



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Phil Strawn, City Council President

Leighton Rogers, City Clerk

**COUNCIL OF THE CITY OF BINGHAMTON
Business Meeting Agenda
City Hall, 38 Hawley Street, Binghamton, NY 13901
Wednesday, April 6, 2022**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. ACKNOWLEDGEMENTS AND RECOGNITIONS

V. REPORTS FROM COMMITTEES AND APPROVAL OF MINUTES

Approval of Minutes

Approve the Minutes from the March 23, 2022 Business Meeting.

City Council Finance Committee: Scaringi (Chair), Scanlon, Burns

No items to report.

City Council Planning & Community Development Committee: Scanlon (Chair), Scaringi, Friedman

No items to report.

City Council Municipal & Public Affairs Committee: Scaringi (Chair), Resciniti, Riley

No items to report.

City Council Public Works/Parks & Recreation Committee: Scanlon (Chair), Resciniti, Riley

No items to report.

City Council Employees Committee: Resciniti (Chair), Scaringi, Burns

No items to report.

City Council Rules & Procedures/Special Studies Committee: Resciniti (Chair), Scanlon, Friedman

No items to report.

VI. APPROVAL OF APPOINTMENTS

VII. PUBLIC HEARING

VIII. SET PUBLIC HEARINGS

IX. PUBLIC COMMENT/COMMUNICATION

Residents wishing to submit public comment may do so electronically by emailing their comments prior to 1:00pm on the day of the meeting to clerk@cityofbinghamton.com or virtually via zoom during the meeting.



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X. REVIEW OF MAYORAL VETO

XI. SECOND READING LEGISLATION

XII. FIRST READING LEGISLATION

A. PREFERRED AGENDA

Introductory Ordinance 22-57. Considered in Finance: Scaringi

An Ordinance to update the City of Binghamton's Chart of Accounts to provide for a custodial trust fund and corresponding accounts per GASB Announcement 84

Introductory Ordinance 22-58. Considered in Finance: Scaringi

An Ordinance to amend the Charter and Code of the City of Binghamton Part 1, Chapter 5 Subsection 5-7.G, Designation of Depositories, to add Tioga State Bank N.A. as a company authorized to accept deposits of monies in an amount up to \$40,000,000

Introductory Ordinance 22-59. Considered in Finance: Scaringi

An Ordinance to account for additional grant funds received from New York State for the 7 Hawley Street Parking Garage

Introductory Ordinance 22-60. Considered in Planning: Scanlon

An Ordinance to establish a "Parking Reserve Fund – 7 Hawley Street Parking Ramp Debt Service" in the amount of \$540,304

Introductory Ordinance 22-61. Considered in Finance: Scaringi

An Ordinance to amend the 2022 Capital Fund budget to close bond lines that are no longer active

Introductory Ordinance 22-62. Considered in Finance: Scaringi

An Ordinance to account for lost revenue of \$964,943 per the ARPA guidelines

Introductory Ordinance 22-63. Considered in Finance: Scaringi

An Ordinance to amend the 2022 I.T. Capital budget to allocate ARPA funds for hardware/software upgrades and improvements

Introductory Ordinance 22-64. Considered in Finance: Scaringi

An Ordinance to amend the 2022 Assessment budget to increase the annual salary of the Assessor to \$85,000

Introductory Ordinance 22-65. Considered in Finance: Scaringi

An Ordinance to amend the 2022 Insurance Fund budget to account for and replace 4 City vehicles damaged in an accident on State Street

Introductory Ordinance 22-66. Considered in Finance: Scaringi



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An Ordinance to amend the 2021 Insurance Fund budget for incurred loss for year end

Introductory Ordinance 22-67. Considered in Finance: Scaringi

An Ordinance to amend the 2022 budget to purchase and equip 10 Police vehicles with loss revenue funds

Introductory Ordinance 22-68. Considered in Finance: Scaringi

An Ordinance to amend the 2022 Law budget to increase funding for Temporary Services

Introductory Ordinance 22-69. Considered in Finance: Scaringi

An Ordinance to amend the 2022 Binghamton-Johnson City Joint Sewage Board budget to increase the Insurance Recovery revenue for ongoing rehabilitation work

Introductory Resolution 22-27. Considered in Planning: Scanlon

A Resolution authorizing the Mayor to amend the agreement with Greater Opportunities for Broome & Chenango for use of FY46 CDBG funds for capital projects

Introductory Resolution 22-28. Considered in Planning: Scanlon

A Resolution authorizing the Mayor to enter into an agreement with the Binghamton Local Development Corporation ("BLDC") for use of FY47 CDBG funds

