



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Sophia Resciniti, City Council President

Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA

City Hall, 38 Hawley St, Binghamton

6pm Monday, June 7, 2021

The Work Session begins at 6pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL/Topic	Pages	Presenter
6:00pm	-----	-----	Discussion: Zoning Request	---	Sarah Campbell
6:10pm	Finance	Strawn	RL21-106: Accept \$74,902 from the Homeland Security (SUASP) Federal Tactical Team Targeted Project RL21-107: Accept \$50,000 from the Homeland Security (SUASP) Federal Explosive Detection Canine Grant Program	1-4	John Hlavacek
6:20pm	PW/Parks	Scanlon	RL21-109: Supplemental agreement No. 2 with CPL for the 7 Hawley Street Parking Garage Project	5-10	Ron Lake
6:25pm	Finance	Strawn	RL21-108: Amend the 2021 budget to fund demolition of blighted properties	11-12	Jared Kraham
6:30pm	Planning	Strawn	RL21-105: Agreement with various businesses for COVID-19 Assistance	13-14	Steve Carson
6:35pm	PW/Parks	Scanlon	RL21-102: Equipment rental lease agreement with VGM Financial Services for golf carts and a club car carryall vehicle	15-29	Chuck Shager / Pat McGinnis
6:40pm	Finance	Strawn	RL21-110: Amend the 2021 Senior Center budget to remove one "Rec Attendant" and add one "Senior Citizens Center Custodian"	29a-c	Pat McGinnis
6:45pm	Employees	Scaringi	RL21-97: Amend the 2021 Parks And Rec Admin budget for Personal Services RL21-103: Agreement with Comp Alliance for Workers' Compensation funding contribution for 7/1/21 – 6/30/23	30-31	Chuck Shager
6:55pm	Finance	Strawn	*RL21-111: Amend the 2021 Finance budget for personal services/temporary services. *RL21-100: Amend the 2021 budget for the Chenango River Trail Levee Project RL21-101: Amend the 2021 Capital fund budget to close various Bond lines that are no longer active RL21-104: Accept funds from the American Rescue Plan Act (ARPA)	31a- 35	Chuck Shager
7:00pm	-----	-----	Pending Legislation:	---	Leighton Rogers



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		<p><i>*Found on the website calendar with the prior Work Session documents.</i></p> <p>RL21-89: Amending existing contracts with Family Enrichment Network and YWCA</p> <p>RL21-92: Authorizing the Mayor to enter into agreements with various non-profit agencies for CDBG capital projects</p> <p>RL21-94: Transfer from the Flood Mitigation Reserve to restoration of the Chenango River Trail Levee Project</p> <p>RL21-95: Supplemental Agreement No. 1 with Tetra Tech for the Binghamton Levee Study & Improvements Project Scope</p>		
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COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:
21-106
Date Submitted:
6/3/2021

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chief Joseph T. Zikuski
Title/Department: Police Department
Contact Information: (607) 772-7091

RL Information

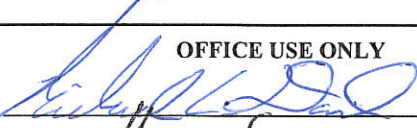


Proposed Title: HOMELAND SECURITY (SUASP) FEDERAL TACTICAL TEAM TARGETED
Project #: TT19-1004-E00. A Resolution to Approve \$74,902 from the
Award Amount: \$74,902.00

Suggested Content: Project TT19-1004-E00 is a resolution to fund the purchase of BPD SWAT equipment & cover training costs for BPD SWAT members. Funds will be used to purchase ballistic vests for members of the team, specialized training costs for drone, armored vehicle, a SWAT paramedic course and cover costs to attend an explosives symposium.

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

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

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Binghamton Police Department

Total project cost: \$74,902.00

Total amount of grant: \$74,902.00

Local match (if any): none

If local match is monetary, provide the budget line and title: N/A

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

N/A

Disbursement of grant (upfront, reimbursable?): Reimbursable

If reimbursable, source of funds pending reimbursement: NYS Homeland Security

Grant project manager: Lt. David R Bidwell

Anticipated date of project completion: August 31, 2022

Special project completion requirements (if any): _____

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

The Tactical Team Targeted Grant is a federal Dept of Homeland Security grant which provides

funding for the Binghamton Police Department to purchase SWAT gear & training, including:

Ballistic vests for members of the team, specialized training costs for drone, armored vehicle, a SWAT

paramedic course & costs to attend an explosives symposium.

Project #: TT19-1004-E00

Project Title: Homeland Security (SUASP) Federal Tactical Team Targeted



Legislative Branch

RL Number:
21-107
Date Submitted:
6/3/2021

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Chief Joseph T. Zikuski

Title/Department: Police Department

Contact Information: (607) 772-7091

RL Information

Proposed Title: → HOMELAND SECURITY (SUASP) FEDERAL EXPLOSIVE DETECTION

CANINE GRANT PROGRAM

A Resolution to Accept \$50,000 from the

Suggested Content: A resolution to accept funds (\$50,000.00) to purchase Police K-9 training aids including : an Explosive Training Aid Kit, Detection Boxes, Agility Apparatuses, Scent Detection

Wall accessories, Stash Boxes, Behavior Shaping Device, Explosive Scent Case, Remote Launch

Devices.

