



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 22, 2021

Sponsored by Council Members: Scaringi, Riley, Burns, Strawn, Scanlon, Resciniti

Introduced by Committee: Planning

ORDINANCE

entitled

**AN ORDINANCE AUTHORIZING THE SALE OF
7 HARRISON STREET TO ROGER T. HOWE
FOR \$53,000**

WHEREAS, the City of Binghamton is the owner of certain real property located at 7 Harrison Street, Binghamton, New York, Tax Parcel No. 159.35-3-1 (the "Premises"); and

WHEREAS, pursuant to Permanent Resolution 20-03, dated February 5, 2020, City Council approved to receive a grant from Enterprise Community Partners in the amount of \$585,000 for the Cities RISE innovation program; and

WHEREAS, this property has been brought to code compliance as part of the Cities RISE Program and is ready to sell; and

WHEREAS, the City has no public use for the Premises; and

WHEREAS, the Assessor of the City of Binghamton has determined the sale price to be fair and equitable; and

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on September 15, 2021.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain by at least a three-fourths vote as follows:

Section 1. That the Mayor of the City of Binghamton is hereby authorized to enter into a contract of sale and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to transfer the Premises to Roger T. Howe, by Quitclaim Deed for \$53,000 to be paid by cash, certified, or local bank check.

Section 2. This transfer is subject to the conditions in the attached contract of sale.

Section 3. That this Ordinance shall take effect immediately.

Introductory No. 021-102

Permanent No. 021-101

Sponsored by City Council Members:
Scaringi, Riley, Burns, Strawn, Scanlon, Resciniti

AN ORDINANCE AUTHORIZING THE SALE OF 7
HARRISON STREET TO ROGER T. HOWE FOR
\$53,000

The within Ordinance was adopted by the Council of
the City of Binghamton.

Date 9/22/21

City Clerk *Janine Fallon*

Date Presented to Mayor 9/23/21


Date Approved 9/23/21
Mayor *Richard D. David*

	Ayes	Nays	Abstain	Absent
Councilman Scaringi	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scanlon	✓			
Councilwoman Resciniti	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 9/22/21 Approved by the Mayor on 9/23/21 

State Environmental Quality Review Act

Read the title of the Legislation for 7 Harrison Street, before a vote, do the following:

A. Motion to declare City Council as “Lead Agency” under SEQRA.

Motion made by Strawn,

Seconded by Riley,

Voice vote

B. Motion to identify the proposed action as “Unlisted” under SEQRA.

Motion made by Strawn,

Seconded by Scaringi,

Voice vote

C. Motion to issue a negative declaration under SEQRA for the following reasons:

This is an existing single family house that was renovated pursuant to the Cities RISE Innovation Program. The structure that has been brought to code compliance and is ready to sell. The Purchaser is a City resident that wishes to use the property for residential purposes. As a result, there is no change in use and no environmental impact.

Motion made by Strawn,

Seconded by Scaringi,

Roll call vote

7-0-0-0

After SEQRA: Approve the legislation, roll call vote.

C o n t r a c t o f S a l e

THIS CONTRACT OF SALE dated as of the day of November, 2020, by and between the City of Binghamton, a municipal corporation, City Hall, 38 Hawley Street, Binghamton, New York 13901 ("Seller"), and ROGER T. HOWE ("Purchaser").

WITNESSETH:

WHEREAS, the Seller owns certain real property located at 7 Harrison Street, Binghamton, New York, Parcel ID Number: 159.35-3-1 (the "Premises"); and

WHEREAS, the Seller is willing to sell the Premises and the Purchaser is willing to purchase a portion of the Premises, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Sale and Purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase a portion of the Premises. Purchaser will pay for an obtain a survey and the description will be included in the deed.
2. Purchase Price. The purchase price for the Premises is FIFTY THREE THOUSAND AND 00/100 (\$53,000), to be paid at the time of the closing by certified or bank funds.
3. Contingencies. The Purchaser's obligations herein are contingent on the following:
 - 3.1 Within sixty (60) days from the date hereof, receipt of a mortgage commitment from a commercial lender for not more than ONE HUNDRED FIFTY (150) % of the purchase price.
 - 3.2 Within sixty (60) days from the date hereof, a satisfactory real property inspection, which may include inspections for infestation and radon Purchaser is relying solely on its own inspection and investigation to determine whether to purchase the Premises. Purchaser is accepting the Premises in its "AS IS" condition. Seller makes no representations or warranties regarding the condition of the Premises or any information supplied to or reviewed by Purchaser.
 - 3.3 Within sixty (60) days from the date hereof, a satisfactory title report. Seller may, but is not obligated to correct any title issues. See 6 below.
4. Subject to Provisions. The Premises are to be transferred subject to the following:
 - 4.1 Such state of facts as an accurate survey or personal inspection may disclose, provided the same does not render title unmarketable.
 - 4.2 Rights of the public in and to that portion of the Premises lying within the bounds of any public street or highway.
 - 4.3 Covenants, restrictions and easements, if any, of record, provided they are not violated by the existing use of the Premises.

4.4 Standard exceptions contained in the form of fee title insurance policy issued by the title insurance company insuring Purchaser's title to the Premises.