Introductory Resolution 22-29. Considered in Planning: Scanlon

A Resolution authorizing the Mayor to enter into an agreement with the Binghamton Housing Authority ("BHA") for use of Tenant Based Rental Assistance ("TBRA") funds

Introductory Resolution 22-30. Considered in Finance: Scaringi

A Resolution authorizing the Mayor to enter into Supplemental Agreement No. 2 with Barton & Loguidice DPC for GIGP grant administration and construction phase services for the DECO District Streetscape Improvements project

Introductory Resolution 22-31. Considered in Planning: Scanlon

A Resolution authorizing an amendment and extension of the lease and operating agreement for the Discovery Center

B. NON PREFERRED AGENDA

XIII. COMMUNICATIONS FROM COUNCIL MEMBERS

XIV. ADJOURNMENT



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO UPDATE THE CITY OF
BINGHAMTON'S CHART OF ACCOUNTS TO
PROVIDE FOR A CUSTODIAL TRUST FUND
AND CORRESPONDING ACCOUNTS PER
GASB ANNOUNCEMENT 84

WHEREAS, the Comptroller of New York State requires municipalities to update its Chart of Accounts to provide for a custodial trust fund and corresponding accounts per Governmental Accounting Standards Board ("GASB") Announcement 84; and

WHEREAS, City Council is required to approve amendments to the City's Chart of Accounts.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to update the City of Binghamton's Chart of Accounts to provide for a custodial trust fund and corresponding accounts per GASB Announcement 84.

Section 2. That this ordinance shall be retroactive to January 1, 2021 effective immediately.



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE CHARTER AND CODE OF THE CITY OF BINGHAMTON PART 1, CHAPTER 5 SUBSECTION 5-7.G, DESIGNATION OF DEPOSITORY, TO ADD TIOGA STATE BANK N.A. AS A COMPANY AUTHORIZED TO ACCEPT DEPOSITS OF MONIES IN AN AMOUNT UP TO \$40,000,000

WHEREAS, the Charter of the City of Binghamton, Part 1, Chapter 5, Subsection 5-7.G, *Designation of Depositories*, lists banks and trust companies authorized for the deposit of monies up to a maximum amount of \$40,000,000; and

WHEREAS, the Comptroller of the City of Binghamton has recommended an amendment to Part 1, Chapter 5, Subsection 5-7.G, *Designation of Depositories*, to add Tioga State Bank N.A. as a company authorized to accept deposits of monies in an amount up to \$40,000,000; and

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

Section 1. That Part 1, Chapter 5, Subsection 5-7.G, *Designation of Depositories* of the Charter of the City of Binghamton is hereby amended to add Tioga State Bank N.A. as a company authorized to accept deposits of monies in an amount up to \$40,000,000 as follows:

G. Designation of depositories. The banks and trust companies authorized for the deposit of monies up to the maximum amounts are: [Last amended 2-6-2019 by Ord No. 19-15; Amended 5-5-2021 by Ord No. 21-42; **Amended** ___ - ___ **2022 by Ord. No.** _____]

<u>Depository Name</u>	<u>Maximum Amount</u>	<u>Officer</u>
JP Morgan Chase Bank	\$40,000,000	Chief Fiscal
M & T Bank	\$40,000,000	Chief Fiscal
HSBC Bank	\$40,000,000	Chief Fiscal
NBT Bank	\$40,000,000	Chief Fiscal
Chemung Canal Trust Bank	\$40,000,000	Chief Fiscal
NYCLASS	\$40,000,000	Chief Fiscal
Tioga State Bank N.A.	\$40,000,000	Chief Fiscal

Section 2. That this ordinance shall take effect immediately.



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO ACCOUNT FOR
ADDITIONAL GRANT FUNDS RECEIVED
FROM NEW YORK STATE FOR THE 7
HAWLEY STREET PARKING GARAGE

WHEREAS, pursuant to Permanent Resolution 18-141, dated December 19, 2018, City Council authorized the Mayor to enter into an agreement with the Binghamton Urban Renewal Agency (“BURA”) for construction and operation of a public parking garage at 7 Hawley Street, Binghamton, New York, to be funded by the City and in part by a grant from the State of New York (the “ESD Grant”); and

WHEREAS, pursuant to Permanent Ordinances 18-34, dated March 21, 2018, and 19-30, dated March 6, 2019, the City bonded for construction of the parking garage; and

WHEREAS, the City received additional funds in the amount of \$540,304 from the ESD Grant that must be accounted for and subsequently allocated to a Reserve Fund to pay the debt service on the above bond.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the capital budget to account for the additional funds received from the ESD Grant as follows:

- (i) \$540,304 increase expense budget line H9950.599999(Inter-fund Transfer)
- (ii) \$540,304 increase revenue budget line CP.45031 (Inter-fund Transfer)

Section 2. That as a result of the above additional ESD Grant funds, the City’s fund balance will be increased by \$540,304; and these additional funds must be allocated to a “Parking Reserve Fund -7 Hawley Street Parking Ramp Debt Service” to be established to pay interest on and principal of the bond indebtedness incurred by the City for construction of the public parking garage at 7 Hawley Street, Binghamton, New York.

