

Review of Code Enforcement Operations in Broome County, NY

Options for Regional Consolidation
and Shared Services

June, 2011

This report was prepared with funds provided
by the New York State Department of State
under the Local Government Efficiency Grant Program

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SUMMARY

In 2010, the Broome County Department of Planning engaged CGR Inc. (Center for Governmental Research) to complete a review of current code enforcement operations across its municipalities, and consider potential opportunities for inter-municipal collaboration and/or regional consolidation among them.

The effort had two primary objectives:

1. Explore the feasibility of a countywide code enforcement operation, including fiscal considerations incidental to a countywide operation, and
2. Short of full consolidation, explore what steps could be taken between and among the County's municipal governments to enhance the level of code enforcement services, reduce the overall cost to taxpayers, or (ideally) both.

There are two basic options for achieving a *de facto* countywide code enforcement function. The first is enabled by State Executive Law §381, which allows municipalities, by local law, to decline to be the enforcing entity for the State Uniform Code within their boundaries. Under that provision, when a municipality exercises its right to decline being the enforcing entity within its boundaries, that responsibility shifts to the county government. Counties, too, can in turn opt out of being the enforcing entity, in which case the responsibility passes to the State. Our analysis finds potential savings to the community of approximately \$1.0 to \$1.5 million *if all municipalities and the County shifted this responsibility to the State.*

A more collaborative approach, however, would involve the creation of a consolidated system pursuant to inter-municipal agreement, specifying the service delivery entity (or entities), the types/levels of services to be provided, and the payment for costs incurred. We examine two

approaches: housing a single code enforcement function within County government itself, or creating a handful of regional “hub” offices throughout the County to serve multiple municipalities. Both approaches offer some staffing and service efficiencies, and have the potential to generate savings of as much as a half-million dollars. There are potential service benefits as well. For example, whereas many operations in Broome County currently deliver code enforcement services on a less-than-full-time basis, a regional approach could provide more consistent enforcement and serve as a public resource on a daily basis. Other benefits (also discussed later in this report as potential shared service options) could include the application of enhanced technology to the code enforcement operation; greater capacity for information management and data integration; and countywide records storage.

It is important to note, however, that the collaborative approaches to regionally consolidating code services are predicated on municipalities being willing to cede administrative responsibility over the function to the County (under the first model) or a regional hub (under the second model). Our review for this study did not indicate that willingness exists currently.

Still, perhaps the most notable data point arguing for a further exploration of regional/collaborative code enforcement involves staff costs. A review of the baseline data submitted by municipal code enforcement units suggests that those departments with the smallest full-time equivalent code enforcement staff-load actually pay a proportionally higher rate for the service than do those with larger FTE staff-loads.

For example, of the reporting jurisdictions, the four with the smallest full-time equivalent staff-load actually have a proportionally higher compensation rate (\$62,384 per annualized FTE) than the rest of the peer group (\$45,116). This suggests that there is some level of “critical mass” required in order to deliver code enforcement services. As a result, the smallest-staffed municipal code departments have to pay a certain “premium” in order to provide even basic coverage. Larger operations are able to absorb this premium across more staff members in a way that pushes average compensation levels down.

Shared Services Offer Potential to Enhance Consistency and Level of Service

Leveraging the review of data and operations conducted for the evaluation of a countywide approach to code enforcement, the steering committee and CGR also identified other options for enhancing the quality and/or lowering the cost of code enforcement operations across Broome County. The review included a range of options, both involving and not involving the County (*i.e.* between and among municipalities). Although their direct

savings potential is limited, they would serve to better integrate the patchwork quilt of code enforcement across the county and yield better outcomes in several areas.

Shared/Consolidated Staff Opportunities

As noted above, the baseline data submitted by municipal code enforcement units suggests that those departments with the smallest full-time equivalent staff-load actually pay a proportionally higher rate for the service than do those with larger FTE staff-loads. This suggests there is some level of “critical mass” required in order to deliver code enforcement services, and that the smallest-staffed departments may have to pay a premium in order to provide even basic coverage. Larger operations are able to absorb this premium across more staff members in a way that pushes average compensation levels down, and also provides more regular and consistent coverage. This offers support for the concept of joint (*i.e.* inter-municipal) code enforcement through a consolidation of smaller municipal code offices.

Similarly, limited staffing in the smallest operations impacts the ability to deliver code enforcement in a proactive way, impacting public accessibility and constraining the ability of code enforcement officers to perform routine patrols and inspections. A shared arrangement may well reduce their unit costs *and* enhance the level of service.

Information Management

Another area where we find strong potential for better outcomes through greater inter-municipal cooperation is in information management. The diversity of data management approaches and computerization throughout the county’s municipal code enforcement units presents a number of challenges, ranging from data retrieval/usability issues to staff burdens that get magnified in the smallest-staffed operations.

Based on general agreement found among municipal code enforcement units throughout the county, we find potential for collaborative benefits in the areas of centralized data storage (possibly utilizing a county information management system modeled on a recent effort involving tax assessment); shared purchasing/licensing of software; and affording residents greater access to code-related information and services.

Records Storage

Partly as a result of the lack of electronic records, several municipal code offices currently use (and pay for) offsite storage space. We find potential opportunities for municipalities to share existing storage space as a lower-cost alternative.

Communication

Although it is not unique to Broome County, there is a varying level of understanding among some officials as to the basic function of code enforcement services. This results in different expectations of the service levels each municipality's code enforcement department should deliver, and has real impacts when decisions are made regarding staff and budget levels. We believe the code function would benefit from formal meetings between the code enforcement officers group and the Broome County Council of Governments, perhaps one-to-two times annually. Such an approach would create a formal, regular line of communication between code enforcement staff and officials, and could well contribute to a further identification of inter-municipal opportunities.

Acknowledgements

CGR acknowledges the Broome County Department of Planning for its leadership and assistance in this study. In particular, Beth Egitto played a key role. We are also grateful to the project steering committee, whose guidance at the outset and throughout the project ensured a focus on key issues and opportunities, and facilitated the study team's understanding of the code enforcement function in Broome County's municipalities. Special acknowledgment is also due the code enforcement officers and municipal officials who met with the study team and offered essential data and perspective throughout.

This study was funded through the New York State Department of State's Local Government Efficiency Grant Program.

Staff Team

Eric Morris, CGR Research Associate served as project manager, managing data collection, interviews and completing initial review and analysis of code enforcement operations. Joseph Stefko, Ph.D., CGR Director of Public Finance, served as project director.

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INTRODUCTION

In 2010, the Broome County Department of Planning engaged CGR Inc. (Center for Governmental Research) to complete a review of current code enforcement operations across its municipalities, and consider potential opportunities for improving service delivery, reducing costs or both.

The effort had two primary objectives:

1. Explore the feasibility of a countywide code enforcement operation, including fiscal and operational considerations incidental to a regionally-consolidated countywide operation, and
2. Short of full regional consolidation, explore what steps could be taken between and among the County's municipal governments to enhance the level of code enforcement services and/or reduce the overall cost to taxpayers.

This report documents the study process and considers options for greater inter-municipal cooperation (up to and including regional consolidation) regarding code enforcement services among the general purpose local governments in Broome County.

After an overview of the study approach, data and methodology, the report is presented in two primary sections. First, current operations are summarized in a "Baseline Review." The section documents "*what exists*" for code enforcement operations in Broome County today, noting which municipalities are involved; their respective staffing levels and associated costs; tasks performed by each office; staff and cost allocations by task; workload indicators; facilities; and use of information technology to manage data relevant to the code enforcement function. Following the Baseline Review, the report summarizes options reviewed to enhance the level of current services, reduce costs or both. These options include two frameworks for a countywide approach, as well as potential inter-municipal consolidation and shared service options that could be pursued short of a full countywide approach.

In general when examining shared service opportunities, it is important to distinguish between "efficiencies" and "cost reductions." Some actions can create efficiencies by eliminating redundant, duplicative or overlapping functions, or even by enhancing service sophistication, even though doing so may not necessarily result in meaningful direct cost reduction. Still, they may enhance convenience to residents; improve entities' ability to perform additional tasks; or leverage technology to drive better outcomes. In reviewing efficiency opportunities, CGR considers both cost savings potential *and* operational efficiencies.

METHODOLOGY

As reflected in the layout of this report, CGR structured the review to be completed in two discrete but related phases, as summarized below.

Baseline Review

The first step in any examination of shared services or collaborative opportunities involves establishing an information baseline of “what exists” already – that is, which jurisdictions are doing what; the resources (financial and staffing) they bring to bear on those services; the ways in which they provide those services; and the level of service provided. A shared, objectively developed information baseline is essential to creating a foundation for any collaborative inter-municipal effort at sharing or streamlining.

In order to establish this information baseline, CGR completed the following:

- The project team held an initial meeting with the steering committee¹ on September 24, 2010 to confirm project objectives, identify key data sources and initiate data and information collection procedures.
- The project team held a meeting with municipal code enforcement officials and staff on October 21, 2010 in the Town of Chenango to inform them of the study objectives and discuss their perspectives regarding current operations, challenges and opportunities. Representatives from the following municipalities attended and participated in that meeting: City of Binghamton, Town of Chenango, Town of Conklin, Town of Dickinson, Town of Kirkwood, Town of Union, Village of Endicott, Village of Johnson City and Village of Whitney Point.
- Facilitated by the Broome County Council of Governments, the project team held a meeting with elected municipal officials on October 21, 2010 to inform them of the study objectives and discuss their perspectives regarding current operations, challenges and opportunities.

¹ Steering committee members included the following: Frank Evangelisti, Acting Commissioner of Broome County Planning; Beth Egitto, Senior Planner, Broome County Planning; Mark Dedrick, Code Enforcement Officer, Town of Vestal; Ron Harting, Mayor, Village of Windsor; Mike Marinaccio, Supervisor, Town of Dickinson; and Gordon Kniffen, Supervisor, Town of Kirkwood.

- In order to facilitate comprehensive baseline data collection, the project team implemented a data collection survey instrument with all municipalities in Broome County between November 1, 2010 and November 20, 2010. As a result of late submissions and some lack of response, CGR extended the deadline to the end of December, 2010. To facilitate data submissions, the study team completed follow-up calls with specific municipalities.
- After completion of the baseline data collection and preliminary review of options, the project team held a focus group meeting with municipal code enforcement officials and staff on January 18, 2011 in the City of Binghamton to discuss potential options for enhancing code enforcement services through inter-municipal collaboration (as well as any role the County might play in implementing those options). Representatives from the following municipalities attended and participated in that meeting: City of Binghamton, Town of Binghamton, Town of Chenango, Town of Dickinson, Town of Fenton, Town of Union, Town of Vestal, Village of Endicott, Village of Johnson City, Village of Port Dickinson and Village of Whitney Point. (A separate interview was conducted the same day with the Town of Maine.)
- Also on January 18, 2011, the project team met with representatives of the Broome County Planning Department to review project status and discuss CGR's preliminary findings and recommendations.
- On March 24, 2011, the project team met with the steering committee to review the draft final report and set a timeline for soliciting comments, feedback and revisions.

Throughout the baseline data collection and review process, the project team had extensive contact with code enforcement officials/staff via telephone and email. These discussions afforded valuable context to the baseline information and a strong understanding of current code enforcement operations countywide.

Options Review

Information gathered and synthesized during the baseline review helped to inform a review of options in the second phase of the project. Consistent with the objectives of the study, options were considered in the following categories:

1. **Regional/Countywide Code Enforcement:** How feasible is a countywide code enforcement operation, what models are available

to implement it, and to what extent would such an approach be likely to yield cost savings and/or enhanced levels of service?

2. **Shared Services:** Short of consolidation, what collaborative opportunities may exist for the city, towns and villages in Broome County?