Additional Information

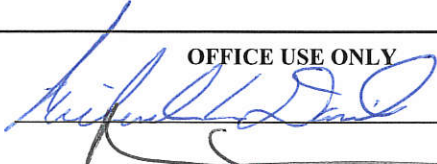

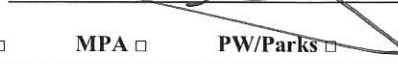
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

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

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Binghamton Police Department

Total project cost: \$50,000.00

Total amount of grant: \$50,000.00

Local match (if any): none

If local match is monetary, provide the budget line and title: n/a

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

n/a

Disbursement of grant (upfront, reimbursable?): Reimbursable

If reimbursable, source of funds pending reimbursement: NYS Homeland Security

Grant project manager: Lt. David Bidwell

Anticipated date of project completion: August 31, 2022

Special project completion requirements (if any): _____

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

The Explosive Detective Canine Grant is a federal Dept of Homeland Security grant which provides funding for the Binghamton Police Department to purchase canine explosive detection training aids.

Those aids will be used by the Regional Canine Team. The purchases will include: an explosive

Training Aid Kit, Detection Boxes, Agility Apparatuses, Scent Detection, Wall accessories, Stash Boxes,

Behavior Shaping Device, Explosive Scent Case, Remote Launch devices.

Project #: CP19-1024-E00

Project Title: Homeland Security (SUASP) Federal Explosive Detective Canine Grant Program.



Legislative Branch

RL Number:
21-109
Date Submitted:
6/3/2021

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ron B Lake, P.E.

Title/Department: City Engineer, Engineering Department

Contact Information: rblake@cityofbinghamton.com/607-772-7007

RL Information

Proposed Title: A resolution authorizing the Mayor to enter into Supplemental Agreement No 2. with Clark Patterson Lee for the 7 Hawley Street Parking Garage Project ~~Scope and Fee in an amount not to exceed \$10,000.00.~~

Suggested Content: A resolution authorizing the Mayor to enter into a Supplemental Agreement with Clark Patterson Lee for additional bid documents and bid assistance along with coordinating the Precast Concrete contract and the General Contractor construction administration review.

The Supplemental Agreement amount is \$10,000.00 and is available in budget line -

Additional Information 45650, 525 271, 32118 (7 Hawley Parking garage)

- Does this RL concern grant funding? Yes No
 - If 'Yes', is the required RL Grant Worksheet attached? Yes No
 - Is additional information related to the RL attached? Yes No
 - Is RL related to previously adopted legislation? Yes No
- If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



May 26, 2021

Mr. Chuck Shager, Comptroller
The City of Binghamton
38 Hawley Street
Binghamton, NY 13901

**Re: Architectural/Engineering Additional Services Proposal #3
7 Hawley Street Parking Garage
Binghamton, NY**

Dear Mr. Shager:

CPL is pleased to submit this proposal for compensation for additional services performed for the 7 Hawley Street Parking Garage project, as a follow-up to our recent conversations.

Under our contract with the City, the precast concrete scope was to be included as part of the General Construction contract, which is typical in parking garage construction and is how CPL has always structured our parking garage projects. Under this arrangement, the General Contractor is responsible for the coordination of the precaster's scope and project execution with that of his own forces and his other subcontractors.

During the design process, at the City's request we broke out the precast concrete scope at the Design Development phase as a separate Precast Concrete construction contract to bid it earlier than the remainder of the project, with the intention of expediting the precast concrete production and thereby the project schedule. This was based on a schedule that Unistress Corp., the precaster involved in initial project development when the project was being procured under a Design-Build arrangement, had communicated to the City was necessary for them to be able to meet the City's overall project timeframe if they were awarded the contract.

In breaking the precast scope out as a separate contract, we were initially hopeful that the impact on CPL's efforts would be minimal and could be absorbed within our project fees. However, we found that this was not the case, not only due to the effort associated with the bidding and administration of an additional contract, but also due to the extensive post-bid negotiation and changes of contract terms and scope from the bid documents in which Unistress (the successful and only bidder on the Precast Construction contract) engaged the City. CPL provided considerable assistance in helping the City navigate these negotiations and changes, as well as coordinating these scope changes with the General Contractor's work scope.

CPL also provided several times the number of site visits included in our contracted Construction Administration services (13 per contract) to meet with contractors and Shumaker's inspector to facilitate construction progress, answer questions, and address construction issues, often visiting the site multiple times per week. We also assisted the City by coordinating the MWBE reporting documentation from all contractors and the City's other consultant (THA), which took a fair amount of effort due to the number of contractors, subcontractors, and forms required to ensure that the reporting requirements of the ESD grant were met. These services were not anticipated or included by CPL in our contract with the City.