Section 3. That this Ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Planning

ORDINANCE

entitled

AN ORDINANCE TO ESTABLISH A "PARKING
RESERVE FUND - 7 HAWLEY STREET
PARKING RAMP DEBT SERVICE" IN THE
AMOUNT OF \$540,304

WHEREAS, pursuant to General Municipal Law ("GML") § 6-c, the Common Council of the City of Binghamton ("City Council") wishes to establish a capital reserve fund to finance the payment of interest on and principal of bond indebtedness for the public parking ramp at 7 Hawley Street, Binghamton, New York, operated and managed by the City of Binghamton; and

WHEREAS, the Mayor and Comptroller of the City of Binghamton have proposed to fund the reserve fund established herein in the amount of \$540,304 from any unappropriated unreserved fund balance.

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

Section 1. That pursuant to GML § 6-c, as amended, there is hereby established a capital reserve fund to be known as the "Parking Reserve Fund -7 Hawley Street Parking Ramp Debt Service." The purpose of this Reserve Fund is to allocate funds received during construction of the public parking ramp at 7 Hawley Street, Binghamton, New York, for the payment of interest on and principal of the bond indebtedness incurred by the City for construction of the public parking ramp at 7 Hawley Street, Binghamton, New York. That this Reserve Fund must be allocated to pay such interest on and principal of the bond indebtedness equally over the remaining term of the bond, *i.e.*, nineteen (19) years, and any interest will be applied to the previous year.

Section 2. That the chief fiscal officer, *i.e.*, the Comptroller of the City of Binghamton, is directed to transfer and fund this Reserve Fund in the amount of \$540,304 from any unappropriated unreserved fund balance.

Section 3. The chief fiscal officer is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by GML § 10. The chief fiscal officer may invest the moneys in this Reserve Fund in the manner provided by GML § 11, and consistent with the investment policy of the City of Binghamton. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of this Reserve Fund.

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

Date: April 6, 2022

Section 4. That the chief fiscal officer shall account for this Reserve Fund in a manner which maintains the separate identity of this Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments. The chief fiscal officer, within sixty days of the end of each fiscal year, shall furnish a detailed report of the operation and condition of this Reserve Fund to the Mayor and City Council.

Section 5. That except as otherwise provided by law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without a request for legislation from the Mayor, written confirmation from the chief fiscal officer and Corporation Counsel of the City of Binghamton that such expenditure is for a purpose authorized by this Reserve Fund and GML §6-c, and approval by a majority of City Council and such additional actions or proceedings as may be required by GML § 6-c or any other law, including a permissive referendum, if required, by subdivision 4 of GML § 6-c.

Section 6. That the members of City Council are hereby declared trustees of such funds and shall be subject to all the duties and responsibilities imposed by law on trustees, and such duties and responsibilities may be enforced by the City, or by any board, commission, agency, officer or taxpayer thereof.

Section 7. That this Ordinance shall take effect immediately.



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2022
CAPITAL FUND BUDGET TO CLOSE BOND
LINES THAT ARE NO LONGER ACTIVE

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2022 Capital Fund budget to close bond lines that are no longer active; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 Capital Fund budget to close bond lines that are no longer active as follows:

- (i) \$464,252.19 decrease revenue budget line H.45710 (Serial Bonds)
- (ii) \$ 36,855.17 decrease expense budget line H5110.525163.21815 (Recon. State St.)
- (iii) \$352,397.02 decrease expense budget line H5650.525271.32118 (7 Hawley St. Gar.)
- (iv) \$ 75,000.00 decrease expense budget line H5120.525320.20619 (Morris St. Bridge Over Park Creek)

Section 2. That this ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO ACCOUNT FOR LOST
REVENUE OF \$964,943 PER THE AMERICAN
RESCUE PLAN ACT GUIDELINES**

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to account for lost revenue of \$964,943 from American Rescue Plan Act (ARPA) funds per the American Rescue Plan Act Guidelines; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to account for lost revenue of \$964,943 from ARPA funds as follows:

- (i) \$964,943 increase revenue budget line A.44089.F0015 (Federal Aid – Other)