THE EXISTING CODE ENFORCEMENT SYSTEM IN BROOME COUNTY

As noted above, establishing an objective information baseline is an essential first step in any shared service or inter-municipal cooperation effort. Which municipalities are doing what, how and with what financial and “people” resources? To what extent do “workload” indicators compare across code enforcement departments countywide? Which responsibilities account for the greatest time investment among the municipal code operations? What is the relative turnaround time for specific core processes in each department?

Local Government in Broome County

Understanding the basic structure of a community’s local government is a fundamental prerequisite to understanding “who does what, where and for what cost.” The local government mosaic in Broome County consists of twenty-five general purpose local governments serving its approximately 200,000 residents: One county government, one city government, sixteen towns and seven villages.

Every taxpayer in Broome funds at least two general purpose local governments – the County and their respective municipality. For example, residents in the City of Binghamton fund both the City and County governments.

Similarly, residents in each of the community’s sixteen towns fund not only their town government, but also the County government. There are further overlaps in the seven villages, with taxpayers funding their village government, their town government and the County government:

- The V. of Lisle is located within the T. of Lisle;
- The V. of Whitney Point is located within the T. of Triangle;
- The V. of Endicott is located within the T. of Union;
- The V. of Johnson City is located within the T. of Union;

- The V. of Port Dickinson is located within the T. of Dickinson;
- The V. of Windsor is located within the T. of Windsor; and
- The V. of Deposit is split between the T. of Sanford (in Broome County) and the T. of Deposit (in Delaware County).

Depending on location within the County, residents are also covered by certain special service districts. As code enforcement is a general government function, those special districts are worth noting but not considered as part of this study.

Municipal Code Enforcement in NYS

In New York State, municipal code enforcement functions are tasked with numerous state and local responsibilities, placing high demands on both the breadth and depth of service within each department. All code enforcement operations must enforce the State Uniform Fire Prevention and Building Code and the Energy Conservation Construction Code. This set of state-level codes is standard throughout all communities. Beyond the state codes, there exists variability on a community-by-community basis, as each municipality tends to have its own local laws, codes and ordinances which must be enforced by the code enforcement operation.² These sets of codes can vary widely among communities, depending on each community's needs and expectations for codes and their enforcement.

Basic community characteristics also impact code enforcement operations. The composition of land, buildings and personal property in different communities result in different demands being placed on each municipality's code enforcement operation. The primary focus of code enforcement services in cities, villages and more densely-developed communities is oftentimes centered on monitoring rental properties, issuing certificates of occupancy and holding residents accountable to maintain a clean downtown. By contrast, code enforcement services in more rural areas tend to focus more heavily on new construction, building permits and other ex-urban issues. As such, the varying compositions of communities can lead to unique and/or conflicting local codes and ordinances between neighboring communities, such as registration of rental properties, noise ordinances, graffiti laws and garbage laws, among others.

² Code enforcement officials often become responsible for other local issues such as zoning and planning, among others.

Code Enforcement in Broome County

All twenty-four (24) municipalities in Broome County have a code enforcement function. They are:

- City (Binghamton);
- Towns (Barker, Binghamton, Chenango, Colesville, Conklin, Dickinson, Fenton, Kirkwood, Lisle, Maine, Nanticoke, Sanford, Triangle, Union, Vestal and Windsor); and
- Villages (Deposit, Endicott, Johnson City, Lisle, Port Dickinson, Whitney Point and Windsor).

While this review was intended to include *all* municipal service providers in the County, several declined to participate in any form, including the data survey and focus groups. In order to partially address the data gaps created by their refusal, the study team accessed publically-available data regarding their code enforcement operations (*i.e.* state 1203 forms, which are discussed later in this report). In three cases, municipalities that did not submit any information had *no* public data otherwise available. As such, those communities (the Towns of Lisle and Triangle, and the Village of Lisle) are not considered in this study.

For those communities included in the study, data were compiled from a variety of public sources as well as the municipalities themselves. This information served as the baseline against which CGR evaluated current operations, considered the feasibility of countywide enforcement and sought to identify other potential collaborative opportunities.

Population

As noted above, the composition of communities varies widely across Broome County. The population and land area of jurisdictions do impact the nature of each code enforcement function, as workload levels, types of enforcement activity and expectations (by leaders and residents alike) are different across communities. The following table illustrates the average composition of Broome County municipalities, by type of government.

Table 1: Averages of Population, Land Area and Density
Source: Census Bureau

	Population	Land Area (sq mi)	Pop Density (pop/sq mi)
City	47,376	11.0	4,307
Towns	7,551	44.2	171
Villages	4,867	1.8	1,891

As the table illustrates, the composition and layout of municipalities varies across Broome County. The City of Binghamton has the highest population (and density) of all municipalities in the County. And although towns have a higher average population than villages, their land area is nearly twenty-five times larger than that of villages. Just as population density creates different demands on municipal code enforcement operations, so too does a larger geographic area (as enforcement operations are spread over greater territory).

The following table offers additional detail on a municipality-by-municipality basis, offering more evidence of the size and density diversity of the County's municipalities. Again, even neighboring towns and/or villages have wide population ranges, land areas and resulting densities.

Table 2: Population, Land Area and Density
Source: Census Bureau

	Population	Land Area (sq mi)	Pop Density (pop/sq mi)
C. of Binghamton	47,376	11.0	4,307
T. of Barker	2,732	41.8	65
T. of Binghamton	4,942	25.5	194
T. of Chenango	11,252	34.3	328
T. of Colesville	5,232	79.2	66
T. of Conklin	5,441	24.9	219
T. of Dickinson	3,637	4.9	742
T. of Fenton	6,674	33.4	200
T. of Kirkwood	5,857	31.4	187
T. of Lisle	2,431	47.0	52
T. of Maine	5,377	45.8	117
T. of Nanticoke	1,672	24.3	69
T. of Sanford	2,407	91.0	26
T. of Triangle	1,982	39.8	50
T. of Union	27,780	35.8	776
T. of Vestal	28,043	54.7	513
T. of Windsor	5,358	92.8	58
V. of Deposit	1,663	1.3	1,279
V. of Endicott	13,392	3.1	4,320
V. of Johnson City	15,174	4.6	3,299
V. of Lisle	320	0.9	356
V. of Port Dickinson	1,641	0.7	2,344
V. of Whitney Point	964	1.1	876
V. of Windsor	916	1.2	763

Staffing Metrics

The staffing size of code enforcement offices across Broome County varies quite significantly, a function mainly of communities' relative population sizes. The following table presents average staffing size by level of local government. Figures are broken into code enforcement officer (CEO) and inspector personnel vs. administrative support staff, and are presented on a full-time equivalent basis.

Table 3: Average Staffing Levels
Source: CGR Analysis of Municipal Code Enforcement Department Data

	CEO/ Inspector	Admin/ Support	Total
City	11.75	1.75	13.50
Towns	1.61	0.43	2.04
Villages	1.55	0.31	1.87

The City of Binghamton, as the densest and most populous municipality, has a much larger staff size than the average town or village. Town and village staff sizes are more closely aligned; villages are slightly smaller on average, with a smaller proportion of administrative staff to CEO/inspector staff. The following table offers additional detail on a municipality-by-municipality basis. (**Note:** Data are presented only for those jurisdictions that submitted current data on staffing numbers and structure.)

Table 4: Staffing Levels
Source: CGR Analysis of Municipal Code Enforcement Department Data

	CEO/ Inspector	Admin/ Support	Total
C. of Binghamton	9.75	1.75	11.50
C. of Binghamton (Fire)	2.00	0.00	2.00
T. of Binghamton	1.00	0.00	1.00
T. of Chenango	1.75	1.75	3.50
T. of Colesville	0.75	0.00	0.75
T. of Conklin	0.88	0.23	1.10
T. of Dickinson	1.00	0.00	1.00
T. of Fenton	0.50	0.00	0.50
T. of Kirkwood	1.49	0.94	2.43
T. of Sanford	0.25	0.00	0.25
T. of Union	3.50	0.88	4.38
T. of Vestal	5.00	0.48	5.48
V. of Endicott	2.63	0.00	2.63
V. of Johnson City	1.91	0.94	2.85
V. of Windsor	0.13	0.00	0.13
Totals	32.54	6.97	39.51

CGR learned through interviews and the countywide data survey that, although code enforcement staff are primarily tasked with enforcing local and state codes/ordinances, many employees also have responsibilities outside the realm of typical code enforcement. Such responsibilities include (but are not limited to) animal control, parking tickets, storm water management, assessment, zoning, planning, flood plain administration, processing FOIL requests, maintaining FEMA records and being generally “on call” to assist other municipal departments as needed. The precise non-code responsibilities given to code enforcement staff differ by municipality. In order to best estimate code-specific staff and responsibilities, CGR asked survey respondents to indicate their time allocation on *code enforcement-related functions only*. In this way, non-code responsibilities could be isolated from the staff analysis and an accurate staff-load could be determined for the code function only.

Staff Costs

Code enforcement is a “people-driven” municipal operation, and as such, workforce costs are typically the major expense center of code departments. Staff compensation varies across municipalities depending on staff levels, full- or part-time titles and responsibility. CGR requested code enforcement-related compensation information from all code enforcement departments. That information is summarized in the table below.³

Table 5: Average Staff Cost

Source: CGR Analysis of Municipal Code Enforcement Department Data

	Total Salary	Total Benefits	Total Comp	Comp per 1.0 FTE
City	\$491,445	\$206,972	\$698,417	\$51,735
Towns	\$80,581	\$31,814	\$112,295	\$52,268
Villages	\$48,609	\$16,755	\$65,364	\$45,871

Aggregate compensation costs are greatest in the City, a function of the sheer size of the department. But seen on a per full-time-equivalent basis, the City’s average employee costs is actually below that of the average town position. Towns’ average employee cost is roughly 14 percent higher than that of villages. The following table offers additional detail on

³ CGR requested detailed salary *and* benefit information in its data survey. Although most communities submitted all requested information, some were unable to provide detailed benefits data. In those cases, CGR assumed a benefit cost of 35 percent on salary. One municipality (Johnson City) did not provide salary information for one of its administrative support staff, for which CGR assumed a salary rate of \$30,000.

a municipality-by-municipality basis. In total, the reporting code enforcement operations have total direct salary costs of \$1.4 million and benefit expenses of \$575,000.

Table 6: Average Staff Cost

Source: CGR Analysis of Municipal Code Enforcement Department Data

	Total Salary	Total Benefits	Total Comp	Comp per 1.0 FTE
C. of Binghamton	\$435,445	\$202,972	\$638,417	\$55,515
C. of Binghamton (Fire)	\$56,000	\$4,000	\$60,000	\$30,000
T. of Binghamton	\$33,865	\$16,346	\$50,211	\$50,211
T. of Chenango	\$158,239	\$55,384	\$213,623	\$61,035
T. of Colesville	\$33,000	\$11,550	\$44,550	\$59,400
T. of Conklin	\$34,700	\$12,145	\$46,845	\$42,586
T. of Dickinson	\$19,000	\$6,650	\$25,650	\$25,650
T. of Fenton	\$18,500	\$6,475	\$24,975	\$49,950
T. of Kirkwood	\$77,216	\$19,548	\$96,764	\$39,903
T. of Sanford	\$13,000	\$4,550	\$17,550	\$70,200
T. of Union	\$188,291	\$104,990	\$293,281	\$67,036
T. of Vestal	\$230,000	\$80,500	\$310,500	\$56,712
V. of Endicott	\$48,000	\$15,000	\$63,000	\$24,000
V. of Johnson City	\$92,108	\$32,238	\$124,345	\$43,630
V. of Windsor	\$5,720	\$3,028	\$8,748	\$69,984
Totals	\$1,443,084	\$575,376	\$2,018,460	\$51,100

Staff Time Allocation and Cost by Task

In order to ascertain the primary responsibilities of code enforcement offices across the county – as well as the relative time investment required by each – the project team collected data from each provider on how staff working hours are spent. Departments were asked to provide an employee-by-employee analysis of time allocation on various tasks in a typical work week. The following table provides a summary of how code enforcement officers allocate their staff time.