In summary, the following is an overall list of the additional services performed by CPL:

1. Prepared separate bid document package for separate Precast Concrete contract.
2. Provided separate Bid Assistance phase services for Precast Concrete contract.
3. Assisted City with review of Unistress revisions to City contract terms.
4. Provided coordination and reconciliation of Unistress scope modifications with General Contractor's work scope. This was an extensive effort to ensure that all items were accounted for, as Unistress had included additional items in their scope which were not specified in the bid documents, while excluding other items which were specified in the bid documents.
5. Provided coordination and attended multiple meetings with Unistress and the General Contractor regarding construction sequencing, crane pad requirements, traffic control, etc.
6. Reviewed scope modification change orders for both Unistress and the General Contractor.
7. Coordinated design revisions with Unistress required by finalization of the overall project design during the Construction Documents phase (after the Precast Contract had been bid at the end of Design Development phase).
8. Provided additional Construction Administration services related to separate Precast Concrete contract (coordination with Unistress and between Unistress and other contractors, pay application review, etc.)
9. Provided several times the thirteen (13) site visits included in our contracted Construction Administration services.
10. Provided ESD Grant/Contractor MWBE documentation assistance for five contractors, their subcontractors, and THA.

The combined budgetary impact to CPL of these additional services was on the order of \$50,000-\$60,000. However, we are willing to absorb much of that amount. We therefore propose a lump sum fee of **\$10,000.00** to compensate us for these additional services.

If this proposal is acceptable, please provide an authorized signature in the designated space below and return one copy.

Thank you greatly for your consideration, and please contact me if you have any questions or need additional information.

Very truly yours,

CPL

David A. Chase, PE, LEED AP
Principal Associate

Proposal Accepted By:

Signature: _____

Date: _____



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: September 18, 2019

Sponsored by Council Members: Matzo, Papastrat, Scaringi, Cronicc, Scanlon

Introduced by Committee: Finance

RESOLUTION
entitled

A RESOLUTION TERMINATING PRIOR RESOLUTIONS AND AUTHORIZING THE MAYOR TO ENTER INTO NEW AGREEMENTS WITH THE PIKE DEVELOPMENT COMPANY LLC AND CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR, D.P.C. FOR A PARKING GARAGE AT 7 HAWLEY STREET

WHEREAS, the Binghamton Urban Renewal Agency ("BURA") is the owner of certain real property known and designated as 7 Hawley St., Binghamton, New York, Parcel ID # 160.48-2-19, consisting of approximately .74 acres; and

WHEREAS, BURA, in conjunction with the City and pursuant to a proposed grant from New York Empire State Development ("ESD"), issued an invitation to bid for development of 7 Hawley Street, including a parking garage and a mixed use project; and

WHEREAS, the parking garage is to be constructed, owned, and operated by the City; and

WHEREAS, The Pike Development Company LLC ("Pike") submitted a bid proposal dated July 12, 2017, for development of the parking garage and a mixed use project; and

WHEREAS, BURA and the City selected Pike as the designated developer, together with CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. ("CPL") for design and engineering services for the parking garage and mixed use project; and

WHEREAS, pursuant to Permanent Ordinance O18-034, dated March 21, 2018, the City bonded for construction of the parking garage at 7 Hawley Street; and

WHEREAS, Pike obtained site plan and CAUD approval for the parking garage and performed other tests and studies for construction of the parking garage and mixed use project; and

WHEREAS, pursuant to Permanent Resolution R18-094, dated August 22, 2018, the City approved a Payment in Lieu of Taxes ("PILOT") Agreement for the proposed mixed use project; and

WHEREAS, pursuant to Permanent Resolution R18-138, dated December 18, 2018, the City authorized BURA to accept a grant from ESD for \$3,000,000 to be applied to the parking garage and mixed use project; and

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: September 18, 2019

WHEREAS, pursuant to Permanent Resolutions R18-139 and R18-140, both dated December 19, 2018, the City amended the PILOT Agreement and authorized BURA to execute a Development Agreement with Pike for the parking garage to be funded by the City, respectively; and

WHEREAS, pursuant to Permanent Resolutions R18-141 and R18-142, both dated December 19, 2018, the City also authorized the Mayor to enter into a construction and lease agreement with BURA and a professional services agreement with the TIMHAAS TEAM for design, review and inspection services for the proposed parking garage at 7 Hawley, respectively; and

WHEREAS, pursuant to Permanent Resolution R19-038, dated May 8, 2019, the City approved further amendment to the PILOT Agreement; and

WHEREAS, the city was able to secure a \$2,152,300 grant from ESD for the parking garage, an amount greater than anticipated for the parking garage; and