4.5 Zoning, building, and other ordinances and regulations, if any, provided they are not violated by the existing use.

4.6 Special Conditions. The Premises are being conveyed as part of the CITIES RISE program. As a result, these special conditions apply to this transfer:

4.6 Special Condition. The Premises are being conveyed as part of the Cities Rise Neighborhood Stabilization Program. As a result, this special condition applies to this transfer: The Premises must be occupied as the Purchaser's primary residence for not less than five (5) years from the date of transfer (the "Recapture Period"). If the Premises or any part thereof is sold, leased, the Purchaser fails to reside at the Premises as Purchaser's primary residence (not less than eleven (11) months per year), or otherwise transfers any interest in the Premises during the Recapture Period, or if Purchaser fails or refuses to provide information so Seller can verify compliance, then Purchaser will pay Seller the amount of FIFTY FOUR THOUSAND EIGHT HUNDRED NINETY-FIVE AND 00/100 (\$54,895), representing the difference between the fair market value of the Premises and the purchase price herein. Such payment will be made to Seller within ten (10) days from the date of written demand for same. In any action or proceeding to enforce this provision, the prevailing party will be entitled to the costs and expenses of such proceeding, including reasonable attorney's fees. This provision will survive the closing of title.

5. Adjustments. Water/Sewer and Taxes, if any, will be adjusted as of the Closing date.

6. Title to be Conveyed and Deed. The transfer shall be by a Quit Claim Deed. If Purchaser is unable to obtain title insurance insuring good and marketable title to the Premises, then Purchaser may cancel this Contract. Seller may, at its sole cost and expense and prior to closing, cure any title defects, including by way of title endorsement.

7. Closing, Transfer of Title and Construction. Transfer of title shall occur on or about sixty (60) days from the date hereof. The closing will take place at City Hall, 38 Hawley Street, Binghamton, New York, at a mutually convenient time; or at a location in Broome County selected by the Mortgagee (i.e., a commercial lender).

8. Transfer Tax and Recording Fees. At the closing Purchaser shall deliver a check to the order of the recording officer of Broome County for the amount of the New York State and Broome County transfer tax, documentary stamps, if any. Purchaser shall pay all recording fees.

9. Broker. Seller and Purchaser represent to one another that no broker was involved in this transaction. The parties agree to indemnify and hold each other harmless against any and all costs and expenses, including reasonable attorney's fees, by any broker claiming that he/she represented the other party. This paragraph will survive the closing of title.

10. Risk of Loss. General Obligations Law Section 5-1311 establishes the risk of loss and obligation of the parties in the event of the destruction or taking by eminent domain of all or a portion of the Premises being conveyed prior to closing.

11. Compliance with Law. All notice or notices of violations of law, rules, statutes, ordinances, orders, requirements, etc. issued by any Federal, State or local government or agency thereof against or affecting the Premises at the date hereof, shall be complied with by the Seller and the Premises shall be conveyed free of the same. Upon request of the Purchaser, the Seller shall furnish the Purchaser with an authorization to make the necessary searches therefore.

12. Seller's Representations/Warranties. Seller has the right to enter into this Contract and consummate the transaction contemplated hereby without the consent of others. This sale was approved by City Council by Permanent Ordinance ___ - ___, dated _____. Seller makes no other representations.

13. Notices. All notices required or otherwise given under this Contract shall be deemed effective when received and shall be in writing, delivered, personally or by prepaid U.S. Certified Mail, return receipt requested, Federal Express, or similar overnight courier addressed as follows:

Seller: Corporation Counsel
City Hall, 38 Hawley Street
Binghamton, NY 13901

Purchaser: Roger T Howe
10 Livingston St
Apt 2
Binghamton, NY 13903

14. Miscellaneous.

14.1 This Contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

14.2 This Contract shall not be recorded in the Clerk's Office in the County in which the property is located.


14.3 Neither this Contract nor any provision thereof may be waived, changed or canceled except in writing signed by the party to be charged.

14.4 Any and all disputes hereunder will be determined under the laws of the State of New York. Venue for any action will be Broome County, New York.

14.5 It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the day and year first above written.

SELLER: CITY OF BINGHAMTON

By: 
Richard C. David, Mayor

Dated: 9/20/21

PURCHASER:


Roger T. Howe

Dated: 09-20-21

Dated: _____

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number: None

Date: September 22, 2021

This Notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Binghamton City Council as lead agency has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Sale of 7 Harrison Street, Binghamton, New York.

SEQR Status: Type 1
 Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

The City of Binghamton is transferring 7 Harrison Street, Binghamton, New York, Tax Parcel No. 159.35-3-1, to Roger T. Howe

Location: 7 Harrison Street, Binghamton, New York.

Reasons Supporting This Determination:

The lead agency has determined that the action will not have a significant adverse impact on the environment for the following reasons:

This is an existing single family house that was renovated pursuant to the Cities RISE Innovation Program. The structure that has been brought to code compliance and is ready to sell. The Purchaser is a City resident that wishes to use the property for residential purposes. As a result, there is no change in use and no environmental impact.

The action will not produce a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems.

The action will not involve the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant or the habitat of such a species; or other significant adverse impacts to natural resources.

The action will not cause the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6 NYCRR 617.14 (g).

The action will not create a material conflict with a community's current plans or goals as officially approved or adopted.

The action will not impair the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character.

The action will not cause a major change in the use of either the quantity or type of energy.

The action will not create a hazard to human health.

The action will not cause a substantial change in the use or intensity of use of land including agriculture, open space or recreation resources, or in its capacity to support existing uses.

The action will not change two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together results in a substantial adverse impact on the environment.

Impacts from the action may combine with impacts of other, possible independent actions in the vicinity. The lead agency finds that when considered cumulatively such combination will not create a significant adverse impact on the environment.

For Further Information

Contact Person: Sophia Resciniti, President
City of Binghamton City Council

Address: City Hall
38 Hawley Street
Binghamton, NY 13901

Telephone Number: 607-772-7005 (City Clerk's Office)