Table 7: Average Total Staff Time Allocation by Task

Source: CGR Analysis of Municipal Code Enforcement Department Data

	Plan Review	Inspections	Customer Service	Issuing Permits	Process Violation	Patrolling	Info Mgt	Other
City	4%	37%	20%	9%	9%	4%	12%	5%
Towns	10%	22%	20%	10%	10%	13%	7%	9%
Villages	5%	13%	28%	8%	19%	12%	14%	< 1%

In general, the responsibilities typically consuming the greatest share of code enforcement staff time are inspections and customer service. The

City and town governments report inspections as accounting for the largest share of staff time, followed by customer service. By contrast, villages report spending more time on customer service responsibilities than any other function, followed by processing violations. Notably, while the City spends proportionally more time conducting inspections than town and village operations, the latter indicate spending a greater share of their time on patrolling and processing violations.

This staff allocation diversity is another consideration to bear in mind in the context of a consolidated approach. Currently, there is rather broad diversity among levels of government in terms of where their code offices focus most of their time. Town and village governments are, generally speaking, in line with one another, but the City's operation reflects a different scale and different types of responsibilities.

Coupling these data to the staff cost figures presented in the previous section, we can view responsibilities as a function of cost. For each municipality, the project team performed a detailed analysis of applying staff time allocations to overall staff costs in order to estimate what each task costs each municipality. The averages are presented below by level of government.

Table 8: Average Staff Cost by Task
Source: CGR Analysis of Municipal Code Enforcement Department Data

	Plan Review	Inspections	Customer Service	Issuing Permits	Process Violation	Patrolling	Info Mgt	Other
City	\$24,635	\$260,652	\$138,712	\$62,470	\$64,013	\$27,202	\$84,345	\$36,389
Towns	\$13,409	\$22,549	\$22,493	\$9,059	\$12,549	\$6,797	\$6,884	\$18,656
Villages	\$2,587	\$8,873	\$13,438	\$6,336	\$11,709	\$9,091	\$13,330	\$0

Table 9: Staff Cost by Task (Part 1 of 2)
Source: CGR Analysis of Municipal Code Enforcement Department Data

	Plan Reviews		Inspections		Customer Service		Issuing Permits	
	Cost	% of total	Cost	% of total	Cost	% of total	Cost	% of total
C. of Binghamton	\$24,635	4%	\$245,652	38%	\$126,712	20%	\$59,470	9%
C. of Binghamton (Fire)	\$0	0%	\$15,000	25%	\$12,000	20%	\$3,000	5%
T. of Binghamton	\$1,506	3%	\$11,046	22%	\$12,553	25%	\$1,506	3%
T. of Chenango	\$16,022	8%	\$18,692	9%	\$42,725	20%	\$21,362	10%
T. of Colesville	\$2,228	5%	\$13,365	30%	\$6,683	15%	\$4,455	10%
T. of Conklin	\$5,589	12%	\$6,069	13%	\$7,506	16%	\$1,863	4%
T. of Dickinson	\$2,405	9%	\$3,687	14%	\$4,168	16%	\$1,603	6%
T. of Fenton	\$2,248	9%	\$6,993	28%	\$4,496	18%	\$4,496	18%
T. of Kirkwood	\$4,963	5%	\$22,670	23%	\$26,885	28%	\$9,676	10%
T. of Sanford	\$3,510	20%	\$5,265	30%	\$3,510	20%	\$3,510	20%
T. of Union	\$44,579	15%	\$65,108	22%	\$55,723	19%	\$21,703	7%
T. of Vestal	\$51,041	16%	\$72,592	23%	\$60,682	20%	\$20,416	7%

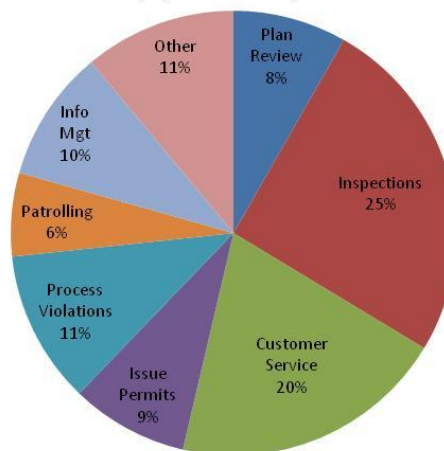
V. of Endicott	\$750	1%	\$11,100	18%	\$7,800	12%	\$6,300	10%
V. of Johnson City	\$6,135	5%	\$14,643	12%	\$28,141	23%	\$12,271	10%
V. of Windsor	\$875	10%	\$875	10%	\$4,374	50%	\$437	5%

Table 10: Staff Cost by Task (Part 2 of 2)*Source: CGR Analysis of Municipal Code Enforcement Department Data*

	Processing Violations		Patrolling		Information Management		Other	
	Cost	% of total	Cost	% of total	Cost	% of total	Cost	% of total
C. of Binghamton	\$58,013	9%	\$27,202	4%	\$78,345	12%	\$18,389	3%
C. of Binghamton (Fire)	\$6,000	10%	\$0	0%	\$6,000	10%	\$18,000	30%
T. of Binghamton	\$1,506	3%	\$10,544	21%	\$1,506	3%	\$10,042	20%
T. of Chenango	\$18,692	9%	\$2,670	1%	\$16,022	8%	\$77,438	36%
T. of Colesville	\$2,228	5%	\$13,365	30%	\$2,228	5%	\$0	0%
T. of Conklin	\$6,069	13%	\$3,726	8%	\$16,023	34%	\$0	0%
T. of Dickinson	\$6,252	24%	\$6,252	24%	\$1,283	5%	\$0	0%
T. of Fenton	\$999	4%	\$5,744	23%	\$0	0%	\$0	0%
T. of Kirkwood	\$17,158	18%	\$973	1%	\$8,315	9%	\$6,125	6%
T. of Sanford	\$0	0%	\$1,755	10%	\$0	0%	\$0	0%
T. of Union	\$34,021	12%	\$7,625	3%	\$23,642	8%	\$41,059	14%
T. of Vestal	\$38,564	12%	\$15,312	5%	\$0	0%	\$51,892	17%
V. of Endicott	\$12,600	20%	\$12,600	20%	\$11,850	19%	\$0	0%
V. of Johnson City	\$20,779	17%	\$14,234	11%	\$28,141	23%	\$0	0%
V. of Windsor	\$1,750	20%	\$437	5%	\$0	0%	\$0	0%

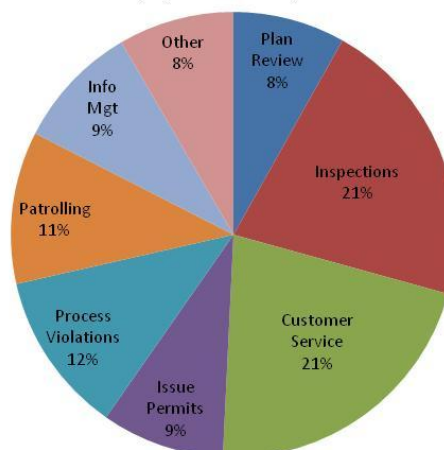
The following graphic reflects staff allocations, by primary responsibility, for code enforcement operations on a countywide basis. Weighted by cost, inspections account for the largest share of code enforcement responsibilities, representing one-quarter of all staff expenses. Customer service ranks second, accounting for 20 percent of all staff costs. All other responsibilities – including plan review, processing violations, patrolling, issuing permits and information management – are all reasonably equal.

Code Enforcement Staff Cost Allocation (by function)



Weighing responsibilities by cost gives some indication of the countywide distribution of staff responsibilities, but biases the breakdown in favor of how the county's largest code enforcement operations are distributed. To provide further context on the distribution of responsibilities countywide, the following graphic presents the *average* percentage distribution on a countywide basis. No adjustment is made for the size of the code enforcement department. This presentation produces only slightly different results – inspections and customer service still represent the largest share of staff responsibilities, followed by the processing of violations and normal patrolling functions.

Code Enforcement Staff Allocation (by function)



Workload Indicators

New York State's Department of State (DOS) requires local code enforcement officers to keep records of the quantity and type of work

performed within their respective community. This information is then submitted to the state in the form of an Article 19 NYCRR Part 1203 Uniform Code Administration and Enforcement Report, also known as a “1203” for each municipality.

CGR obtained 1203s from municipalities in Broome County for the most recent three year period, in order to calculate the volume and distribution of work on documentable activities. CGR collected 1203 data from as many municipalities as were able to provide it, and supplemented the dataset with archived information provided by the Department of State. As not all municipalities had current or recent 1203s documenting their activities, a dataset of activities and workload was able to be developed for seventeen municipalities in Broome County.

It is important to note that, while significant work volume is generated for code enforcement offices in ways that are not documented (*i.e.* phone calls, research of code, site visits where warnings are issued but not documented, and so on), the uniform reports do serve as a good proxy for the allocation of work between and across communities.

The following tables provide a summary of select data from the 1203 reports.

Table 11: Three-year Average of Selected Code Enforcement Workload Indicators
Source: NYS Division of Code Enforcement and Administration

	Building Permits Issued	Certificates of Occupancy/ Compliance	Stop Work Orders Issued	Operating Permits Issued	Complaints Acted Upon
City	682	246	23	111	5,651
Towns	84	48	7	3	57
Villages	124	71	18	4	617

Not surprisingly, the average of the last three years of available data shows that the City of Binghamton was the most active code enforcement operation in the county, reflecting its population size and density. Also, the generally more populous and densely developed villages in the county tended to have a higher workload average than the towns. As illustrated below, the range of activity among towns was also driven by population size.

Table 12: Three-year Average of Selected Code Enforcement Workload Indicators
Source: NYS Division of Code Enforcement and Administration

	Building Permits Issued	Certificates of Occupancy/ Compliance	Stop Work Orders Issued	Operating Permits Issued	Complaints Acted Upon
C. of Binghamton	682	246	23	111	5,651

T. of Barker	52	45	1	0	1
T. of Colesville	67	58	1	0	0
T. of Conklin	65	10	0	8	0
T. of Dickinson	24	9	2	0	124
T. of Fenton	98	73	20	0	2
T. of Kirkwood	122	105	2	16	26
T. of Maine	71	19	1	0	17
T. of Union	293	61	3	0	398
T. of Vestal	268	238	60	21	176
T. of Windsor	36	11	2	0	3
V. of Deposit	24	6	1	0	12
V. of Endicott	247	254	64	20	2,346
V. of Johnson City	437	157	46	0	1,294
V. of Port Dickinson	9	2	0	0	0
V. of Whitney Point	20	1	0	3	5
V. of Windsor	9	5	1	0	47

The 1203s also provide information regarding fire safety and property maintenance inspections. CGR compiled these data for the past three years and computed the average percent of total properties inspected by each code enforcement department annually within their respective jurisdiction. The averages by type of municipality are presented in the table below.

Table 13: Three-year Average Inspection Rate
Source: NYS Division of Code Enforcement and Administration

	Fire Safety and Property Maintenance Inspections (% inspected)		
	Areas of Public Assembly > 50	Multiple Dwelling Buildings/ Complexes	Comm. and Industrial Buildings
City	100%	100%	100%
Towns	78%	60%	54%
Villages	52%	38%	31%

Viewing the last three years of available data, the City has had the best track record for performing inspections, when measured as a percentage of properties inspected. As a group, towns inspect half to three-quarters of properties in each category, while villages inspect a lower percentage of properties on average. Again, as was the case with the preceding 1203 data, the range of disparity among towns was moderate compared to the range among villages. The following table provides a municipality-by-municipality breakdown of these data.