WHEREAS, based on the increased funding for the parking garage, the City no longer intends to include the mixed use project in development of 7 Hawley Street, the parties must resolve any outstanding costs and expenses, and provide for design and engineering services necessary to complete bid documents for construction of the parking garage.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE, that Permanent Resolution R18, 094, dated August 22, 2018, as amended by Permanent Resolutions R18-139 and R19-038, approving a PILOT Agreement with Pike for a mixed use project at 7 Hawley Street are hereby vacated and of no further force and effect; and be it further

RESOLVED the Permanent Resolution R18-140, authorizing BURA to execute a Development Agreement with Pike for the parking garage to be funded by the City, is hereby vacated and of no further force and effect; and be it further

RESOLVED that Permanent Resolution R18-138 is re-affirmed to accept the grant from ESD in the amount of \$2,152,300 for the parking garage, a surface parking area, and relates street improvements; and be it further

RESOLVED that Permanent Resolutions R18-141 and R18-142, both dated December 18, 2018, are re-affirmed; and be it further

RESOLVED that the Mayor, or his designee, is hereby authorized to enter into agreements, approved as to form and content by the Office of Corporation Counsel, with BURA, Pike, and CPL, to resolve the bid proposal for development of 7 Hawley Street and to pay for completed work; and be it further

RESOLVED that the Mayor, or his designee, is hereby authorized to enter into agreements, approved as to form and content by the Office of Corporation Counsel, with CPL for completion

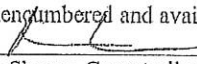
THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: September 18, 2019

of all design and engineering documents necessary for BURA and the City to prepare a bid for construction of the parking garage; and be further

RESOLVED that funds are available from budget lines M601 (Accrued Liabilities) \$150,000; M1910.54900 (Prov. For Incurred Loss) \$50,000; and H5650.525271.32118 (7 Hawley St. Garage) \$450,000 for the purposes herein.

I HEREBY CERTIFY that the above described funds
are unencumbered and available



Chuck Shager, Comptroller



Legislative Branch

RL Number: 21-108
Date Submitted: 6/7/21

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Jared M. Kraham

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: An Ordinance to amend the 2021 Budget to fund demolition of blighted properties. 12 Broad Ave, 4 Sturges St.

Suggested Content: See attachment.

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

Decrease

<u>Budget Line</u>	<u>Amount</u>
A49999 General Fund – Fund Balance	\$ 100,000.00

Increase

<u>Budget Line</u>	<u>Amount</u>
A9950.59000 Transfer To Capital	\$ 100,000.00
H45031 Interfund Transfer	\$ 100,000.00
H1364.54470 Demolition	\$ 100,000.00



Legislative Branch

RL Number:
21-105
Date Submitted:
6/2/21

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Stephen Carson
Title/Department: HUD Manager
Contact Information: stcarson@cityofbinghamton.com

RL Information

Proposed Title: COVID Business Assistance
A Resolution Authorizing the Mayor to enter into
Agreement of various Businesses for Covid-19 Assistance

Suggested Content: Authorize the Mayor to provide COVID assistance to local businesses.
See attached sheet for specific businesses. Total assistance will be \$9,500 and be funded by
CD8760.535005.CVY45 (EDW-Program-Business Assistance)

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	

13

Business COVID Assistance

Applications Received by May 19, 2021

<u>Business</u>	<u>Funding</u>
Tri-County Communications	\$2,000
Whole in the Wall Restaurant	\$3,500
Sycotiore Haitian Restaurant	\$2,000
Direct Details	\$2,000
<hr/>	
Total	\$9,500



Exp.

Legislative Branch

RL Number: 21-102
Date Submitted: 5/26/21

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Jared/Kraham / Patrick McGinnis / Chuck Shager

Title/Department: Mayor / Parks / Comptroller

Contact Information: (607) 772-7011

RL Information

Proposed Title: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EQUIPMENT RENTAL LEASE AGREEMENT WITH VGM FINANCIL SERVICES FOR GOLF CARTS AND A CLUB CAR CARRYALL VEHICLE

Suggested Content: To be drafted by counsel.
The lease is for 5 years for \$368,814 budget line

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY					
Mayor:	_____				
Comptroller:	_____				
Corporation Counsel:	_____				
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input checked="" type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

15



LEASE AGREEMENT (EQUIPMENT RENTAL)

This "Lease": Lease Agreement Number 004-0841088-100 Dated May 10, 2021	
"Lessee"	
City of Binghamton, New York, 67 Ridge Street, Binghamton, NY 13905	
Fax:	E-mail:
"Lessor"	
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:319-833-4577	E-mail:customerservice@financediv.com

Number of Rental Payments	Rental Payments	Advances
61	<p>A monthly payment of \$6,037.94 (the "Standard Payment") is due each May, June, July, August, September and October until a total of 31 Standard Payments have been made. A payment of \$0.00 is due each November, December, January, February, March and April. The Total Number of Payments includes both the Standard Payment Months and the \$0 Payment Months. The first due date for a "Standard Payment" will be determined by Lessor based on the date it pays the Equipment supplier.</p> <p>(Plus any applicable taxes)</p>	<p>First:\$0.00 Last:\$0.00 Total:\$0.00</p>
EQUIPMENT LOCATION & DESCRIPTION:		MAXIMUM HOURS:
67 Ridge Street, Binghamton, NY 13905: (60) 2021 Club Car Tempo Gas Golf Cars & (1) 2021 Club Car Carryall 300 Gas Utility Vehicle together with any and all attachments and accessories included thereto		N/A

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

1. **RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
2. **PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
3. **EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
4. **DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
5. **GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee.

