8656

*We kindly request that you turn off or mute all cell phones and pagers. We kindly request that if anyone wishes to read from a prepared statement, please provide the Clerk with a copy so that the minutes can be as accurate as possible.*

### **ORDER OF BUSINESS**

#### **1. PLEDGE OF ALLEGIANCE**

#### **2. STATEMENT REGARDING ZOOM VIDEO CONFERENCE**

#### **3. MAYOR'S ANNOUNCEMENTS**

- [3.1] The next Town of Union Board Meeting will be held on Wednesday, April 21, 2021 at 7:00pm with a work session at 5:30pm.
- [3.2] The next Planning Board Meeting is Tuesday, April 27, 2021 at 7:30pm, with a work session at 7:00pm.
- [3.3] The next regular Village Board Meeting will be Tuesday, May 4, 2021 at 7:30pm with a work session at 5:00pm.

#### **4. APPROVAL OF BOARD MINUTES**

- [4.1] April 6, 2021 Regular Meeting and Work Session Minutes
- [4.2] April 14, 2021 Special Meeting Minutes, Budget Meeting #7

#### **5. BIDS – None**

#### **6. PUBLIC HEARINGS**

- [6.1] Eminent Domain - Development and Renovation of Public Works Facility at 60 Lester Ave

#### **7. PETITIONS RECEIVED – None**

**8. PRIVILEGE OF THE FLOOR – VISITORS**

**9. COMMUNICATIONS**

- [9.1] Correspondence from Lynn T. Harrison and Gerri A. Harrison regarding water bills for 89 Hill Avenue and 189 Riverside Drive.
- [9.2] Correspondence from Anthony Moran regarding water/sewer bill for 197 Jay Street.

**10. COMMITTEE/BOARD REPORTS**

- [10.1] Code Enforcement – *No report submitted*
- [10.2] Court – *No report submitted*
- [10.3] Joint Sewage Board Reports dated March 8, 2021
- [10.4] Library – *No report submitted*
- [10.5] Newsletter - *No report submitted*
- [10.6] Planning Board – *No report submitted*
- [10.7] Public Safety – Nothing to Report
- [10.8] Public Works – Nothing to Report
- [10.9] Zoning Board – *No report submitted*

**11. DEPARTMENT REPORTS**

- [11.1] Fire Department Overtime Report for the weeks of April 1, 2021 – April 14, 2021
- [11.2] Police Department Overtime Report for the weeks of April 1, 2021 – April 14, 2021
- [11.3] Police Department Annual Report for 2020
- [11.4] Police Department Monthly Report for March, 2021
- [11.5] Town of Union Board Meeting minutes for March 17, 2021
- [11.6] Town of Union Code Enforcement Report for March 2021

**12. PAYROLL AND BILLS PRESENTED**

Abstract #20 of the 2020 - 2021 Fiscal bills as stated and or amended and attached to the work session minutes.

GENERAL FUND	\$103,578.19
WATER FUND	\$18,338.90
SEWER FUND	\$610,536.26
REFUSE FUND	\$42,163.25
JSTP	\$94,810.48
VARPUR	\$0
CAPITAL	\$0
DEBT SERVICE	\$606,252.64

**13. UNFINISHED BUSINESS**

**14. NEW BUSINESS**

**FINANCE & RULES (All Board Members)**

**Resolution #2021 – 53**

**WHEREAS**, pursuant to an Emergency Order of the Governor of the State of New York, notice was given that the Village Board scheduled a public hearing for April 14, 2021 at 6:00 p.m. via Zoom Video Conference for Local Law No. 6 of the year 2021 entitled “A LOCAL TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C”; and

**WHEREAS**, notice of said public hearing was duly advertised in the official newspaper of the Village and posted on the Village Clerk’s sign board; and

**WHEREAS**, said public hearing was duly held on the 14th day of April, 2021 at 6:00 p.m. and all parties attending the videoconference were permitted an opportunity to speak on behalf of or in opposition to said proposed Local Law, or any part thereof; and

**WHEREAS**, pursuant to Part 617 of the implementing regulations of the State Environmental Quality Review Act, it has been determined by the Village Board that adoption of the proposed Local Law does not constitute an “action” as defined and can be considered without further regard to SEQRA; and