Table 14: Three-year Average Inspection Rate
 Source: NYS Division of Code Enforcement and Administration

	Fire Safety and Property Maintenance Inspections (% inspected)		
	Areas of Public Assembly > 50	Multiple Dwelling Buildings/ Complexes	Comm. and Industrial Buildings
C. of Binghamton	100%	100%	100%
T. of Barker	100%	80%	66%
T. of Colesville	67%	100%	61%
T. of Conklin	67%	45%	25%
T. of Dickinson	94%	79%	59%
T. of Fenton	20%	22%	12%
T. of Kirkwood	100%	33%	54%
T. of Maine	100%	100%	100%
T. of Union	66%	33%	31%
T. of Vestal	65%	68%	36%
T. of Windsor	100%	40%	100%
V. of Deposit	93%	31%	30%
V. of Endicott	100%	100%	100%
V. of Johnson City	0%	58%	0%
V. of Port Dickinson	0%	0%	0%
V. of Whitney Point	33%	0%	10%
V. of Windsor	86%	36%	48%

Processing Time

In an effort to gather as much information regarding code enforcement department workloads and processes, CGR included in its initial data survey questions regarding the time required to perform certain critical functions. The following table presents, on a municipality-by-municipality basis, the estimated amount of time required to complete these key tasks.

As evident from the data, the time required by different departments to perform similar tasks varies widely across the county. For instance, it may take some communities 15 minutes to process an application, while it takes others a week. The time required may even vary within departments – some provided ranges on specific tasks, from as little as five minutes to as much as two hours, based on other workload and staff availability.

Time requirements can vary for a number of reasons. First, the nature of the task can vary – for example, an inspection in a highly dense community for a multiple dwelling unit can look very different from an

inspection in a less dense community for someone building an addition to their home. Depending on how those tasks accumulate, the time constraints can vary. Also, actual basic processes are different from community to community, resulting in variations for common tasks such as the processing of permits. Lastly, methods may be different as well. Some communities may be completely electronic, while others are either completely paper-based or a combination of the two. Depending upon how the staff is able to function within the constraints of a department's methods, time spent on tasks can vary. A summary discussion regarding information management methods is included later in this report.

Table 15: Estimated Processing Time, Key Tasks
Source: CGR Analysis of Municipal Code Enforcement Department Data

	Time to Process Application	Time to Process Permit	Time to Perform Inspection	Time to Process Violation	Office Hours per Week	In-Office Customers per Week	Separate Zoning Office?
C. of Binghamton	2 hours	3-7 days	1 hour	1 hour	45 hours	50-100	No
C. of Binghamton (fire)	n/a	1 day	2 hours	1 week	40 hours	5	Yes
T. of Binghamton	40 mins	10 mins	1 hour	45 mins	40 hours	2-4	No
T. of Chenango	15 mins	10 mins*	30-60 mins	Varies	35 hours	5-50	No
T. of Colesville	2 hours	30 mins	1 hour	2 hours	40 hours	10-20	No
T. of Conklin	2.5 hours	30 mins	1 hour	4 hours	35 hours	40	No
T. of Dickinson	30 mins	10 mins	10 mins	10 mins	35 hours	2	No
T. of Fenton	1 week	5 mins	20 mins	20 mins	8 hours	20	Yes
T. of Kirkwood	45 mins	45 mins	75 mins	1 hour	45 hours	10-15	No
T. of Sanford	30 mins	30 mins	1.5 hours	Unk.	6 hours	2	No
T. of Union	Unk.	1-5 days	1 hour	30 mins	35 hours	40-50	No
T. of Vestal	45 mins	1-8 hours	1-3 hours	3-8 hours	42.5 hours	50-75	No
V. of Endicott	15 mins	20 mins	Up to 2 hrs	15 mins	40 hours	50	No
V. of Johnson City	Unk.	Unk.	Unk.	Unk.	42.5 hours	Unk.	No
V. of Windsor	30 mins	1 hour	20 mins	20 mins	5 hours	1-2	No

* Chenango notes that the processing of permits can take as long as 15 hours, depending on staff availability

The table above also offers insight into the number of weekly “open hours” for each code enforcement office. Some departments are only budgeted to be open for up to one day per week, staffed with a single part-time employee. By contrast, others are open more than 40 hours each week, staffed by full-time code personnel and support staff. As customer service is a critical function served by code enforcement departments, data are also presented to estimate the number of “walk up” customer visits paid each week to municipal code offices in the county. The wide range – from as few as one or two, to as high as 75 or 100 – further evidences the different needs and expectations of the county’s municipal code enforcement offices, as well as how the departments are structured to meet those needs.

Facilities

As part of the data survey, CGR collected information regarding the physical space allocated to each code enforcement operation. The twelve responding municipalities account for approximately 5,500 square feet of office space directly allocated to the code function; slightly more than 1,000 square feet of “customer service” space to interact with the public; and 1,700 square feet of records storage space. Notably, some municipalities also rely on some off-site storage space.

The following is a municipality-by-municipality breakdown of space estimates, as reported by each community.

Table 16: Code Enforcement Office Space
Source: CGR Analysis of Municipal Code Enforcement Department Data

	Estimated Square Footage		
	Office Space	Customer Service Space	Storage Space
C. of Binghamton	1,932	150	150
T. of Binghamton	64	-	-
T. of Chenango	288	124	600
T. of Colesville	100	-	-
T. of Conklin	150	80	15
T. of Dickinson	128	40	20
T. of Fenton	165	-	-
T. of Kirkwood	758	124	96
T. of Sanford	432	100	15
T. of Union	536	48	168
T. of Vestal	400	400	600
V. of Endicott	560	70	50

Information Management

The daily functions of a code enforcement office generate vast amounts of data that are necessary to document and record. The stored data are often called upon for both external reporting and internal tracking purposes, making recollection of that information a crucial part of the code enforcement function.

The data collected by municipal code enforcement departments varies. All are technically required to document activity for submitting state 1203 reports, though some do not. Fields in the 1203 form include detailed

annual statistics regarding permits issued, stop work orders issued, procedural disclosures, operating permits issued, numbers of inspections, code compliance and complaint tracking. Some municipalities do this electronically, while some do it by hand in hard copy format.

Statewide, while some code enforcement departments collect little data outside of what is necessary for required reporting, other more sophisticated departments collect hundreds of fields' worth of data. And there are many departments in between. Examples of fields that are tracked in addition to what is necessary for state reporting include but are not limited to dates, times, detailed GIS location information, zoning information, assessed value, STAR (School Tax Relief) exemptions, parcel history, outstanding violations, building information and contractor information. The existence of such data creates both the opportunity to utilize information in new ways *and* the challenge of managing a more expansive flow of data.

As there is no widely accepted standard for management of such information, methods for information management vary widely among municipalities across the county. No single form of data collection and management, electronic or manual, is more prevalent than the other. There are several departments who record and track all information using a paper-based manual file system. Some operations have made the transition into using basic computerized spreadsheets to enter and track information, many times in combination with manual filing. Still other departments have purchased (or are intending to do so) software packages such as Williamson Law or others, and the most sophisticated departments have their own licensed SQL server(s) to track information.

There are a number of methods for managing the information associated with code enforcement, and almost every municipality has its own unique process. It is also worth noting that some of the less sophisticated methods of information management suit some of the departments well and prove satisfactory for their purpose. But still, there may exist opportunities to utilize some of the skill and resources of the more sophisticated departments in order to leverage efficiencies in the area of information management.

Summary

It is true that the basic function of code enforcement operations across Broome County is reasonably common. But in reality, the distinctive nature of individual communities; different types and densities of development; varying municipal financial capacity; different levels of technical development and sophistication; and different “expectations” within the community make for quite different municipal code enforcement operations in practice. Each enforces the state Uniform

Building and Energy Code, but the varying compositions of municipalities – particularly in terms of population and land area – yield different code enforcement, administration and processing challenges.

Moreover, as each municipality’s code enforcement function has that city, town or village’s *own local codes and ordinances to enforce*, the time spent on various tasks tends to vary across municipality. Likely as a result, there is a broad range of staff sizes and compensation for code enforcement departments, even among similar types of municipalities. And the wide array of tasks that each code function is called upon to perform carries a different cost (and time investment) in each municipality.

A NOTE ON OPTIONS

The intent of this study has been to identify collaborative options – up to and including a consolidated countywide code enforcement operation – that are both feasible *and* have the potential to create efficiencies and/or streamline the delivery of services to residents through different resource configurations. From CGR’s perspective, in general efficiencies can be created in at least two ways: first, from an operational perspective, and second, from a cost-savings perspective. Both alternatives have the potential to lead to improved services for residents and others in the community, though only the second results in direct cost-savings.

The most common question being asked of local officials in the current economic and fiscal environment is whether municipal costs (and, by extension, taxes) can be lowered. At the same time, CGR (and this project’s steering committee) believes it is also important to consider options that may not necessarily lead to significant cost-savings, but that improve the quality of service provided. Either way, the challenge for any local government is to consistently reassess the service demands in each community and apply resources necessary to meet expected service levels. The options explored below are intended to serve as a platform for future discussion on configuring code enforcement resources in order to best serve residents in Broome County.

COUNTYWIDE CODE ENFORCEMENT

As noted in the study objectives, CGR explored the idea (and feasibility) of providing code enforcement on a countywide basis. A countywide code office could help to standardize current services; ensure a more equitable application of enforcement levels across municipalities; serve as a single “gatekeeper” for potential developers/investors entering the county; and benefit from the County’s generally higher level of information

technology and data management sophistication. Some “back office” operations and administrative duties could be shared, and there may be some specialization of function benefits by having specific staff work on applications, others issue permits, and others handle inspections, compared to the current approach which requires code staff to be “jacks of all trades.”

The Department of State itself notes that “code enforcement by the county pursuant to a service agreement can have several advantages. First, the cost of a county code enforcement program that provides services to several local governments may be less than the combined cost of the local governments’ individual programs. Second, the county may be able to afford to hire several professional full time CEOs, while the participating local governments, acting individually, may be able to afford only part-time CEOs. Finally, a single staff providing code enforcement services to a number of local governments can usually be larger than the staff serving only a single local government; the larger staff will typically have broader range of expertise, and having a larger staff will typically permit individual members of the staff to specialize.”⁴

The sections below consider the basic framework for delivering the Uniform Code enforcement services on a countywide basis, as well as the corresponding taxpayer impacts. First, two important considerations should be noted, since they impact the potential implementation of, and efficiencies to be gained from, a regional/countywide approach.

Key Point #1: Municipal code office responsibilities often go beyond just code enforcement

It is important to note that municipal code enforcement operations often do more than *only* enforce the Uniform Code. CGR’s review of municipal code departments throughout Broome County found code personnel are often tasked with general municipal functions as well (*e.g.* customer service, paperwork processing and “back-stopping” personnel in other departments). Moreover, municipalities have their own municipal codes requiring enforcement – above and beyond those provided for in the Uniform Code. As a result, to the extent that any of the regional/countywide options consolidated Uniform Code enforcement responsibilities at the county level (or shifted them to the Department of State under the Section 381 option), it is likely that municipalities would retain at least some staff/capital resources currently allocated to their code

⁴ See “Shared Enforcement of the Uniform Code and Energy Code,” New York State Department of State, 2008, page 2.

department. Therefore, while there may be some potential for staffing efficiencies and improved service levels (as discussed in the following sections), it is unreasonable to conclude that shifting Uniform Code enforcement responsibilities away from the municipal level would necessarily create a “one-for-one” savings for municipal governments.

With this in mind, the regional models considered in this section assume that the County (or regional “hub” offices) would assume responsibility for enforcement and administration of Uniform Code services in *each* municipality. Importantly, the enforcement of *municipal codes and zoning codes* would remain the responsibility of the individual municipalities that established them.