7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under applicable law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings;

All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.
20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity

and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY)**: At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
22. **LESSEE WAIVERS**: To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL**: This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease. Wherever the name VGM Financial Services is used in the Agreement or any document relating to this Agreement, said name refers to VGM Financial Services, a division of TCF National Bank.

ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor: VGM Financial Services, a division of TCF
National Bank

By: _____

Title: _____

Lessee: City of Binghamton, New York

By: _____

Richard C. David, Mayor

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR

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NEW YORK ADDENDUM
004-0841088-100 DATED AS OF May 10, 2021

LESSOR: VGM Financial Services, a division of TCF National Bank
LESSEE: City of Binghamton, New York

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Lease Agreement (Equipment Rental) No. 004-0841088-100 (together with all Exhibits and Attachments and this Addendum, the "Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence:

"The total of all periodic Rental Payments that include both principal and interest components made by Lessee during each year throughout the term of the Lease shall be substantially level or falling."

2. **Section 16** of the Lease is hereby deleted and the following **Section 16** is hereby inserted in lieu thereof:

"16. **ASSIGNMENT.** LESSEE AGREES NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. Lessor, with Lessee's prior written consent, which will not be unreasonably withheld, may sell, assign or transfer this Lease and, if Lessor does, the new owner will have the same rights and benefits, but not the obligations, that Lessor will now have. The rights of the new owner will not be subjected to any claims, counterclaims, defenses or set-offs that Lessee may have against Lessor. No assignment will be effective until Lessee has received written notice from the assignor of the name and address of the assignee. Lessee or Lessee's agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended."

3. **Section 18** of the Lease is hereby deleted and the following **Section 18** is hereby inserted in lieu thereof:

"18. **REPRESENTATIONS AND WARRANTIES.** Lessee warrants and represents as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of Lessee's State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of Lessee's obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action by Lessee's governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) Lessee has complied with such public bidding requirements as are applicable to this Lease and the acquisition by Lessee of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out of Lessee's obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year and to meet Lessee's other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or Lessor's interest in the Equipment; (h) the Equipment is new and is essential to Lessee's functions or to the services Lessee provides to Lessee's citizens, Lessee has an immediate need for the Equipment and expect to make immediate use of the Equipment, Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish in the foreseeable future, and the Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (i) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (j) the execution and delivery of this Lease by Lessee will not cause Lessee to exceed the indebtedness limitations set forth in N.Y. Gen. Mun. Law § 109-b.6(c); and (k) *If Lessee is a City, County or School District*, the authorization for this Lease to finance the Equipment to be leased, acquired and financed under this Lease is not required by law to be subject to (1) a permissive or mandatory referendum, (2) a supermajority vote of Lessee's governing body or (3) if this Lease has a maturity not less than a specified minimum period, a referendum. *If Lessee is a Fire District*, the authorization for this Lease to finance the Equipment to be leased, acquired and financed under this Lease is required by law to be subject to a mandatory referendum. The necessary referendum has been approved by the voters of City of Binghamton, New York in accordance with New York law.



NEW YORK ADDENDUM
004-0841088-100 DATED AS OF May 10, 2021

4. Section 19 of the Lease is hereby deleted and the following Section 19 is hereby inserted in lieu thereof:

“19. **NONAPPROPRIATION.** This Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Lease is not Lessee’s general obligation. Neither Lessee’s full faith and credit nor Lessee’s taxing power are pledged to the payment of any amount due or to become due under this Lease. It is understood that neither this Lease nor any representation of any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose this Lease.

Should Lessee fail to appropriate monies to pay Rental Payments under this Lease following the then current initial term or any renewal term, this Lease will be deemed terminated at the end of the then current initial term or renewal term, as applicable. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current term, but failure to give such notice will not extend the term beyond such term. If this Lease is terminated in accordance with this Section, Lessee agrees, at Lessee’s cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations to be specified by Lessor.”

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: VGM Financial Services, a division of TCF
National Bank

By: _____

Title: _____

Lessee: City of Binghamton, New York

By: _____

Richard C. David, Mayor

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Binghamton, New York
67 Ridge Street,
Binghamton, NY 13905

Lessor: VGM Financial Services, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 004-0841088-100, dated as of May 10, 2021, by and between City of Binghamton, New York and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of New York (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

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This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 004-0841088-100
DATED AS OF MAY 10, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. 004-0841088-100 dated May 10, 2021 (the "Lease"), between City of Binghamton, New York, 67 Ridge Street, Binghamton, NY 13905 and VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926; and prescribing other details in connection therewith.