**WHEREAS**, the Village Board, after due deliberation, finds it in the best interest of the Village to adopt said Local Law.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board hereby adopts said Local Law as Local Law No. 6 of 2021 entitled “A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C”, a copy of which is attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** the Village Clerk be and hereby is directed to enter said Local Law in the minutes of this meeting and to give due notice of the adoption of said Local Law to the Secretary of State; and

**BE IT FURTHER RESOLVED** that this resolution will take effect immediately upon filing with the Department of State.

**Resolution #2021 – 54**

Whereas, the Village Board of Trustees of the Village of Johnson City having, on the 14<sup>th</sup> day of April, 2021 commencing at 6:00pm, duly held a public hearing via Zoom Video Conferencing on the Tentative Budget filed with the Village Clerk for the fiscal year commencing on June 1, 2021 and having heard all persons desiring to be heard in the matter of the budget for this Village for such fiscal year having been fully discussed and considered, it is

RESOLVED, that the said Tentative Budget, approved and filed as aforesaid is hereby amended as follows:

2021-2022 BUDGET CHANGES  
BUDGET MTG #1 - 3/22/2021

LINE ITEM	Budget amount	Revenue amount	APPROP REV
GENERAL FUND			
A1640.2.503	-\$6,500.00		
A1640.4.034	-\$300.00		
A1640.4.040	-\$300.00		
A1640.4.273	-\$200.00		
A5010.4.915	-\$300.00		
A5142.4.220	-\$25,000.00		
A7140.2.756	-\$5,000.00		
A7140.4.206	-\$500.00		

A7140.4.422	-\$15,000.00	
A7140.4.735	-\$200,000.00	
APPROPRIATED REV(FRONT PAGE		-\$200,000.00
TOTAL GENERAL:	-\$253,100.00	-\$200,000.00

BUDGET MTG #2 - 3/24/2021

LINE ITEM	BUDGET AMT	REVENUE AMT	BONDING
GENERAL FUND			
A1640.4.040	\$900.00		
A5010.4.915	-\$350.00		
A5112.2.031	-\$50,000.00		
A7140.2.712	\$50,000.00		
A5031-S		\$25,000.00	
A5031-W		-\$60,000.00	
TOTAL GENERAL:	\$550.00	-\$35,000.00	

WATER FUND

F1910.4.310	\$104,591.00
F8310.1 (WATER 1B-OPERATOR)	\$12,000.00
F8310.4.133	-\$6,500.00
F8310.4.340	-\$1,000.00
F8310.4.341	\$1,600.00
F8320.4.902	-\$5,000.00
F8320.4.912	-\$5,000.00
F8320.4.913	\$8,000.00
F8320.4.943	-\$700.00
F8320.4.946	-\$800.00
F8320.4.955	-\$1,000.00
F8320.4.973	-\$3,000.00
F8340.2.403	\$132,705.00
F8340.2.501	-\$132,705.00
F8340.4.153	-\$1,000.00
F8340.4.240	-\$5,000.00
F8340.4.658	-\$1,500.00
F9910.9.080	\$50,000.00
F9910.9.080	\$60,000.00
TOTAL WATER:	\$205,691.00

SEWER FUND

G8120.2.670	-\$430,000.00	-\$430,000.00
G8120.4.103	\$2,200.00	
G8120.4.105	-\$2,200.00	
G81204.254	-\$1,000.00	
G8120.4.611	-\$60,000.00	
G8120.4.624	-\$200.00	
G8120.4.625	-\$200.00	
G8120.4.650	-\$1,000.00	

G8120.4.930	\$200.00	
G9910.9.081	\$25,000.00	
G5031-W		\$60,000.00
TOTAL SEWER:	-\$467,200.00	\$60,000.00

REFUSE FUND		
EM8160.4.340	\$115.00	
EM8160.4.611	-\$10,000.00	
TOTAL REFUSE:	-\$9,885.00	

2021-2022 BUDGET CHANGES  
BUDGET MTG #3 - 3/25/2021

LINE ITEM	BUDGET AMT	REVENUE AMT	BONDING
GENERAL FUND			
A1640.4.975	-\$9,000,000.00		
A5031-R		-\$2,122,623.34	
A5031-S		-\$846,034.45	
A5031.H		-\$6,091,342.21	-\$6,091,342.21
A5031-W		\$50,000.00	
TOTAL GENERAL:	-\$9,000,000.00	-\$9,010,000.00	-\$6,091,342.21