Key Point #2: Municipalities currently provide different levels of code enforcement service

One of the key implementation issues to bear in mind when considering a regional/countywide approach in Broome County is that municipalities currently provide a broad range of service levels when it comes to code enforcement. That is, the scope and service intensity of code enforcement operations varies by community. Many operations – including the City of Binghamton, several towns and villages – are full-service departments, staffed by multiple full-time professional and support personnel, functioning as full-time, five-day-a-week operations and handling a considerable number of permits, inspections and reviews. By contrast, other operations are more scaled back in nature, with part-time professional personnel; in some cases, without any dedicated support staff; and open to the public only one day per week or less. This dichotomy between the “larger” and “smaller” operations creates different cost and service expectations in different communities.

This may create a challenge for implementing a regional/countywide approach, or at least one that would create a “one size fits all” level of service. A *single* regional approach that does not sufficiently acknowledge these service level differentials (*i.e.* allowing different communities to receive different levels of code enforcement services, and at different costs) would require *either* (1) some municipalities to reduce their current service levels, or (2) some municipalities to increase their current service levels.

Two Basic Implementation Options

There are two basic models for creating a *de facto* countywide code enforcement function. The first is enabled by State Executive Law §381, which allows municipalities to decline to be the enforcing entity for the State Uniform Code within their boundaries. This can be accomplished by local law. Under §381, when a municipality exercises its right to decline

being the enforcing entity within its boundaries, that responsibility shifts to the county government. County governments can, in turn, also opt out of being the enforcing entity. In that case, the responsibility passes to the Department of State. As of 2008, fifteen counties in New York had exercised this option.⁵ The reality of this option is a responsibility- and cost-shift *from* the municipal level *to* the county or state.

By contrast, the second option is a more collaborative approach whereby some or all municipalities in the county would *contractually agree* to shift responsibility for enforcement of the Uniform Fire Prevention and Building Code to the county itself. As this is a more cooperative approach typically built around a formal inter-municipal agreement, it is more likely this framework would be characterized by a funding mechanism whereby the municipalities paid the county to enforce the Uniform Code on their behalf. To the extent a countywide system was able to leverage certain economies or efficiencies in delivering the service countywide, those efficiencies would be realized by the municipalities in terms of what they pay to the county for the service (versus what the municipalities paid to perform the service on their own).

Section 381 Option

As noted above, from the municipal perspective, the simplest and most straightforward approach to reducing municipal enforcement costs related to the Uniform Code is to pass a local law declining to be the enforcing entity within their respective boundaries. For the fourteen Broome County municipalities that submitted cost data for analysis in this study, that option would enable savings of a significant portion of the \$2.018 million in total staff costs related to current code enforcement services. Again, the actual amount of *realized* savings would be subject to how much code enforcement capability each municipality retained in order to enforce *municipal* codes within its borders. Still, it is reasonable to assume that the Uniform Code accounts for a significant portion of workload within municipalities. Under the conservative assumption that Uniform Code enforcement accounts for half of municipal code costs, ceding that responsibility to the County under Section 381 would reduce municipal costs (in the units reporting for this study) by \$1.009 million, or approximately \$5 to \$6 per capita (based on 2010 Census population figures). Relative to assessed valuation in the units reporting for this study, these savings translate to \$0.20 per thousand dollars of assessed value (based on the 2010 aggregate taxable assessed value in the units

⁵ “Administrative and Enforcement of the Uniform Fire Prevention and Building Code and the Energy Conservation Construction Code,” New York State Department of State, 2008, page 3.

reporting for this study). Under a more aggressive assumption that Uniform Code enforcement accounts for three-quarters of municipal code costs, shifting responsibility to the County under Section 381 would produce municipal savings of \$1.513 million, or \$8.50 per capita. These savings translate to \$0.30 per thousand dollars of assessed value.^{6,7} Again, the actual savings realized by an individual municipality would depend upon the degree to which it retained some of its former code enforcement staff capacity to address other responsibilities, including the enforcement of municipal codes and other general municipal responsibilities.

Notably, while this would represent a cost *reduction* for municipalities, it would represent a cost *increase* for either the County *or* the state (in the event the County itself declined to be the enforcing entity). From a strictly local perspective, and considering financial impacts alone, it makes the most sense for the municipalities *and* the County to shift this responsibility wholly to the state.

Regionally Consolidated Countywide Models

Aside from the Section 381 option, there are alternatives for creating a regionally consolidated countywide code enforcement model through a more collaborative approach. We review below two models for providing enforcement of the Uniform Code on a countywide basis. In both cases, the framework would be subject to inter-municipal agreement that prescribed the structure, services to be delivered and payment by the service recipient(s) to the service delivery agency. The first model, which envisions a consolidated department within Broome County government itself, would be subject to an IMA between the County and each municipality being served by the regional office; the second model, which envisions a consolidated system served out of sub-regional offices, would be subject to an IMA between the municipality delivering the service and the municipality (or municipalities) it is serving.

Model #1: Consolidation within the County

Under the first hypothetical model, all responsibility for enforcing the Uniform Building and Energy Code would shift away from municipalities and into Broome County – that is, a department within Broome County

⁶ Savings are calculated for the entire county, so projections represent the *average* savings in each municipality. Actual savings would differ in each municipality.

⁷ An increase of approximately \$1.5 million in the County property tax levy would result in an approximately \$0.16 per thousand increase in County tax rate. Again, this is an average across the entire county – the actual impact would vary by municipality.

government. The County would assume responsibility for administering, staffing and delivering code services to all municipalities. Unlike the Section 381 option, where municipalities would be entirely relieved of the responsibility to provide Uniform Code enforcement, this model envisions municipalities continuing to fund specific service levels (and at specific cost), to be delivered by the County. As such, the financial benefit to municipalities is somewhat lower under this model than under Section 381.

Our review finds that there are potential benefits to consolidating code enforcement at the County level, including the following:

- Standard levels of service – This would provide all municipalities with a full-time code enforcement operation, particularly benefiting those that presently function as only a one- or two-day-per-week service.
- Technology enhancements – As discussed in more detail later in this report (see “Shared Services”), the County has a higher degree of technological sophistication than the average municipality. Providing code services out of the County would enable a greater leveraging of this technology, creating opportunities for cross-departmental data utilization; shared record archiving; and potentially improved (*i.e.* online) customer access to permits, applications and other relevant documents.
- Financial benefit – As discussed in more detail below, although the regional model presented in this section offers less savings than the Section 381 option, it would potentially provide some financial benefit to municipalities.

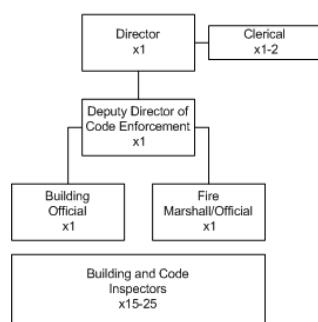
(Note: These benefits would also likely accrue to the Section 381 option summarized in the preceding section.)

Administrative, Departmental and Staffing Considerations

The most fundamental administrative consideration to this hypothetical model involves creating a new County department to administer the function (or, at minimum, housing the function within an existing County department). If code enforcement were to be housed within an existing County department, the Planning Department would seem the most logical choice.

The new County department would need to be staffed to a level sufficient to delivering Building and Energy Code enforcement services on a countywide basis. Below, we present a hypothetical model that suggests an approximate structure of this new County department. The model is

Hypothetical Model of County Code Enforcement Office



based on CGR’s analysis of *current* municipal code enforcement operations, workload and staff loads across all units that reported data for this study.

In all likelihood, the office would be headed by a Director and Deputy Director of Code Enforcement, supported by a single clerical position. To provide sufficient managerial and administrative oversight, the model incorporates a lead Building Official and lead Fire Official position to oversee the actual inspection and processing work to be completed by a pool of building/code inspectors. Based on CGR’s evaluation of current code enforcement staff sizes and workloads across the County’s municipalities, we estimate that the County would have to hire approximately twenty-to-thirty employees to deliver *at least* the current level of code enforcement service. We derive this estimate using a two-step analysis. First, the range of staff-to-activity was derived using the three-year averages reported in state 1203s for a sample of municipalities in Broome County. Second, we applied the most efficient (*i.e.* lowest) of the existing municipal staff-to-activity ratios for *all* activities countywide, essentially assuming that a single code operation would operate *at least as efficiently* as the more efficient existing code operations in the county.

There *are* potential staff efficiencies to be gained by this model. We estimate that approximately 30 total staff could be required, compared to the 39.5 full-time equivalent positions currently in place in the municipal units reporting data for this study. However, as noted above, it is reasonable to assume that some portion of that differential will remain in place within the municipalities to continue handling *municipal* code enforcement responsibilities and other general responsibilities.

Financial Considerations

Cost/Savings

Using the current average full-time equivalent compensation cost for the county’s code enforcement operations, we estimate that this division would represent approximately \$1.5 million in salary-only costs. Again, it is important to note that even under this consolidated structure, some municipalities may opt to retain one or more of their own code personnel to enforce municipal-level codes and/or process enhanced permitting/applications that may be required by municipal ordinance. Those costs are not contemplated in this model, since they would almost certainly vary by municipality and therefore are indeterminate at the present time.

Assuming away these “embedded” municipal costs for the moment, a consolidated countywide model using this approach – at an approximate cost of \$1.5 million – could represent a roughly \$500,000 savings. Among the municipal units reporting data for this study, this would result

in savings of nearly \$3 per capita. That translates to roughly \$0.10 per thousand of taxable assessed value in the reporting units.

The size and scope of the countywide model is, of course, strongly dependent on whether some/all municipal units in the County participate. With this in mind, readers should note that the above model is scalable to some degree, to the extent that only *some* municipalities opt to consolidate at a county level. While some of the administrative-level costs are more or less “fixed” (*i.e.* you would likely need a Director regardless of size), the number of inspectors can be scaled up or down based on actual workload and number of participating municipalities.

We find limited additional savings potential in the area of facilities. The fact that municipal code enforcement operations currently utilize existing town, village and City facilities would limit the potential for any capital savings through a countywide consolidation (*i.e.* no municipal property would be returned to the tax rolls as a result of the consolidation).

Funding the Countywide Model

The inter-municipal agreement establishing the consolidated countywide function would, among other things, set forth a payment schedule whereby the municipalities would reimburse the County for code services rendered.⁸ Since under this model the County would be assuming from the municipalities *all* administrative responsibility for code enforcement, it would be logical to vest the County code department with fee collection responsibilities as well. Funds for permits, applications and related violations would be collected by the County code unit and used to offset the cost charged back to the respective municipality.

As noted above, one challenge in setting forth a common schedule among all municipalities is the current cost disparity among them. That is, some municipalities currently pay *more* for code services – in many cases, to offset additional workload created by more proactive inspections or stringent codes – while others pay *less* for theirs. Whereas one might have

⁸ Another option is to fund the countywide service directly out of County taxes. However, since the County does not currently provide for this service in its budget, funding it out of County taxes would require the generation of additional revenues – likely out of the County property tax levy. Since the service is already funded out of municipal budgets, we conclude that the most straightforward implementation approach would be to establish a payment framework within the inter-municipal agreement between the County and municipalities. That is, municipalities would agree to pay the County to assume responsibilities for providing code enforcement services. Moreover, this approach would also provide additional flexibility in the event different municipalities desired to maintain current service level differentials. Under this “a la carte” approach, each municipality could pay the County to provide a specific agreed-upon level of service, subject to the terms of the IMA.

a high-capacity, full-service office running 40 hours per week, others have part-time operations providing a less intensive level of service. Calculating a standard “fee” to be paid to by municipalities to the County, then, would have to assume a standard level of service that does not present exist. In reality, one of three outcomes is likely:

1. All municipalities pay the same average (*i.e.* proportionate) cost for a countywide service, in which case the highest-spending jurisdictions would see savings, but the lowest-spending jurisdictions would see cost increases;
2. All municipalities pay the rate currently paid by the highest-spending jurisdictions, in which case the lowest-spending jurisdictions would see cost increases to pay for higher levels of service they currently opt not to deliver; or
3. All municipalities pay the rate currently paid by the lowest-spending jurisdictions, in which case the highest-spending jurisdictions would see cost decreases *but* would receive a lower level of service than they currently deliver.