WHEREAS, City of Binghamton, New York, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of New York; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, VGM Financial Services, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Binghamton, New York:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of New York.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary

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CERTIFICATE OF INCUMBENCY
LEASE NO. 004-0841088-100
DATED AS OF May 10, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Binghamton, New York (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of New York, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

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Insurance Certificate Request

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

To	To Whom It May Concern	From	Marisa Meyers
Company		Fax	(866) 465-3149
Fax		Phone	(800) 215-4738 x
Phone		Email	mmeyers@financediv.com
Subject	INSURANCE CERTIFICATE REQUEST	Date	May 10, 2021

Message:

Our mutual customer, City of Binghamton, New York, is leasing equipment through VGM Financial Services, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

- | |
|--|
| 1. INSURED: City of Binghamton, New York, 67 Ridge Street, Binghamton, NY 13905 |
| 2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$289,460.00 or ACV <ul style="list-style-type: none"> ➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date |
| 3. DESCRIPTION OF EQUIPMENT:
(60) 2021 Club Car Tempo Gas Golf Cars & (1) 2021 Club Car Carryall 300 Gas Utility Vehicle together with any and all attachments and accessories included thereto
Or reference: "Leased Equipment on TCF Contract Number 004-0841088-100", if the description is too long |
| 4. TCF National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate. |

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers

Lead Sales Support Specialist

VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

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Invoice

Date of Invoice: 05/10/2021
Application Number: 446596
Contract Number: 004-0841088-100

To: City of Binghamton, New York
67 Ridge Street
Binghamton, NY 13905

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$0.00

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$250.00
Other Fees/Charges Sub Total	
	\$250.00

Invoice Total Due

Invoice Total Due	\$250.00
--------------------------	-----------------

Remit Payment with 866-465-3149
Completed Documents to: OR
VGM Financial Services, a division of TCF
National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

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TO BE RETAINED BY VENDOR AS
EVIDENCE OF EXEMPT SALE

TAX EXEMPTION CERTIFICATE

STATE OF NEW YORK
For use only by Employees of the State of New York
or its political subdivisions.

..... Date

Name of Person or Firm Furnishing Services and/or Materials

.....

Address

This is to certify that I am an employee of the State of New York or one of its political subdivisions; that the services or materials purchased on the date set forth below will be paid for by the State or a political subdivision; and that such charges are incurred in the performance of my official duties.

Nature of Transactions _____

Dates of Transactions _____

State Dept., Agency or
Political Subdivision _____

.....
Signature of Employee

.....
Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

TO BE RETAINED BY VENDOR AS
EVIDENCE OF EXEMPT SALE

TAX EXEMPTION CERTIFICATE

STATE OF NEW YORK
For use only by Employees of the State of New York
or its political subdivisions.

..... Date

Name of Person or Firm Furnishing Services and/or Materials

.....

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Nature of Transactions _____

Dates of Transactions _____

State Dept., Agency or
Political Subdivision _____

.....
Signature of Employee

.....
Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

TO BE RETAINED BY VENDOR AS
EVIDENCE OF EXEMPT SALE

TAX EXEMPTION CERTIFICATE

STATE OF NEW YORK
For use only by Employees of the State of New York
or its political subdivisions.

..... Date

Name of Person or Firm Furnishing Services and/or Materials

.....

Address

This is to certify that I am an employee of the State of New York or one of its political subdivisions; that the services or materials purchased on the date set forth below will be paid for by the State or a political subdivision; and that such charges are incurred in the performance of my official duties.

Nature of Transactions _____

Dates of Transactions _____

State Dept., Agency or
Political Subdivision _____

.....
Signature of Employee

.....
Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

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Delivery and Acceptance

"Lessee"
City of Binghamton, New York, 67 Ridge Street, Binghamton, NY 13905
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 004-0841088-100 dated May 10, 2021 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of Binghamton, New York By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



Legislative Branch

RL Number:
21-110

Date Submitted:
6/7/21

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Patrick McGinnis

Title/Department: Parks & Rec

Contact Information: x7017

RL Information

Proposed Title: _____

Am Ord. to amend the 2021 Senior Center budget and ^{remove} ~~change~~ one "Rec Attendant" ~~title to~~ ^{and add one} "Senior Citizens Center Custodian"

Suggested Content: Title adopted by Civil Service Commission on 4/21/2021; Budget line

A7620.51800 "Rec. Attendant @ 12.50/hr x 4hrs/day x 5days/wk = 1.00 @ 13,000.00";

Change in title only: "Rec. Attendant" to "Senior Citizens Center Custodian"; job description attached;

need for recruitment purposes and more accurately describes the duties of employee

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	_____
Corporation Counsel:	<u>BAJ</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