WATER FUND			
F8320.4.902	\$5,000.00		
F8320.4.912	\$5,000.00		
F8320.4.913	\$8,000.00		
F8320.4.943	\$700.00		
F8320.4.946	\$800.00		
F8320.4.955	\$1,000.00		
F8320.4.973	\$3,000.00		
F2140		\$283,696.00	
F5031		-\$132,705.00	-\$132,705.00
TOTAL WATER:	\$23,500.00	\$150,991.00	-\$132,705.00

SEWER FUND			
G9910.9.085	-\$871,034.45		-\$871,034.45
G8120.2.660			-\$55,000.00
G2120		-\$132,200.00	
G5031		-\$1,206,034.45	
TOTAL SEWER:	-\$871,034.45	-\$1,338,234.45	-\$926,034.45

REFUSE FUND:			
EM9910.9.085	-\$2,122,623.34		-\$2,122,623.34
EM8160.2.406			-\$189,500.00
EM8160.2.410			-\$55,000.00
EM2130		\$20,565.14	
EM5031		-\$2,153,073.48	
TOTAL REFUSE:	-\$2,122,623.34		-\$2,367,123.34

2021-2022 BUDGET CHANGES  
 BUDGET MTG #4 - 3/30/2021

LINE ITEM	BUDGET AMT	REVENUE AMT	BONDING
GENERAL FUND			
A1110.4.120	-\$3,671.00		

2021-2022 BUDGET CHANGES  
 BUDGET MTG #5 - 3/31/2021

LINE ITEM	BUDGET AMT	REVENUE AMT	BONDING
GENERAL FUND			
A1325.4.016	\$4,000.00		
A1325.4.025	-\$7,000.00		
A1325.4.120	-\$3,000.00		
A1325.4.341	\$250.00		
A1325.4.342	-\$250.00		
A1410.4.041	\$1,500.00		
A1620.4.562	-\$60,000.00		
A5031.H		-\$60,000.00	-\$60,000.00
A3120.4.134	-\$400.00		
A3120.4.340	-\$1,500.00		
A3410.1 Acct clerk	\$703.85		
A3410.4.240	-\$10,000.00		
A3410.4.251	-\$1,500.00		
A3410.4.501	-\$2,000.00		
A3410.4.914	\$1,950.00		
A3989.4.065	-\$50,000.00		
A3989.4.830	\$50,000.00		
GENERAL TOTAL:	-\$77,246.15	-\$60,000.00	-\$60,000.00

WATER FUND

F9901.9.080	-\$60,000.00		
F9910.9.085	\$67,000.00		
F2140		\$7,000.00	
WATER TOTAL	\$7,000.00	\$7,000.00	

SEWER FUND

G2120		\$7,000.00	
G5031-W		\$7,000.00	
SEWER TOTAL:		\$14,000.00	

2021-2022 BUDGET CHANGES  
 BUDGET MTG #6 - 04/01/2021

LINE ITEM	BUDGET AMT	REVENUE AMT	BONDING
GENERAL FUND			
A1440.1	\$6,064.00		
A1440.4.830	\$10,000.00		

A1620.4.450	-\$2,000.00	
A7140.2.756	\$5,000.00	
A2770		\$100,000.00
A3892		-\$10,650.00
A4088		\$1,035,000.00

Taxes to be Raised: \$10,682,185

Inc in Tax Rate/\$1000 For 2021-2022: \$363.5187

Percentage Increase in Taxes Levied For 2021-2022: .99%

**Resolution #2021 – 55**

Authorize the Mayor or his designee to enter into a service agreement with Target Solutions to remotely train and track our Fire Department EMTs at an annual cost of \$2,798.00. NY State will reimburse the sum of \$7,400.00 after 3 years on the program.

**Resolution #2021 – 56**

Authorize the renewal of the contract for Curb & Gutter and Sidewalk Replacement Contract for Fiscal Year 2021-2022 with Tre-Gen Concrete Corporation at the adjusted pricing per the Consumer Price Index increase of +2.60% (CPI as of 4/13/2021).