In this context, it is difficult to envision a “one size fits all” funding approach, however attractive that approach may be.

The County and municipalities appear to have two basic options for setting the payment schedule in the inter-municipal agreement. First, the County could establish a single rate (*e.g.* on a per-property or per-capita basis) which all municipalities would pay on a proportional basis. As noted, this would have the effect of increasing current costs for some municipalities, while reducing costs for others. Second, the County could delineate different levels of service (*i.e.* reflecting current service levels) for different municipalities in the inter-municipal agreement, and charge different rates for providing those services. The current municipal cost in each jurisdiction would represent a logical starting point.

Legal Considerations and Sample Agreement

In order to implement the countywide approach, individual municipalities would have to agree pursuant to inter-municipal agreement to shift building code responsibilities to Broome County government. Assuming municipal willingness to transfer this function to the County, there are no legal impediments to implementing the full county consolidation model.

A sample inter-municipal agreement for the County-municipal model is presented in the Appendix. The sample agreement is drawn from the Department of State’s reference publications. As DOS notes, “the form is intended to be used only as an illustrative sample, and may not be appropriate in every situation. The attorney for each party to an

agreement of this type should always be consulted at every stage of development of the agreement. Under no circumstances should this form or any provision in this form be used without consultation by each party with its attorney.”⁹

Model #2: Sub-County Consolidation in “Regional Hubs”

Short of creating a new County department to provide code enforcement services in consolidated fashion, there is the possibility of developing a framework that *regionally consolidates* code enforcement functions *but keeps them at the municipal level of government*. This model, which would seek to leverage the capacity and scope of the largest existing municipal code offices, would involve consolidating the current municipal code functions into a smaller number of “regional hubs.” It would also yield some of the advantages cited in Model #1, including standard levels of service, greater consistency of coverage (esp. for municipalities that currently have extremely small, less-than-full-time code operations), and technology enhancements.

In this case, smaller code enforcement departments would be combined with larger municipal operations (rather than within County government) in order to better leverage the combined pool of resources and create efficiencies. This model assumes that those operations with greatest capacity and IT sophistication assume the responsibilities of smaller municipalities in the county. Assuming a willingness among municipalities to consolidate the code enforcement function, this model may be attractive in a variety of ways:

- First, it would avoid the need to create an entirely new function at the County level, potentially easing implementation;
- Second, it would leverage the municipal operations that currently have the greatest capacity – in terms of staff size and technological sophistication (*Note: this would not eliminate the need to hire additional staff at those municipal operations, however*);
- Third, it would keep the function at a municipal level, possibly mitigating concerns expressed by some jurisdictions that they would prefer not to consolidate at the County level and move the code enforcement function away from local government;

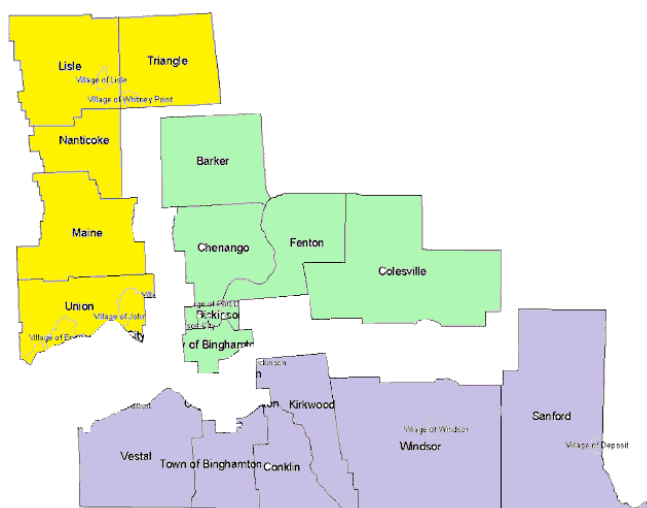
⁹ See <http://www.dos.state.ny.us/LG/publications/CODE%20ENFORCEMENT/Appendix%20One.htm>

- Fourth, retaining multiple regional hubs could enable a greater degree of service differentiation (compared to consolidating the function into a single countywide office), alleviating the implementation challenge cited earlier regarding the wide range of service levels currently provided across municipalities; and
- Finally, although geographic proximity would seem the most natural way of serving municipalities out of regional hubs, the presence of multiple hubs within the County would effectively give smaller municipalities a choice of which office to contract with.

Administrative, Departmental and Staffing Considerations

The logical foundation of the “regional hub” model would be those municipal code enforcement operations that are currently the largest. Based on current staff counts, these would include offices like the City of Binghamton, and the towns of Union and Vestal. The actual organization

of the regional hub offices – specifically, which municipalities would be served out of each office – is speculative at the present time. One hypothetical model is shown in the accompanying map, *not by way of recommendation but rather to illustrate the organizational concept in greater detail*. The sample model was created to *reasonably* equalize population and land area served by each regional hub office.



This hypothetical model assumes that the regional hubs would be operated out of the three currently-largest municipal code offices: the City of Binghamton, and the towns of Union and Vestal. Under this arrangement, the County would be divided into three “sectors,” each served by a single centralized office. For example:

- **Union** would service the northeastern sector of the County, including the Village of Johnson City (Note: A consolidation of building departments is already being implemented), the Village of Endicott, the Towns of Maine and Nanticoke, the Town/Village of Lisle, the Town of Triangle and Village of Whitney Point.
- **Vestal** would service the southern sector of the County, including the Towns of Binghamton, Conklin and Kirkwood, the Town/Village of Windsor, the Town of Sanford and Village of Deposit.

- Finally, the **City of Binghamton** would service the north-central sector of the County, including the Town of Dickinson, Village of Port Dickinson, and the Towns of Chenango, Barker, Fenton and Colesville.

The regional hub offices would not be able to assume these additional responsibilities without adding new personnel. However, it is likely that in the aggregate, the regional hub model would require net fewer personnel than the current municipal-based structure. The overall staffing structure would be similar to that presented in Model #1, except that the presence of multiple offices would create a need for multiple administrative positions. For example, each office would be headed by a Director (vs. a single Director in Model #1); each could have its own Deputy/Assistant Director (vs. a single position in Model #1); and each would have its own clerical staff (vs. a single clerical position in Model #1). The overall number of inspectors would likely remain reasonably consistent with Model #1, since those staff loads are driven more by workload than the number of offices. Our analysis indicates 15 to 25 such inspector positions across the regional hub offices. In total, then, this model would require approximately 35 positions – less than the current municipal-based structure, but slightly higher than Model #1.

Financial Considerations

Like the Countywide model presented earlier, the funding arrangement for the regional hub model would be governed by an inter-municipal agreement. Since the regional hub offices would be assuming from the individual municipalities *all* administrative responsibility for code enforcement, it would be logical to vest the hubs with fee collection responsibilities as well. Funds for permits, applications and related violations would be collected by the regional hub office and used to offset the cost charged back to the respective municipality.

Cost/Savings

This staffing model reduces slightly the savings identified in Model #1. Accounting for two additional Directors, two additional Deputy/Assistant Directors and two additional clerical positions, the savings under this model would be reduced to a range of approximately \$100,000 to \$200,000. Among the municipal units reporting data for this study, this results in savings of less than \$1 per capita. That translates to roughly \$0.03 per thousand of taxable assessed value in the reporting units.¹⁰

¹⁰ Savings are calculated for the entire county, so projections represent the average savings in each municipality. Actual savings would differ in each municipality.

And like Model #1, the fact that municipal code enforcement operations currently utilize existing town, village and City facilities would limit the potential for any additional capital savings through regional hub consolidations.

Legal Considerations and Sample Agreement

Like Model #1, the regional hub approach would be based upon an inter-municipal agreement. In this case, rather than a single IMA covering all services, it is likely that the municipalities hosting each respective “hub” would establish IMAs with those municipalities to which they were providing code enforcement services. A standard shared services IMA offers a good starting point for the regional hub agreement. One such sample is included in the Appendix.

Implementation Plan: Countywide Models

The two countywide consolidated models – creation of a County department to deliver code enforcement services to *all* municipalities, or sub-county consolidation into a handful of regional “hub” offices – share the same basic implementation process. The key difference between them would involve details in the inter-municipal agreement that established the framework for the consolidated service.

The key components to implementing either model are as follows:

1. Achieve consensus (municipal-County for Model #1, and municipal-municipal for Model #2) regarding desire to restructure current approach to administering code functions;
2. Make determinations on “host” office(s) for consolidated service (new/existing County department for Model #1, and host communities for regional hubs for Model #2);
3. Establish inter-municipal agreement governing types/levels of service to be delivered and funding mechanism; and
4. Appoint staff.

Additional detail on each of these key implementation components is presented in the summary table on the following page.

Implementation Summary and Key Components

1. Achieve Consensus Regarding Desire to Restructure

Model 1 / Model 2:

As both models envision a full countywide consolidation, municipal units that currently provide their own code enforcement services would have to express a desire to relinquish that function to the County. The County has no legal authority to “mandate” such a restructuring. However, CGR’s review and analysis does not indicate that there is a strong desire among municipalities to pursue this approach at the present time, suggesting that this first step in the implementation process would require a significant time investment and discussion between the County and municipal units about the potential benefits of a consolidated approach *and* assurances that current service levels would be maintained in a consolidated framework.

2. Determination(s) on “Host” Department(s) for Consolidated Service

Model 1:

Under this model, the County would make a determination as to how it would house, deliver and administer code enforcement services. There appear to be two basic options: first, creating a new department within County government; second, placing the function as a subdivision of an existing County department, such as Planning or Real Property.

Model 2:

Under this model, the County would facilitate discussions of which current municipal code offices were most appropriate to serve as regional “hubs.” That determination would be based in part on current office size, capacity, staff load, workload and the municipality’s willingness to serve as a regional hub. This process would involve the County and *all* municipalities.

3. Establish Inter-Municipal Agreement

Model 1:

The County and municipalities would negotiate the inter-municipal agreement that would serve as the legal framework for the consolidated code enforcement service. The agreement would specify the following: nature, type and level of Uniform Code enforcement service to be provided by the County; a County acknowledgment regarding the sufficiency of staff numbers and training; associated costs; funding mechanism (*i.e.* rate(s) that would be charged-back to municipalities, *or* County funding of costs, *or* some combination thereof); insurance and indemnity; and term length, including procedures for voiding agreement.

(See *Sample Agreement 1* in the Appendix of this report.)

Model 2:

Municipalities would negotiate the IMAs would serve as the legal frameworks for each of the regional “hub” offices. The agreement governing each regional hub need not be identical, providing flexibility to address specific service types/levels that may be desired in one part of the County, but not in another. The County may facilitate these processes, but not be party to the final IMA. Similar to Model 1, the agreements would specify the nature, type and level of service to be provided; an acknowledgment regarding the sufficiency of staff numbers and training; associated costs; funding mechanism; insurance and indemnity; and term length, including procedures for voiding agreement.

(See *Sample Agreement 2* in the Appendix of this report.)

4. Appoint Staff

Model 1:

Prior to full implementation, the County would be required to hire/appoint *new* staff sufficient to address the workload coincident with countywide code enforcement. In many cases, it would be logical to expect current municipal code enforcement personnel to transfer to the County and become County employees.

Model 2:

Prior to full implementation, the municipalities serving as regional hub offices would be required to hire/appoint *additional* staff sufficient to address the workload coincident with their partner municipalities. As with Model 1, in some cases it is logical to expect that current code enforcement personnel in partnering jurisdictions would transfer to the municipality hosting the regional hub office.