2021 Adopted Budget

DESCRIPTION	Expended in 2019	2020 Adopted Budget	2020 Adjusted Budget	Encumbered or Expended Thru 11/05/2020	2021 Proposed Budget	2021 Adopted Budget
SENIOR CENTER						
A7620.51000.	39,815.53	40,376.00	40,376.00	33,939.33	40,478.00	40,478.00
PERSONAL SERVICES						
Recreation Supervisor / Senior Center - 1.00 @ 40,478.00						
Longevity - 0.00 @ 0.00						
A7620.51800.	22,912.02	29,147.00	29,147.00	11,839.53	29,900.00	29,900.00
TEMPORARY SERVICES						
Rec. Attendant @ 12.50/hr x 4hrs/day x 5days/wk = - 1.00 @ 13,000.00						
Rec. Attendant @ 12.50/hr x 5hrs/day x 2days/wk - 1.00 @ 6,760.00						
Rec. Attendant @ 12.50/hr x 5hrs/day x 3days/wk - 1.00 @ 10,140.00						
A7620.51900.	0.00	0.00	0.00	0.00	0.00	0.00
OVERTIME						
A7620.52200.	0.00	0.00	0.00	0.00	0.00	0.00
FURNITURE						
Office/Bldg. Furniture (tables & chairs) - 0.00 @ 0.00						
A7620.52600.	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00
EQUIPMENT						
Sr. Center Exercise Equip. - 1.00 @ 1,000.00						
A7620.54101.	1,149.80	800.00	800.00	39.56	800.00	800.00
OFFICE SUPPLIES						
Office Supplies - 1.00 @ 800.00						
A7620.54102.	8,119.82	8,800.00	8,800.00	3,768.23	7,850.00	7,850.00
GENERAL OPERATING SUPPLIES						
Cleaning Supplies - 1.00 @ 3,800.00						
Hardware - 1.00 @ 1,700.00						
Kitchen Equipment/Supplies - 1.00 @ 1,200.00						
Art Supplies - 1.00 @ 500.00						
Paint/Stain - 1.00 @ 650.00						
A7620.54161.	0.00	0.00	0.00	0.00	0.00	0.00
ATHLETIC SUPPLIES						
A7620.54201.	6,134.24	6,500.00	6,500.00	3,800.76	6,500.00	6,500.00
GAS - HEAT						
Gas Heat - 1.00 @ 6,500.00						
A7620.54202.	10,341.07	12,000.00	12,000.00	5,510.96	12,000.00	12,000.00
ELECTRICITY						
Electricity - 1.00 @ 12,000.00						
A7620.54410.	728.84	2,700.00	2,700.00	1,175.40	2,000.00	2,000.00
PROFESSIONAL SERVICES						
Monthly Entertainment - 1.00 @ 1,300.00						
Fire Alarm Inspection/Testing - 1.00 @ 700.00						

CHANGE TIME TO 11 SENIOR CITIZEN CENTER CUSTODIAN

SENIOR CITIZENS CENTER CUSTODIAN (Part-Time)

DISTINGUISHING FEATURES OF THE CLASS: This position performs a wide variety of custodial and maintenance duties in order to provide a clean and safe environment in and around the First Ward Senior Citizens Recreation Center.

TYPICAL WORK ACTIVITIES:

- Vacuum carpets, sweep, mop, clean, dust, and strip and wax floors as needed.
- Clean, sanitize, and maintain restrooms using established procedures; check and replenish paper and supplies.
- Clean and polish water fountains, fixtures, interior windows, mirrors, interior/exterior glass doors, and entryways.
- Collect and remove trash and recyclables from assigned areas.
- Clean and dust baseboards, windowsills, white boards, computers, desks and dining tables.
- Clean, sanitize, and maintain kitchen equipment.
- Provide assistance with set up and take down of furniture and equipment for daily programs and center events.
- Operate manual and power equipment. This includes lawn mower, string trimmer, and snow blower.
- Maintain Senior Center sidewalks to keep them clear of snow and ice.
- Maintain Senior Center lawn areas and fence lines to keep clear of over growth.
- Respond to emergency calls for custodial assistance as needed, which may require additional protocols for safe handling and disposal of blood borne pathogens, hazardous materials, and other non-standard waste.
- Read and comprehend basic instructions, safety data sheets, and product labels.
- Maintain and keep a detailed inventory of janitorial supplies. This includes ordering new supplies in a timely manner.
- Promote and adhere to all recognized safety practices and standards
- May train new team members in custodial job duties.
- Unlock and provide access to secured areas at Rec Supervisors discretion.
- Assist other trades as needed.
- Provide service excellence through courteous, informed, accessible, and professional engagement.
- Perform other duties as assigned by the Recreation Supervisor, Recreation Leaders, and OFA Kitchen Manager.

FULL PERFORMANCE KNOWLEDGE, SKILLS AND ABILITIES:

Able to effectively communicate in a professional, diplomatic, empathetic, and tactful manner using preferred method and level as applicable to the job; highly motivated team player with ability to develop and maintain collaborative relationships with all levels within and external to the organization; ability to work in a multi-cultural environment; able to plan, schedule, and organize tasks related to the job to achieve goals within or ahead of established time frames; able to be flexible and supportive, react swiftly to and able to positively and proactively assimilate change in rapid growth environment.