Section 2. That this ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2022 I.T.
CAPITAL BUDGET TO ALLOCATE AMERICAN
RESCUE PLAN ACT FUNDS FOR
HARDWARE/SOFTWARE UPGRADES AND
IMPROVEMENTS

WHEREAS, the Information Technology Manager and Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 I.T. capital budget to (i) create a new expense budget line for hardware/software upgrades and improvements over a three year period due to needs caused and exacerbated by the pandemic and (ii) allocate American Rescue Plan Act (ARPA) funds in an amount not to exceed \$670,000 for same; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 I.T. capital budget to (i) create a new expense budget line, H1680.590004.F0015 (Computer Hardware/Software-ARPA), for hardware/software upgrades and improvements over a three year period due to needs caused and exacerbated by the pandemic and (ii) allocate American Rescue Plan Act (ARPA) funds in an amount not to exceed \$670,000 as follows:

- (i) \$670,000 increase expense budget line A9950.59000.F0015 (Interfund Transfer – ARPA)
- (ii) \$670,000 increase revenue budget line A.44089.F0015 (Federal Aid - ARPA)
- (iii) \$670,000 increase revenue budget line H.45031.F0015 (Interfund Transfer – ARPA)
- (iv) \$670,000 increase expense budget line H1680.590004.F0015 (Computer Hardware/Software – ARPA)

Section 2. That this Ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2022
ASSESSMENT BUDGET TO INCREASE THE
ANNUAL SALARY OF THE ASSESSOR TO
\$85,000

WHEREAS, the Mayor and Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 Assessment budget to increase the annual salary of the Assessor from \$55,500 to \$85,000; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 Assessment budget to (i) increase the annual salary of the Assessor, budget line A1355.51000 (Per.Ser-Assessor) from \$55,500 to \$85,000, and (ii) to fund same as follows:

Transfer From (Decrease):

\$26,140 A.49999 (General Fund Balance)
 3,360 A1355.51000 (Per.Ser-PT Clerk)

\$29,500

Transfer To (Increase):

\$29,500 A1355.51000 (Per.Ser-Assessor)

Section 2. That this Ordinance shall take effect April 11, 2022.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2022
INSURANCE FUND BUDGET TO ACCOUNT
FOR AND REPLACE FOUR CITY VEHICLES
DAMAGED IN AN ACCIDENT ON STATE
STREET

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2022 Insurance Fund budget to account for and replace four City vehicles damaged in an accident on State Street caused by Bert Adams with an estimated recovery amount of up to \$100,000; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 Insurance Fund budget to account for and replace four City vehicles damaged in an accident on State Street caused by Bert Adams with an estimated recovery amount of up to \$100,000 as follows:

- (i) \$100,000 increase revenue budget line M.42680 (Insurance Recoveries)
- (ii) \$100,000 increase expense budget line M1910.52600 (Equipment)

Section 2. That this ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2021
INSURANCE FUND BUDGET FOR INCURRED
LOSS FOR YEAR END

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2021 Insurance Fund budget for incurred loss for year end; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2021 Insurance Fund budget for incurred loss for year end as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$5,000 M1910.54300 (Insurance)	\$5,000 M1910.54900 (Prov.Incurred Loss)

Section 2. That this ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2022
BUDGET TO PURCHASE AND EQUIP TEN
POLICE VEHICLES WITH LOSS REVENUE
FUNDS

WHEREAS, the Police Chief and Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 budget to purchase ten (10) Police vehicles and equip with lights, sirens, in-car computers/printers, and accessories in an amount not to exceed \$530,000; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 budget to purchase ten (10) Police vehicles and equip with lights, sirens, in-car computers/printers, and accessories in an amount not to exceed \$530,000 as follows:

- (i) \$530,000 increase revenue budget line A.49999 (Fund Balance – Loss Revenue)
- (ii) \$530,000 increase expense budget line A9950.59000 (Transfer to Capital)
- (iii) \$530,000 increase expense budget line H3120.550026 (Police Vehicles)
- (iv) \$530,000 increase revenue budget line H.45031 (Interfund Transfer)

Section 2. That this ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2022 LAW
BUDGET TO INCREASE FUNDING FOR
TEMPORARY PERSONAL SERVICES**

WHEREAS, the Corporation Counsel and Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 Law budget for temporary personal services; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on April 6, 2022.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2022 Law budget for temporary personal services as follows:

Transfer From (Decrease):

\$10,000 A1420.51000 (Per.Ser-1st Asst Corp Counsel)

Transfer To (Increase):

\$10,000 A1420.51800 (Temp.Ser.)