**Resolution #2021 – 57**

Authorize the Mayor to sign the revised/restated CBA for the PBA that updated the old CBA which ended in 2004 along with the multiple Interest Arb awards and MOA’s through 6/1/13.

**Resolution #2021 – 58**

Authorize the Mayor to sign the CBA between the Village and the Administrative Support Unit for contract year June 1, 2021 through May 31, 2022.

**Resolution #2021 – 59**

Authorize Treasurer to refund overpaid water and sewer rents for 68 Margaret St that were paid from April 2016 through April 2021 due to a wrong meter head that was installed on the customer’s water line. The amount of overpaid water rents was \$1,045.83 and sewer rents were \$1,436.17.

**Resolution #2021 – 60**

Authorize Joshua L Holland, Director of Public Services, to sign the Scope of Work No. 7 To the Master Services Agreement between Utility Service Co., Inc. and the Village of Johnson City, NY.

**Resolution #2021 – 61**

**WHEREAS**, United Health Services, Inc. has proposed to construct fiber optic infrastructure under certain real property located along Harrison Street, in the Village of Johnson City, (hereinafter the “Premises”); and

**WHEREAS**, upon review of such request the Village Board desires to grant an easement to United Health Services, Inc. under such certain real property located along Harrison Street, in the Village of Johnson City, more specifically described in the attached Permanent Fiber Optic Easement, attached here to as **Exhibit A**; and

**WHEREAS**, pursuant to Village Law § 1-102 (1) a village board of trustees may, by resolution, grant an easement upon real property; and

**WHEREAS**, the Village Board of Trustees after due deliberation, finds it in the best interest of the Village to grant such Easement to United Health Services.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to Part 617 of the implementing regulations pertaining to Article 8 of the State Environmental Quality Review Act (“SEQRA”), it has been determined by the Village Board that of such easement is a Type II action as defined under the SEQRA regulation; and no further action is needed; and further

**RESOLVED** that the Village Board hereby declares said granting of such utility easement shall not encumber or inhibit the public use of the premises and is in the best interest of the Village of Johnson City; and further

**RESOLVED** that the Village Board hereby authorizes the Mayor to execute any and all documents that are necessary and proper to finalize the real property transaction; and further

**RESOLVED** that this Resolution shall take effect immediately.

**Resolution #2021 – 62**

Authorize forgiveness of a portion of the water/sewer bill for 197 Jay Street to Anthony Moran due to faulty water softening equipment.

**Resolution #2021 – 63**

Authorize waiving late fees to Lynn T. Harrison and Gerri A. Harrison on the January 2021 water bills for the properties at 89 Hill Ave and 189 Riverside Drive due to postal service delivery issues.

**Resolution #2021 – 64**

Appoint Carla Murphy to the position of Part-Time Clerk in the Mayor’s Office, effective April 21, 2021, at a salary of \$14.00 per hour, contingent upon the completion of a successful background check.

**PUBLIC SAFETY**

**FIRE (Trustees Giblin & Meaney)** – No new business

**POLICE (Trustees Giblin & Meaney)**

**Resolution #2021 – 65**

Promote Sergeant Mike Mason to the rank of Lieutenant with the Johnson City Police Department effective April 22nd, 2021 from Civil Service list #77-276A at the base salary determined by the Collective Bargaining Agreement.

**PUBLIC WORKS (Trustees Walker & Giblin)**

**Resolution #2021 – 66**

Appoint Rosanna Potts to the position of Account Clerk at the negotiated salary per the Collective Bargaining Agreement, effective May 3, 2021 with reinstatement granted by Broome County Civil Service.