MINIMUM QUALIFICATION:

- a. Graduation from high school or possession of a high school equivalency diploma; and
- b. One year of experience in building cleaning and maintenance activities; and
- c. Possession of license to operate a motor vehicle in the State of New York at the time of appointment and maintain the license during the entire length of appointment.

Adopted: 4/21/2021



Legislative Branch

RL Number:
21-97
Date Submitted:
5/20/21

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: 772-7011

RL Information

Proposed Title: An Ordinance to Amend the 2021 Parks and Rec Admin Budget
for Personal Services

Suggested Content: Transfer the remaining 2021 budget for the Asst Director of Parks and Recreation of \$32,419-Personal Services to Director of Parks and Recreation Personal Services.

retro to 5/17/21

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input checked="" type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

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Legislative Branch

RL Number:
21-103
Date Submitted:
5/28/21

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager
Title/Department: Comptroller
Contact Information: 772-7011

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with
Comp Alliance for Workers' Compensation Funding Contribution for the period of 7/1/21-6/30/23
with potential for a 2 year extension. For 2 years
Suggested Content: Contract goes into effect 7/1/21 to 6/30/23 with the potential of 2 - 1 year
extensions. The fix contract for the next 2 years is \$ 2,466,198.50
M9040.54904 (Workers' Comp. Ins.)

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input checked="" type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Please Expedite

Legislative Branch

RL Number:
21-111
Date Submitted:
6/7/21

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager
Title/Department: Comptroller
Contact Information: 772-7011

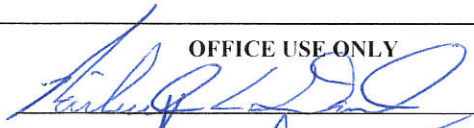


RL Information

Proposed Title: An Ordinance to Amend the 2021 Finance Budget for Personal Services
/Temporary Services.

Suggested Content: See Attached

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Transfer From:

A1310.52220 Finance-Furniture
A1310.54425 Finance- Audit/Financial Services

6,000.00
3,064.00
9,064.00

Transfer To:

A1310.51800 Finance- Temporary Services (Clerk)
A1310.51000 Finance-Personal Services (Payroll Assistant)

7,000.00
2,064.00
9,064.00



Legislative Branch

RL Number:
21-100
Date Submitted:
5/26/21

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager

Title/Department: Finance

Contact Information: x7011

RL Information

Proposed Title: Amend Ordinance to approve a transfer from the Flood Mitigation Reserve to restoration of the Chenango River Trail Levee Project.

Amend the 2021 Budget for the

Suggested Content: Transfer 106,893 from A.878A (Flood Mitigation Reserve) to newly created H7110.xxxxxx (Restore Chenango River Trail Project) . Decrease A.878A increase A9950.59000 (transfer to capital), Increase H.45031 (Interfund Transfer) and increase H7110.xxxxxx (restore Chenango River Trail project) all by \$106,893.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: BAS

Finance Planning MPA PW/Parks Employees Rules/Special Studies

32



Legislative Branch

RL Number: <u>21-101</u>
Date Submitted: <u>5/26/21</u>

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: CHUCK SHAGER

Title/Department: COMPTROLLER/FINANCE

Contact Information: 607-772-7011

RL Information

Proposed Title: An Ordinance to amend the 2021 Capital fund budget to close various BOND lines that are no longer active.

Suggested Content: Ordinance to amend the 2021 Capital fund budget to close BOND lines that are no longer active, See Attached

Additional Information

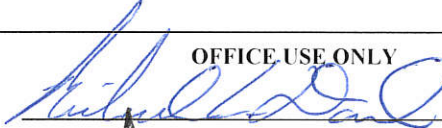


Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

DECREASE

DECREASE

H5120.525025.21716	E CLINTON ST BRIDGE	137,679.79	H.45710	SERIAL BONDS		502,376.65	
H8120.525172.21716	NY RISING - FRONT ST	32,677.21					
H8120.525159.21815	FRONT ST SEWER - NY RISING	226,717.38					
H7110.525047.51809	CHENANGO RIVER TRAIL	105,302.27					
		502,376.65				502,376.65	



Legislative Branch

RL Number:
21-104
Date Submitted:
6/1/21

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

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jared Kraham
Title/Department: Mayor's Office
Contact Information: 772-7001

RL Information

Proposed Title: Resolution to allow Mayor to accept funds from the American Rescue Plan Act (ARPA), the first round of funding is \$23,092,337,

Suggested Content: These funds will be placed in account 899 (other restricted fund balance). Any spending of these funds will have to be approved by council via legislation. Any funds used will be tied to a special project code of ARPA1 for tracking purposes and will be approved by City Council

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>