Section 2. That this Ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND 2022
BINGHAMTON-JOHNSON CITY JOINT
SEWAGE BOARD BUDGET TO INCREASE THE
INSURANCE RECOVERY REVENUE FOR
ONGOING REHABILITATION WORK

WHEREAS, the City of Binghamton (the “City”) is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Facilities (the “BJCJSTF”) with the Village of Johnson City (the “Village”); and

WHEREAS, the BJCJSTF is operated and maintained by the Binghamton-Johnson City Joint Sewage Board (the “JSB”) under a series of inter-municipal agreements between the City and the Village; and

WHEREAS, the Council of the City and the Board of Trustees of the Village approve the BJCJSTF budget; and

WHEREAS, the JSB has requested an amendment to the 2022 BJCJSTF budget to (i) increase the Insurance Recovery Revenue for ongoing rehabilitation work and (ii) create a new budget line for Equipment Rentals - CNBAF.

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

Section 1. That the Council approves and directs the Comptroller/JSB Fiscal Officer to amend and make journal budget entries in the 2022 BJCJSTF budget to (i) increase the Insurance Recovery Revenue for ongoing rehabilitation work and (ii) create a new budget line for Equipment Rentals - CNBAF as follows:

- (i) \$1,000,000 increase revenue budget line J.42680.CNBAF (Insurance Recovery – CNBAF)
- (ii) \$ 25,000 increase expense budget line J8130.54520.CNBAF (Equipment Rentals)
- (iii) \$ 25,000 increase expense budget line J8130.54804.CNBAF (Sludge and Waste Hauling)
- (iv) \$ 400,000 increase expense budget line J8130.54410.CNBAF (Professional Serv)
- (v) \$ 550,000 increase expense budget line J8130.52000.CNBAF (Equipment-CNBAF)

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

Date: April 6, 2022

Section 2. That this Ordinance shall be effective when also approved by sufficient members of the Board of Trustees of the Village.

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

Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: April 6, 2022

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

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO AMEND THE AGREEMENT WITH
GREATER OPPORTUNITIES FOR BROOME &
CHENANGO FOR USE OF FY46 CDBG FUNDS
FOR CAPITAL PROJECTS

WHEREAS, pursuant to Permanent Resolution 21-41, dated June 9, 2021, the City of Binghamton entered into an agreement with non-profit agencies for use of FY46 CDBG funds for capital projects; and

WHEREAS, the agreement with Greater Opportunities for Broome & Chenango awarded FY46 CDBG funds in an amount not to exceed \$20,000 for an exterior refurbishing project at 5 West State Street; and

WHEREAS, the HUD Manager recommends a change in scope of the agreement from an exterior refurbishing project to a carpet replacement project 5 West State Street.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to amend the agreement, approved as to form and content by the Office of Corporation Counsel, with Greater Opportunities for Broome & Chenango for use of FY46 from an exterior refurbishing project to a carpet replacement project at 5 West State Street; and that this amendment does not change the total amount not to exceed \$20,000 and the funding source remains CD8662.533552.CDY46 (Human Services Capital Set Aside) for this purpose.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE
BINGHAMTON LOCAL DEVELOPMENT
CORPORATION ("BLDC") FOR USE OF FY47
CDBG FUNDS

WHEREAS, the Mayor of the City of Binghamton wishes to enter into an agreement with the Binghamton Local Development Corporation ("BLDC") for use of Fiscal Year ("FY") 47 Community Development Block Grant ("CDBG") funds; and

WHEREAS, the amount is not to exceed \$145,000.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with the BLDC for use of FY47 CDBG funds, at a cost not to exceed \$145,000; and that funds shall be deducted from budget line CD6889.54000.CDY47 (Contractual) for this purpose.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE
BINGHAMTON HOUSING AUTHORITY
("BHA") FOR USE OF TBRA FUNDS

WHEREAS, the Mayor of the City of Binghamton wishes to enter into an agreement with the Binghamton Housing Authority ("BHA") for use of Tenant Based Rental Assistance ("TBRA") funds to assist Section 8 and public housing clients with security deposits; and

WHEREAS, the amount is not to exceed \$280,796.20; and

WHEREAS, the contract period shall run from January 1, 2022, to August 31, 2026.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with the Binghamton Housing Authority ("BHA") for use of Tenant Based Rental Assistance ("TBRA") funds to assist Section 8 and public housing clients with security deposits, at a cost not to exceed \$280,796.20; and that funds shall be deducted from budget line CE8667.533560.CEY47 (Tenant Based Rental Assistance) for this purpose.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO SUPPLEMENTAL
AGREEMENT NO. 2 WITH BARTON &
LOGUIDICE DPC FOR GIGP GRANT
ADMINISTRATION AND CONSTRUCTION
PHASE SERVICES FOR THE DECO DISTRICT
STREETSCAPE IMPROVEMENTS PROJECT