**RECREATION (Trustees Walker & Giblin)** – No new business

**PLANNING, ZONING & CODE ENFORCEMENT (Trustees Meaney & Reynolds)** – No new business

**JOINT SEWAGE TREATMENT BOARD (Trustees Giblin & Reynolds)**

**Resolution #2021 – 67**

Approve the Binghamton-Johnson City Joint Sewage Board’s request that the Owners pass legislation to amend the 2021 Budget to defund the job description of “Computer Systems Engineer” and fund the position of “Electrical Engineer” and create an annual salary of \$87,000. See attached worksheet for pro-rated amounts. An amount of \$58,558 should remain in J81305.51000 Personal Services for the new Electrical Engineer. The position of Computer Systems Engineer should be reduced by \$60,178. The position of Head Electrician will be defunded from \$70,707 to zero as those duties will be absorbed by the Electrical Engineer and it has been vacant in 2021 to date. The result is a net reduction of the Personal Services line J8130.51000 of \$72,327. Reduce State Retirement J9010.58000A by \$6,429. The Social Security line J9030.58000B should be reduced by \$5,534. Reduce Health Insurance J9040.58000C by \$8,962. Reduce Worker’s Comp J9040.58000D by \$3,338. The resulting savings of \$96,590 should be added to Contingency J8130.55000.

**15. ADJOURNMENT**

***To contact Village Board members via e-mail please use the following addresses:***

*Mayor Gregory Deemie - jcmayor@villageofjc.com*

*Deputy Mayor Clark Giblin – cgiblin@villageofjc.com    Trustee Martin Meaney – mmeaney@villageofjc.com*

*Trustee Benjamin Reynolds - breynolds@villageofjc.com    Trustee John Walker - jwalker@villageofjc.com*

**VILLAGE OF JOHNSON CITY  
LOCAL LAW NO. 6 FOR THE YEAR 2021**

**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED  
IN GENERAL MUNICIPAL LAW §3-C – FISCAL YEAR 2021/2022**

Be it enacted by the Village Board of Trustees of the Village of Johnson City as follows:

**Section 1. Legislative Intent:** It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Village of Johnson City pursuant to General Municipal Law §3-c, and to allow the Village of Johnson City to adopt a budget for the fiscal year beginning June 1, 2021 and ending May 31, 2022 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c.

**Section 2. Authority:** This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes the Village Board to override the tax levy limit by the adoption of a local law approved by vote of at least sixty percent (60%) of the Village Board.

**Section 3. Tax Levy Limit Override:** The Village Board of Trustees of the Village of Johnson City, County of Broome is hereby authorized to adopt a budget for the 2021/2022 fiscal year that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

**Section 4. Severability:** If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date:** This local law shall take effect immediately upon filing with the Secretary of State.

**PERMANENT FIBER OPTIC  
EASEMENT**

**THIS INDENTURE** is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Village of Johnson City, a municipal corporation of the State of New York, with offices at 243 Main Street, Johnson City, New York 13790, (“Grantor” or the “Village”), and the UNITED HEALTH SERVICES, with offices at 10-42 Mitchell Avenue, Binghamton, NY 13903, (“Grantee”).

The Grantor is the owner of a certain real property, identified as Harrison Street, located in the Village of Johnson City, Broome County, New York, commonly known as (the “Premises”), depicted in the attached **Exhibit A**.

**NOW WITNESSETH**, that the Grantor, in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged by the Grantor and the Grantee, does hereby grant, unto the Grantee, its successors and assigns forever, a permanent EASEMENT and RIGHT-OF-WAY to construct, maintain, repair, replace and remove a portion of their fiber optic cable network within the premises located in the attached **Exhibit A**, subject to the continuing right of the public to use and traverse the Premises. Said Premises, all as more particularly bounded and described as follows:

All that easement, lying and being along Harrison Street, in the Village of Johnson City, Broome County, New York State, with all bearings being referred to true north at the 76 degree 35 minute meridian of west longitude (CORS 2011), Easement being bounded and described as follows:

Beginning at a point on the westerly street boundary of Harrison Street on the division line of TMN 143.56-2-4, now or formerly owned by United Health Service Hospital, Inc (Book of Corporation 1, Page 523), said point is also on the westerly side of a concrete sidewalk, said point being the POINT OR PLACE OF BEGINNING;

RUNNING THENCE, from said Point of Beginning, South 04 degrees 46 minutes 07 seconds East, along the last-mentioned division line and along another property now or formerly owned by United Health Services Hospital, Inc, TMN 143.64-3-29 (Liber 2615 at Page 220) on the west, and said westerly side of concrete sidewalk, a distance of 202.58 feet to a point;

thence through Harrison Street, North 83 degrees 57 minutes 42 seconds East, a distance of 50.01 feet to a point on the easterly street boundary of Harrison Street on the division line of TMN 143.64-3-41, now or formerly owned by United Health Service Hospital, Inc (Liber 1793, Page 80; Liber 1815, Page 24; Liber 2189, Page 688; Liber 2215, Page 388) on the east,

thence North 04 degrees 46 minutes 07 seconds West, along the last-mentioned division line, a distance of 10.00 feet to a point;

thence through Harrison Street, the following three (3) courses and distances:

- 1) South 83 degrees 57 minutes 42 seconds West, a distance of 41.90 feet to a point on the back of a concrete curb along the westerly side of Harrison Street;

- 2) North 04 degrees 41 minutes 08 seconds West, along said back of concrete curb, a distance of 192.39 feet to a point;
- 3) South 85 degrees 15 minutes 47 seconds West, through said concrete sidewalk, distance of 8.39 feet to the Point or Place of Beginning, containing 2,088 square feet or 0.0479 acre as shown on the map referenced below.

Map entitled "Easement, Underground Fiber Line, Harrison Street, Village of Johnson City, Broome County, New York State", Project No. 20402.01, dated February 23, 2021, prepared by Hulbert Engineering and Land Surveying, DPC, Raymond L. Hulbert, P.L.S. #50627.

**FURTHER WITNESSETH:** Grantor covenants that it is the owner in fee of the above described lands and has the right to grant this Easement and that the land is free and clear of all liens and encumbrances, except for the rights and interest of the Public in the use of the premises as a street and sidewalk.

It is understood and agreed that this easement is granted upon the following terms and conditions:

1. Upon the exercise of any of the rights granted herein the premises of the Grantor shall be left in as good condition as found, at the sole cost and expense of the Grantee.
2. Grantee shall submit all plans and specifications to Grantor at least 30 days before any work is commenced, whether in regard to an original installation or in regard to a subsequent exercise of the rights granted herein. Grantor shall have the right to require changes in such plans and specifications to the extent it reasonably deems such changes necessary. Under no circumstances will Grantor be held to have any knowledge of the adequacy, safety or appropriateness of the plans and specifications; Grantor requires said plans and specifications solely to (a) determine and advise Grantee of conflicts with Grantors present or planned facilities, and (b) have them available to assist Grantor in its future use of the premises.
3. Grantee shall notify Grantor of the dates on which any work is either to commence or terminate, and any of the intervening dates on which no work is to be done, at least five (5) days prior to each such date. If five (5) days notice is impossible, Grantee shall notify Grantor as far in advance as is reasonably possible. Grantor shall have the right to have a representative present during such work and such representative shall have the right to require work to be halted at any time if he reasonable deems it necessary to protect Grantor's Property or facilities, however, such rights shall impose no duty whatsoever upon Grantor.
4. Grantor shall have the right to use for any purpose, the ground within and the space above the easement premises, and such portions of the premises within the easement premises below the ground as are not actually in use by Grantee so long as such use by Grantor does not unreasonably impair the right herein granted.
5. Grantee agrees to forever indemnify, defend and save harmless Grantor, and Grantee hereby waives and releases any and all claims of any nature against Grantor, for any death of, injury to, or damage to Grantee, its officers, agents, employees, contractors, or servants, anyone under the direction or control of the foregoing, or vehicles, machinery, equipment or other property owned, installed, or operated by any of the foregoing, in any manner, directly or indirectly, connected with, connected with or caused by the presence of any of the foregoing on, the premises of Grantor or arising out of the existence of this easement, or any expense in connection with any of the foregoing, unless the same be caused solely by the fault, carelessness, improper conduct, or negligence of the

Grantor, its agents, employees or servants, or any person under the direction and control of any of the latter.

6. Grantee shall be liable to the Grantor for any damage or injury to the installations of facilities, equipment, property and appurtenances of Grantor upon, over or under the premises of Grantor in any way caused, directly or indirectly, by the existence of the Grantee or Grantee's activities pertaining thereto, unless the same be caused solely by the fault, carelessness, improper conduct or negligence of Grantor, its agents, employees, servants or contractors or any person under the direction and control of any of the latter.