COLLABORATIVE OPTIONS

During the course of this study, CGR observed limited willingness among municipalities to relinquish code enforcement responsibilities, either through a truly consolidated countywide model *or* through a regional hub approach. We did, however, note several areas in which municipalities expressed willingness – indeed, a *desire* – to work more collaboratively to enhance the overall scope and quality of code enforcement services. This section summarizes several issues researched by the study team as to their potential for enhancing current code enforcement operations among municipal units. They could serve to better integrate the patchwork quilt of code enforcement across the county, and yield better outcomes in the areas of staff/operational capacity and cost sharing, information management, data security, technological capacity, customer service and stakeholder communication. Most importantly, these options represent the “low hanging fruit” in terms of inter-municipal cooperation, and could be pursued in the short term while more regional solutions are discussed going forward.

Shared/Consolidated Staff Opportunities

As the recently-approved arrangement between the Town of Union and Village of Johnson City suggests, there may be some potential for individual pairs of municipalities to discuss sharing or consolidating code enforcement personnel between themselves. Particularly in cases where a municipality’s code enforcement function is especially short-staffed, sharing staff with another municipality may afford it a level of service, coverage and expertise that would otherwise be unaffordable if acting independently. This is different from the “sub-county consolidation” (Model #2) considered above in that it would involve shared or consolidated staff among two or more municipalities, rather than a full countywide consolidation into regional offices.

A review of the baseline data submitted by municipal code enforcement units suggests that those departments with the *smallest* full-time equivalent code enforcement staff-load actually pay a proportionally higher rate for the service than do those with larger FTE staff-loads. For example, of the reporting jurisdictions, the four with the smallest full-time equivalent staff-load actually have a proportionally higher compensation rate (\$62,384 per annualized FTE) than the rest of the peer group (\$45,116).

This suggests that there is some level of “critical mass” required in order to deliver code enforcement services. As a result, the smallest-staffed municipal code departments have to pay a certain premium in order to provide even basic coverage. Larger operations are able to absorb this

premium across more staff members in a way that pushes average compensation levels down.

This offers support for the concept of joint (*i.e.* inter-municipal) code enforcement as presented by the Department of State in its publication, *Shared Enforcement of the Uniform Code and Energy Code*. As that publication explains,

“...if no participating local government, acting individually, requires full time CEO, the participating local governments, when acting jointly, may be able to justify hiring one or more full-time CEOs, helping to ensure better coverage throughout the year and the availability of qualified code enforcement personnel. Similarly, local governments that share code enforcement responsibilities may be able to afford to hire additional staff, providing a broader range of expertise and permitting staff to specialize.”

The governing document for any such joint code enforcement model would be a formal inter-municipal agreement between/among the participating municipalities. For reference purposes, a model inter-municipal agreement (IMA) is presented as an appendix to this report. The sample agreement is based on a hypothetical town-village shared code enforcement operation.

Again, the specific inter-municipal partnerships depend upon each jurisdiction’s desire and expectation for a certain level of code enforcement services. Across Broome County (and the state, for that matter), municipalities tend to have different expectations regarding the level of their code enforcement function. Whereas some communities view code enforcement as a critical “quality of life service” and invest in its ability to act in a proactive way, others structure it to be exclusively reactive and act strictly as an enforcement mechanism. In fairness, these expectations are often a function of a community’s financial capacity and ability to invest in code enforcement. But regardless, in order for inter-municipal partnerships and shared staffing arrangements to function effectively, it is important for the partners to bring a mutual expectation regarding the level of code services that they will receive.¹¹

CGR recommends that the smallest code enforcement operations in Broome County be involved in any such conversation about the potential benefits of sharing staff with neighboring jurisdictions. Of the reporting units, four have staff-loads of less than one full-time equivalent –

¹¹ For additional considerations regarding shared staff arrangements, including suggested features for inter-municipal and/or joint service agreements, see “Shared Enforcement of the Uniform Code and Energy Code,” New York State Department of State, 2008.

Colesville, Fenton, Sanford and the Village of Windsor.¹² Of those, only one code office (Colesville) has office hours more than one day per week. Limited staffing impacts the ability to deliver code enforcement in a proactive way, impacting public accessibility and constraining the ability of code enforcement officers to perform routine patrols and inspections. A shared arrangement may well reduce their unit costs *and* enhance the level of service.

To the extent that shared/consolidated staffing options are considered by *municipal neighbors* – especially towns and the villages within them – there are other potential benefits to weigh. First, a single code office creates a single point of contact for the community, eliminating the potential for confusion experienced by residents who may want to file a complaint on a boundary property but are unsure of which municipal jurisdiction it falls in.

Second, notwithstanding the different development and densities that often characterize villages and the towns that surround them, there are undoubtedly “shared resources” across municipal boundaries. For example, town residents often see the village as *their* downtown; similarly, village residents often see the town’s open space as *their* recreation area (especially since village residents are also town residents, and pay taxes to the town government). These kinds of community ties generally transcend town/village borders, suggesting a community-wide approach to code enforcement could build on existing synergies.

Third and related, municipal services such as code enforcement, planning and zoning consistently face implementation issues at “gateway areas” where municipalities meet. Structuring the service in a way that transcends those borders may offer a more consistent implementation across municipal gateways.

Information Management

One area where CGR finds strong potential for better outcomes through greater inter-municipal collaboration is information management and its role in code enforcement services. The diversity of data management approaches and computerization throughout the county’s municipal code enforcement units presents a number of challenges. First, the use of a hard-copy format in many municipalities creates space storage, data retrieval and usability issues. Second, it impacts the ability of some municipalities to meet the state’s regular reporting requirements (as noted

¹² Note that this list is drawn only from units that reported data for this study. It is likely that other non-reporting municipal units in Broome County are similarly sized, and would benefit from a consideration of shared approaches.

earlier, not all municipalities comply with the state's 1203 reporting process). Third, the lack of a streamlined approach for computerized data and information management creates additional staff burdens that get magnified in the smallest-staffed operations.

While not every municipal code enforcement operation in Broome County is currently computerized, CGR's stakeholder discussions suggest that there is a willingness to transition to a more electronic-based system. However, cost and transition challenges have resulted in some municipalities deferring that transition in recent years. Officials consistently identified information and data management as an area of interest for shared services, particularly if collaboration can address the cost and transition challenges.

Centralized Data Storage

One possible stimulus to moving municipal code units to an electronic-based information system could be centralized data storage. Although not a sufficient condition in itself, the availability of space to centrally-store municipal code enforcement data would resolve one of the cost and transition issues currently faced by municipalities that are otherwise considering computerized approaches. The County itself may be in a position to offer data storage to municipal code offices, which would both eliminate the cost obstacle for municipalities and help encourage the migration to electronic format.¹³ Not only could central data storage serve as a catalyst to shift hard-copy municipalities into electronic format, but it could also contribute to a standardization of code enforcement data collection and reporting countywide. As a first step, CGR recommends the County work with already-computerized municipal code units to identify the potential of offering central data storage.

County Information Management System

As Broome County and municipal code enforcement units consider a centralized data storage and information system approach, there is valuable precedent to note regarding tax assessment services. Currently, the County maintains a central information system – using the RPS platform developed by the State Office of Real Property Tax Services – to offer electronic access to municipal tax assessment offices countywide.¹⁴ Under the current structure, each municipal tax assessment office has a

¹³ According to some municipal code personnel, the state requires retention of certain records in hard-copy format for a specified number of years. However, we do not see this as sufficient reason to avoid computerizing code enforcement data. The benefits of having electronic records – from security to accessibility and reporting – are clear.

¹⁴ The County also maintains tax maps for towns and villages.

link to the County server to access the data system, which allows for data entry on a parcel-by-parcel basis; maintenance and updating of parcel data; querying and reporting. The system currently runs on a terminal server, which individual municipal offices access via the Internet. County IT notes that a Citrix-based gateway is currently in development which, when completed, will offer access by handheld units, PDAs and other similar technologies. This promises to create significant value to services like tax assessment (and, potentially, code enforcement), where much of the data collection/recording process occurs out of the office “in the field.”

The electronic system – as well as the relationship between the County’s information technology department and municipal units – offers significant precedential value to the code enforcement function. Similarly, a shared information management system would create a valuable formal communication mechanism between the County and municipal code enforcement units.

Data Integration

There is increasing recognition among local governments nationally regarding the value of greater cross-departmental data integration. What is collected by one department is, in very real ways, potentially valuable to others. The concept, whose start is generally attributed to platforms such as New York City’s “CompStat” and Baltimore’s “CitiStat,” involves using dynamic, multi-layered data tools to identify cross-departmental synergies in ways that optimize public management and resource allocation. For example, the data collected by tax assessors offers critical information to regional GIS systems; similarly, the data collected by code enforcement officers may offer public safety departments valuable information on property conditions, code violations and structural problems.

Electronic collection, maintenance, storage and access of data are prerequisites to achieving the kind of scale benefits generated by these multi-layered data tools. Representatives from the City of Binghamton indicate that this discussion has already begun in the City, focusing on ways to leverage existing data stores cross-departmentally and enhance the depth and integration of electronic information citywide.

The inherent value of greater data integration – both municipally and regionally – should offer communities even more incentive to shift their code enforcement data management systems in the direction of electronic format.

Shared Purchasing/Licensing of Software

During stakeholder discussions, CGR found a desire on the part of some as-yet computerized code enforcement offices to procure software

platforms that would enable a transition to electronic data. However, those stakeholders indicated that even the most basic software packages were cost prohibitive – especially in the current fiscal environment. CGR would encourage municipal code offices in Broome County (and perhaps even in neighboring counties) to consider jointly bidding code enforcement software packages in order to secure a more aggressive unit price. The County itself may be in a position to assist in developing this request-for-bid.

Customer Service Access Points

A more computerized system would also afford residents greater access to information and services. As a basic step, all municipalities in the county should provide an online portal for the downloading of forms *and* the submission of code complaints. CGR found that at present, only seventeen of Broome County’s twenty-four municipalities have a formal online presence; fewer, still offer either downloadable permit/application forms (10) or online code complaint submission (8) capabilities.

Records Storage Space

During stakeholder discussions, CGR noted that several municipal code enforcement operations in Broome County currently utilize (and pay for) some offsite storage space. This is due in part to a lack of electronic records (which offer storage efficiencies) and limited capacity in the code offices of space-constrained town and village buildings. CGR’s survey of facility capacity indicated a range of code enforcement office space, particularly space allocated to storage. There may be opportunities for municipalities to share existing storage space as a lower-cost (or even no-cost) alternative.

Communication

One final issue worth noting is not unique to Broome County, but was certainly evident in CGR’s stakeholder discussions. As is often the case, there is a varying level of understanding among elected officials as to the basic function of code enforcement operations. And as suggested earlier, this drives different expectations of the service levels each municipality’s code enforcement department should deliver, and has real impacts when decisions are made regarding staff and budget levels. CGR believes the code function would benefit from formal meetings – perhaps one to two times per year – between the code enforcement officers group and the Broome County Council of Governments. Such an approach would create a formal, regular line of communication between code enforcement staff and elected officials, and could contribute to a further identification of inter-municipal opportunities.

CONCLUSION

In conclusion, there are a series of potential benefits to moving toward a more collaborative – even regional – approach to code enforcement operations across Broome County.

- First, local governments and the County itself stand to save the most money by shifting their code responsibilities to the State entirely. This savings potential is estimated at approximately \$1.5 million.
- Second, a more collaborative approach between the County and municipalities could save as much as a half-million dollars. Two models may work: 1) Consolidating the service within County government, or 2) Consolidating municipal operations into a series of “regional hub” offices, based within the largest municipal code operations.
- Third, thinking more regionally about code enforcement may yield additional benefits beyond cost savings, including more regular and consistent coverage countywide; greater public access; the application of enhanced technology to the code enforcement operation; greater capacity for information management and data integration; and countywide records storage.