WHEREAS, pursuant to Permanent Resolution 20-43, dated May 6, 2020, City Council authorized the Mayor to enter into an agreement with Barton & Loguidice, DPC for preliminary design services for the DECO District Streetscape Improvements Project; and

WHEREAS, pursuant to Permanent Resolution 21-07, dated January 20, 2021, City Council authorized the Mayor to enter into Supplemental Agreement No. 1 with Barton & Loguidice, DPC for additional services for the DECO District Streetscape Improvements Project; and

WHEREAS, the City Engineer recommends the City enter into Supplemental Agreement No. 2 with Barton & Loguidice, DPC for GIGP Grant Administration and Construction Phase Services for the DECO District Streetscape Improvements Project in an amount not to exceed \$319,700.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into Supplemental Agreement No. 2, approved as to form and content by the Office of Corporation Counsel, with Barton & Loguidice, DPC for GIGP Grant Administration and Construction Phase Services, at a cost not to exceed \$319,700; and that funds shall be deducted from budget line H.5112.525173.12220 (DECO District Improvements) for this purpose.

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

Chuck Shager, Comptroller



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

Date: April 6, 2022

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

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION AUTHORIZING AN
AMENDMENT AND EXTENSION OF THE
LEASE AND OPERATING AGREEMENT FOR
THE DISCOVERY CENTER

WHEREAS, the Council of the City of Binghamton adopted Permanent Resolution 07-085, dated August 20, 2007, and 2 extensions pursuant to Permanent Resolution 12-2, dated January 18, 2012, and Permanent Resolution 16-131, dated December 21, 2016, for a Lease and Operating Agreement for the Discovery Center, 60 Morgan Rd., with the Discovery Center of the Southern Tier, Inc.; and

WHEREAS, the City of Binghamton and the Discovery Center of the Southern Tier, Inc. wish to amend and extend the Lease and Operating Agreement for a period of twenty-five (25) years, expiring on April 30, 2047, unless sooner extended or sooner terminated as provided for in the attached Lease and Operating Agreement; and

WHEREAS, this Lease and Operating Agreement shall replace the Lease and Operating Agreement dated January 2017.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into a Lease and Operating Agreement, approved as to form and content by the Office of Corporation Counsel, with the Discovery Center of the Southern Tier, Inc. for the Discovery Center, 60 Morgan Rd., for a period of twenty-five (25) years, expiring on April 30, 2047, unless sooner extended or sooner terminated as provided for in the attached Lease and Operating Agreement.

LEASE AGREEMENT

THIS AGREEMENT between THE CITY OF BINGHAMTON, with offices at City Hall, Binghamton, New York ("City" or "Lessor"), and THE DISCOVERY CENTER OF THE SOUTHERN TIER, INC., with offices at 60 Morgan Road, Binghamton, New York ("Discovery Center" or "Lessee");

WHEREAS, the City is the owner of certain real property designated as parkland and further described as those parcels of land totaling approximately Six point Twenty-two acres (6.22 ± acres) of an original ninety (90) acres in the City of Binghamton, said 90 acres described in a certain deed dated 1875 from Erastus and Cornelia Ross to the City of Binghamton, more particularly described in said deed which is filed and recorded in the County Clerk's Office of Broome County and is incorporated herein by reference. The 6.22 acres are shown on the attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the City and Discovery Center have declared as their mutual intention to the continuance of the Hands-on Children's Museum better known as The Discovery Center at Ross Park (the "Museum"); and

WHEREAS, the City and the Discovery Center desire to continue the Discovery Center having responsibility for the operation of the Discovery Center; and

WHEREAS, the City as the owner of the Property wishes to lease it to the Discovery Center subject to the assumption by the Discovery Center of the responsibility of operating the Discovery Center for the benefit of the Citizens of the Greater Binghamton Community; and,

WHEREAS, Lessor, by its Mayor and the City Council, by Resolution No. _____ dated _____ 2022 has authorized this Agreement; and

WHEREAS, Lessee, by its Board of Directors, by Resolution dated _____,

2022 has authorized this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Lease. Lessor hereby leases to Lessee and Lessee hereby accepts a lease to the Premises pursuant to the terms and conditions herein (the "Lease").