7. Grantee agrees to forever indemnify, defend and save harmless Grantor from any liability to, claim of damage to, or action by any person for death of, injury to, or damage to or action by any "person" for death of, injury to, or damage to any person or property in any manner stemming from or arising out of, directly or indirectly, the existence of, or exercise of the rights granted under the easement, or any expense in connection with the foregoing, unless the same be caused solely by the fault, carelessness, improper conduct, or negligence of Grantor, its agents, employees or servants, or any person under the direction and control of any of the foregoing, provided however, that if in an instance herein provided for, it is determined that Grantee and Grantor were both at fault, careless, guilty of improper conduct, or negligent, Grantee and Grantor shall share such resultant liability in proportion to their respective fault, carelessness, improper conduct or negligence.

8. Grantee may not abandon such installations as it places or causes to be placed within or upon the easement premises. In the event that Grantee ceases to use or maintain said installations, Grantee shall cause the same to be removed, the premises to be restored and the easement to be terminated, all at Grantee's expense.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

United Health Services

VILLAGE OF JOHNSON CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor Greg Deemie

State of New York )  
County of Broome ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York     )  
County of Broome     ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared **Greg Deemie** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**PROPOSED BUDGET MODIFICATIONS (i) TO FUND WWTP ELECTRICAL ENGINEER,  
(ii) DEFUND HEAD ELECTRICIAN, and (iii) PARTIALLY DEFUND COMPUTER SYSTEMS ENGINEER**  
(updated: 04/13/2021, post JSB Meeting [for an 04/24/2021 effective date])

**NOTES:**

- 1) 2021 Pay Period #1 began December 26, 2020.  
2021 Pay Period #5 began February 20, 2021.  
2021 Pay Period #9 begins April 17, 2021.  
April 24, 2021 is the beginning of the second half of 2021 Pay Period #9 (note: Pay Periods are two weeks long).
- 2) On March 24, 2021, the Binghamton Civil Service Commission approved creation of the Job Title/Description for **WWTP Electrical Engineer**. The Joint Sewage Board proposes to fill the new position by "lateral transfer" of the present Computer Systems Engineer, which transfer will allow defunding of the position for the remainder of the year. (The present Computer Systems Engineer began his [re]employment by the Board February 22, 2021).
- 3) Assuming approval of the proposed Budget Transfer by the Legislative Bodies of both Owners, the proposed starting date for the new WWTP Electrical Engineer is April 24, 2021 (the beginning of the second half of 2021 Pay Period #9).
- 4) The **Head Electrician** position has been vacant throughout the 2021 "payroll year".  
The **Computer Systems Engineer** position was vacant from the beginning of the 2021 "Payroll Year" through February 21, 2021.

The proposed Budget Modifications to accomplish this transition are as follows:

BUDGET LINE/NAME	COMPUTER SYSTEMS ENGINEER <small>1 @ up to 72,774.00</small>	HEAD ELECTRICIAN <small>1 @ up to 70,707.00</small>	WWTP ELECTRICAL ENGINEER <small>1 @ up to 87,000.00</small>	NET TOTAL MODIFICATION FOR BUDGET LINE	TRANSFER TO J8130.55000 CONTINGENCY
J8130.51000 <b>Personal Services</b>	\$ (60,178.00) <small>(-21.5 pay periods only)</small>	\$ (70,707.00)	\$ 58,558.00 <small>(17.5 pay periods only)</small>	\$ (72,327.00)	\$ 72,327.00
J9010.58000.A <b>State Retirement</b>	\$ (5,131.00)	\$ (7,211.00)	\$ 5,913.00	\$ (6,429.00)	\$ 6,429.00
J9030.58000.B <b>Social Security</b>	\$ (4,603.00)	\$ (5,409.00)	\$ 4,478.00	\$ (5,534.00)	\$ 5,534.00
J9040.58000.D <b>Workers Compensation</b>	\$ (3,920.00)	\$ (3,232.00)	\$ 3,814.00	\$ (3,338.00)	\$ 3,338.00
J9060.58000.C <b>Health Insurance (Active)</b> <small>(82.0% Employer Share only)</small>	\$ (3,954.00)	\$ (15,026.00)	\$ 10,018.00	\$ (8,962.00)	\$ 8,962.00
			<b>TOTALS</b>	<b>\$ (96,590.00)</b>	<b>\$ 96,590.00</b>