Short of a regional approach to delivering code enforcement services, shared services still offer the potential to enhance both the consistency and level of service across the County’s local governments. For example:

- The baseline data submitted by municipal code enforcement units suggests that those departments with the smallest full-time equivalent staff-load actually pay a proportionally higher rate for the service than do those with larger FTE staff-loads. This suggests there is some level of “critical mass” required in order to deliver code enforcement services, and that the smallest-staffed departments may have to pay a premium in order to provide even basic coverage. Larger operations are able to absorb this premium across more staff members in a way that pushes average compensation levels down, and also provides more regular and consistent coverage. This offers support for the concept of joint (*i.e.* inter-municipal) code enforcement through a consolidation of smaller municipal code offices.
- Similarly, limited staffing in the smallest operations impacts the ability to deliver code enforcement in a proactive way, impacting public accessibility and constraining the ability of code

enforcement officers to perform routine patrols and inspections. A shared arrangement may well reduce their unit costs *and* enhance the level of service.

- Another area where we find strong potential for better outcomes through greater inter-municipal cooperation is in information management. The diversity of data management approaches and computerization throughout the county's municipal code enforcement units presents a number of challenges, ranging from data retrieval/usability issues to staff burdens that get magnified in the smallest-staffed operations.
- Based on general agreement found among municipal code enforcement units throughout the county, we find potential for collaborative benefits in the areas of centralized data storage (possibly utilizing a county information management system modeled on a recent effort involving tax assessment); shared purchasing/licensing of software; and affording residents greater access to code-related information and services.
- Partly as a result of the lack of electronic records, several municipal code offices currently use (and pay for) offsite storage space. We find potential opportunities for municipalities to share existing storage space as a lower-cost alternative.

APPENDIX

Sample Agreement #1: County Consolidation of Code Duties

AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF THE UNIFORM CODE AND ENERGY CODE WITHIN CERTAIN LOCAL GOVERNMENTS BY THE COUNTY OF _____

Agreement made (date) by and among the (list all City(ies)/Town (s)/Village(s) of _____), municipal corporations all located in the County of _____, New York (said cities, towns and village being hereinafter referred to collectively as the “Local Governments” and individually as a “Local Government”), and the County of _____, New York (hereinafter referred to as the “County”).

WHEREAS, Article 18 of the Executive Law requires each Local Government to administer and enforce the State Uniform Fire Protection and Building Code (hereinafter referred to as the “Uniform Code”) within such Local Government; and

WHEREAS, Article 11 of the Energy Law requires each Local Government to administer and enforce the State Energy Conservation Construction Code (hereinafter referred to as the “Energy Code”) within such Local Government; and

WHEREAS, Section 381(2) of the Executive Law provides that any local government may enter into an agreement with the county within which it is situate providing for such county to administer and enforce the Uniform Code within such local government; and

WHEREAS, the Local Governments and the County have determined that the administration and enforcement of the Uniform Code and Energy Code (sometimes hereinafter referred to collectively as the “Codes”) within the Local Governments might be more efficiently provided by the County; and

WHEREAS, the Local Governments and the County have reached an agreement whereby the County will administer and enforce the Codes in each Local Government, subject to the terms and provisions contained in this agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND AMONG THE LOCAL GOVERNMENTS AND THE COUNTY AS FOLLOWS:

1. Administration and Enforcement of the Codes. During the term of this agreement, the County shall administer and enforce the Codes within each Local Government, in the place and stead of each Local Government. In addition, during the term of this agreement, the County shall administer and enforce the Codes with respect to:
 - a. buildings, premises and equipment in the custody of, or activities related thereto undertaken by, any Local Government, without regard to the location of such buildings, premises and equipment; and
 - b. buildings, premises and equipment in the custody of, or activities related thereto undertaken by, any special purpose unit of local government created by or for the benefit of any Local Government, without regard to the location of such buildings, premises and equipment.
2. Cooperation. Each Local Government shall fully cooperate with the County in providing for an orderly transfer of administration and enforcement responsibilities to the County. In particular, but not by way of limitation, each Local Government shall either transfer its existing records and files relating to its previous Code administration and enforcement activities to the County, or maintain such records and files and make such records and files available to the County upon request by the County.
3. Code Enforcement Program. The County shall administer and enforce the Codes in conformance with a program which shall have been established by the County by one or more local laws enacted by the County. Such program shall comply with all requirements set forth in 19 NYCRR Part 1203, as amended from time to time, and shall contain all features specified in said Part 1203, as amended from time to time.
4. Code Enforcement Personnel and Support Staff. The County shall hire code enforcement personnel and support staff sufficient to perform the code enforcement services contemplated by this agreement. The County shall see that all code enforcement personnel providing services under this Agreement to or in any Local Government have received all training required by 19 NYCRR Part 434, as amended from time to time, within the time prescribed in said Part 434, as amended from time to time.
5. Costs and Expenses. The County shall pay all costs and expenses related to the establishment and maintenance of the code enforcement program referred to in paragraph 2, and all costs and expenses related to the administration and enforcement of the

Codes in accordance with this agreement. All code enforcement personnel and any and all other employees required to operate the code enforcement program and to administer and enforce the Codes in accordance with this agreement shall be deemed to be employees of the County, and not of any or all of the Local Governments. The County shall be responsible for all salaries, fringe benefits, taxes, insurance premiums (including, but not limited to, workers' compensation insurance premiums), and other costs and expenses associated with such employees. The County shall consult with the Local Governments in hiring code enforcement personnel; provided, however, that the hiring decisions of the County shall be final.

6. Insurance. The County shall carry liability insurance relating to its administration and enforcement activities under this Agreement, the code enforcement personnel and other employees performing such activities, and the equipment used in performing such activities. Such insurance shall protect both the County and each Local Government. The insurance policy or policies shall be in such amounts as the County shall reasonably determine to be adequate, and shall contain such terms and provisions as the County shall reasonably determine to be appropriate. Without limiting the scope of paragraph 5 of this agreement, the County shall pay all premiums and any and all other costs and expenses associated with obtaining and maintaining such insurance.
7. Fees. The County shall be permitted charge fees for the services it renders under this agreement in accordance with the fee schedule annexed to this agreement as Schedule A. The County shall be permitted from time to time to adjust any or all of the fees set forth in the annexed Schedule A, or to add new fees for services not now listed in the annexed Schedule A, provided, however, that no such adjustment and no such new fee shall be effective until it shall have been approved by each Local Government, such approval not to be unreasonably withheld or delayed. Each Local Government acknowledges and agrees that it will be responsible for paying all fees applicable to administration and enforcement of the Codes with respect to buildings, premises and equipment referred to in subparagraphs (a) and (b) of paragraph 1 of this agreement. Fees collected by the County pursuant to this paragraph shall be the property of the County, and no part of such fees shall be paid to or otherwise distributed to the Local Governments.
8. Term / Termination by County. The term of this agreement shall initially be for ____ () years, beginning on January 1, 20__ and ending on December 31, 20__, provided, however, that the term of this agreement shall be deemed to be automatically extended for

additional terms of _____ (___) years each unless the County shall have given written notice to each Local Government not later than July 1 of the final year of the initial term or any renewal term that the County has elected to terminate this agreement. If the County gives such termination notice, the term of this agreement shall terminate at the end of the initial term or renewal term in which such termination notice shall have been given. In such event:

- a. each Local Government shall become responsible for administration and enforcement of the Codes within such Local Government (and with respect to the buildings, premises and equipment referred to in subparagraphs (a) and (b) of paragraph 1 of this agreement), on and after January 1 of the year following the year in which such termination notice shall have been given; and
 - b. the County and the each Local Government shall fully cooperate with each other in providing for an orderly transfer of such responsibilities.
9. Withdrawal by Local Government. Any Local Government may withdraw from this agreement by giving written notice of such withdrawal to the County and to each other Local Government not later than July 1 of the final year of the initial term or any renewal term. If any Local Government gives such notice:
- a. such Local Government shall cease to be a party to this agreement, and shall become responsible for administration and enforcement of the Codes within such Local Government (and with respect to the buildings, premises and equipment referred to in subparagraphs (a) and (b) of paragraph 1 of this agreement), on and after January 1 of the year following the year in which such notice shall have been given;
 - b. the County and such Local Government shall fully cooperate with each other in providing for an orderly transfer of such responsibilities; and
 - c. unless terminated by the County pursuant to paragraph 8, this agreement shall continue in full force and effect as an agreement by and among the remaining Local Governments.
10. Changes. No provision of this agreement may be changed except by written agreement duly authorized by the governing body of

each Local Government and the County, and duly executed by each Local Government and the County.

11. Interpretation / Partial Invalidity. This agreement shall be interpreted to be in compliance with the provisions of Section 381(2) of the Executive Law, Article 5-G of the General Municipal Law, and the Civil Service Law. If any portion of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of this agreement shall continue in full force and effect, subject, however, to such changes as may be necessary to address such partial invalidity.
12. Paragraph Captions. Paragraph captions in this agreement are for convenience only, and do not limit or expand the provisions contained in the captioned paragraphs.

IN WITNESS WHEREOF, each Local Government has caused this agreement to be executed on its behalf by its Supervisor or Mayor, and the County has cause this agreement to be executed on its behalf by its (County Executive), as of the date first written above.

Sample Agreement #2: Inter-Municipal Agreement (for Regional Hub or Shared Service Model)

THIS AGREEMENT, made by and between

The **TOWN OF** _____, a municipal corporation in the State of New York having offices at _____, hereinafter referred to as **TOWN**, and

The **VILLAGE OF** _____, a municipal corporation in the State of New York having offices at _____, hereinafter known as **VILLAGE**,

Sets forth the terms and conditions by and between the parties as they relate to the provision of **CODE ENFORCEMENT SERVICES** that will jointly serve each municipality.

WHEREAS, it is the intention of both parties that the Town assume responsibility for code enforcement for the Village, providing all building inspection services including those required by the New York State Uniform Fire Prevention and Building Code, as well as the Village's municipal code.

NOW, THEREFORE the parties hereby agree as follows:

1. That the Town, through its code enforcement office/building inspector shall undertake the following services, duties and responsibilities for the Village:
 - a. Perform all inspections in the Village as required by the laws of the State of New York and the codes of the Village of _____;
 - b. In addition to making all necessary and required inspections, be authorized to issue any orders regarding the enforcement of local laws, rules and regulations, including the New York State Uniform Fire Prevention and Building Code;
 - c. Attend Village board, planning board, zoning board and court meetings as necessary, and attend other such matters as reasonably requested by the Village board;
 - d. Process and inspect all building and related permit applications;

- e. Process and respond to code violations and complaints;
 - f. Perform fire inspections;
 - g. Maintain records of all inspections and applications pertaining to properties in the Village on file; and
 - h. Respond to inquiries from the Village board as to any of the above-stated matters.
2. In return for undertaking these responsibilities for the Village, the Town shall receive the following consideration from the Village:
 - a. The Village shall pay an annual fee to the Town in the amount of _____, in the form of ___ installments in the months of _____;
 - b. (Optional: The Town shall retain all permit and licensing fees collected on behalf of the Village).
 3. The Village board, Village planning board and Village zoning board shall continue to exercise all authority vested in their bodies by the laws of the State of New York and the Village code.
 4. The Village shall transfer to the Town code enforcement office/building inspector all files and records pertaining to code enforcement activities in the Village.
 5. Any liability resulting from the inspection of properties, or the issuance of orders regarding the enforcement of local laws, rules and regulations, including the New York State Uniform Fire Prevention and Building Code, shall be borne by the municipality where the property is located.
 6. This agreement shall remain in full force and effect until either of the parties notifies the other of termination of this agreement. Such notice must be made six months prior to any effective date of termination. In the event of such termination, the Town shall transfer to the Village all files and records pertaining to code enforcement activities in the Village.
 7. This agreement represents the entire agreement of the parties and may not be modified or amended except by a written instrument duly approved by each of the respective parties.

IN WITNESS WHEREOF, the parties hereto hereby affix their hands and seals on this date _____.