1.1. All improvements and facilities now located on said land are included in this Lease. Lessee retains the right to utilize the existing parking areas located outside the 6.22 acre area illustrated in Exhibit "A". These parking areas are currently shared by Lessee and the Southern Tier Zoological Society, Inc. also known as the Ross Park Zoo. Similarly, the Ross Park Zoo retains the right to utilize the existing parking areas located inside the 6.22 acre area illustrated in Exhibit "A" on a first-come, first serve basis.

2. Term. The term of this Lease is Twenty-five (25) years commencing on _____, 2022 and ending at midnight on _____, 2047 unless sooner extended or sooner terminated as provided for in this Lease. This Lease shall be effective immediately and shall replace the "Lease and Operating Agreement" dated January 2017.

3. Rent. Annual rental shall be defined as the maintenance and operation of the Premises, except for the maintenance described on Exhibit "B" which will be the responsibility of Lessor. Lessee will not pay cash rental therefore, but will assume the maintenance and operation of the Premises as hereinafter outlined. Lessee shall have the right to review and propose amendments to the maintenance described on Exhibit "B" every (5) five years, beginning on March _____, 2027, at which time Lessor shall have the right to accept proposed amendments to the maintenance described on Exhibit "B", or either party may terminate this Lease.

4. Operation and Maintenance. Lessee shall pay the cost of landscaping, cleaning, decorating, interior lighting, sanitary control, heating, ventilation and air conditioning, ordinary and routine repair and maintenance, fire protection, security devices, the cost of insurance, and the cost and replacement of any machinery or equipment on the Premises.

4.1. Lessee shall take good care of the Premises and shall, at Lessee's own cost and expense, maintain the entire Premises. At the end or other expiration of the term, Lessee shall deliver up the demised Premises to the Lessor in good order or condition. Lessee expects reasonable wear and tear, including, but not limited to damage by the elements.

4.2 All assets hereby transferred and all personalty and improvements constructed on the real property with private or public funds during the term of this Lease shall be under the exclusive operation and control of Lessee, but at the expiration or termination thereof, title shall revert to and become the property of Lessor, subject to the further terms of this Lease. The term "assets" does not include museum or Story Garden exhibits and components thereof.

5. Compliance with Law. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all of their Departments and Bureaus applicable to the Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with the Premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Lessee's own cost and expense.

6. Damage to the Premises. Lessee must give Lessor prompt notice of fire, accident, damage or dangerous or defective conditions. If the Premises cannot be used because of fire or

other casualty, Lessee shall have the right to reasonably decide which part of the Premises is usable. Lessee is not required to repair or replace any equipment, fixtures, furnishings or decorations unless (i) originally installed by Lessor or (ii) such replacement is included in Lessee's insurance recovery. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control.

6.1. Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the Lessor in connection with any damage covered by any policy. The Lessor shall not be liable to the Lessee for any damage caused by fire or any of the risks..

7. Damage to the Premises. Lessee has the right to demolish or rebuild the Premises if there is substantial damage by fire or other casualty. Lessee may cancel this Lease within sixty (60) days after the substantial fire or casualty by giving Lessor notice of Lessee's intention to demolish or rebuild. This Lease will end thirty (30) days after Lessee's cancellation notice to Lessor. Lessee must deliver the Premises to Lessor on or before the cancellation date in the notice. If the Lease is cancelled, Lessor is not required to repair the Premises. The cancellation does not release Lessee of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

8. Right of Entry. Lessee agrees that Lessor and the Lessor's agents and other representatives shall have the right to enter into and upon the Premises, or any part thereof, upon reasonable notice, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. In case of emergency, Lessor or their agent shall have the right to enter the Premises at any time.

9. Lessee Default. Lessee shall be considered in default hereunder upon the happening of any of the following events:

(a) Lessee shall default in the performance of any of the covenants and agreements in this Lease contained on the part of Lessee to be kept and performed.

(b) Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local government, or of any and all of their departments and bureaus, or of the Board of Fire Underwriters, applicable to the Premises.

(c) Proceedings in Bankruptcy shall be instituted by or against Lessee which result in any adjudication of bankruptcy, or if Lessee shall file or any creditor of Lessor shall file, or any other person or persons shall file any Petition under the Bankruptcy Laws of the United States, as the same are now in force or may hereafter be amended, and Lessee be adjudicated a bankrupt, or if a receiver of the business or assets of Lessee be appointed and such appointment not be vacated within sixty (60) days after notice thereof to Lessee, or the Lessee makes an assignment for the benefit of creditors, or any sheriff, marshal, constable or keeper takes possession thereof by virtue of any attachment of execution proceedings and offers same for sale publicly.

10. Lessee Default Remedies. If Lessee is in default as hereinafter set forth, Lessor may:

(a) At any time thereafter terminate this Lease and the term thereof upon giving to Lessee fifteen (15) days' notice in writing of the default and Lessor's intention to terminate this Lease, and upon giving such notice, unless Lessee cures said default within said period, this Lease and the term thereof shall terminate on the date fixed in such notice as if said date were the date originally fixed in this Lease for the termination or expiration thereof,

and on such termination, Lessor may enter the Premises or any part thereof, either with or without process of law, and expel Lessee or any person occupying the Premises, using such force as may be reasonably necessary to do so; or

(b) Relet the Premises or any part thereof, either in the name of Lessee or otherwise, for such term or terms as Lessor may determine, which may be more than or less than the period which otherwise would have constituted the balance of the term of this Lease, and in connection therewith, Lessee may grant concessions or charge a lower rent than that in this Lease; or

(c) Exercise any other legal right or remedy available to Lessor under law.

11. If any default shall occur, other than in the payment of money, which cannot with due diligence be cured within a period of fifteen (15) days, and Lessee, prior to the expiration of such period, commences to eliminate the cause of such default and proceeds diligently to cure such default and such default is thereafter cured, Lessor shall not have the right to exercise any of its rights or remedies hereunder.

11.1. All rights herein given to Lessor for the recovery of the Premises because of the default of Lessee are hereby reserved and conferred upon Lessor as distinct, separate, and cumulative remedies, and no one of them, whether exercised by Lessor or not, shall be deemed to be in exclusion of any other right or remedy which Lessor may have at law or in equity.

12. Eminent Domain. If the whole or any substantial part of the Premises shall be acquired or condemned by Eminent Domain or by deed in lieu thereof, for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. No part of any award shall belong to Lessee. Lessee shall,

however, have the right to proceed independently against the condemning authority for the cost of relocation and fixtures owned by Lessee upon the expiration of the term as long as it in no way diminishes the award due to Lessor. Lessor shall give Lessee copies of any notices Lessor receives regarding the condemnation proceeding. If only a part of the Premises is acquired or condemned by Eminent Domain, and Lessee business is not materially affected by the taking, then Lessee shall be entitled to a rent abatement commensurate with the amount of space taken.

13. Insurance. The Lessee will provide and maintain public liability insurance coverage and hazard insurance on the structures to protect the Lessee and the Lessor against loss by reason of personal injury, death or property damage caused directly or indirectly by activities at the Discovery Center or by any person acting on behalf of the Discovery Center in the minimum amount of \$1,000,000.00. Such insurance shall name the Lessor as an additional insured on a primary non-contributory basis and be approved as to form and sufficiency by the City Corporation Counsel's Office.

13.1. Lessee shall provide and keep in effect during the term of this Lease for the benefit of Lessor and Lessee, a fire insurance policy written on an all risk basis covering the equipment of Lessor and Lessee insuring the equipment for its full replacement cost. Lessor shall be named as an additional insured on such policy.

13.2 Lessee agrees to indemnify and hold harmless Lessor of and from all suits, claims, costs (including but not limited to attorney's fees), expenses, demands and other actions arising out of the operation of the business of Lessee at the Premises or by reason of any violations or non-performance of any provision, covenant, or condition on the part of Lessee or its agents, employees or invitees, or by reason of any act or omission on the part of Lessee or its agents, employees or invitees.

13.3. The Lessee shall comply with all environmental laws and regulations applicable to Lessee's use and/or activities at the Premises.

13.4. The Lessee shall defend, indemnify and hold harmless the Lessor of, from and against any and all suits, claims and causes of action and any loss, costs, expenses, fines or penalties (including reasonable attorney's fees), and clean-up costs which the Lessor may incur or become liable to pay arising out of the breach by the Lessee of any of its obligations contained in paragraph "13".

14. Lessor covenants that Lessee on performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the Premises for the term aforesaid.

15. Lessee agrees that Lessor may appoint one director to the Board of Directors of Lessee.

16. All notices required hereunder to be served by either of the parties hereto shall be in writing and shall be either personally delivered to or mailed by registered or certified mail to the parties at the following respective addresses:

The Discovery Center of the Southern Tier,
Inc. c/o President, Board of Directors
60 Morgan Road
Binghamton, New York 13903

City of Binghamton
c/o Mayor's Office and a copy to the Corporation
Counsel 38 Hawley St., City Hall
Binghamton, New York 13901

17. The failure of the parties to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the parties may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified,

discharged or terminated orally.

18. It is mutually understood and agreed that the covenants and agreements contained in the within Lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

19. This Lease contains the entire agreement between the parties hereto and it or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns, except as may be expressly otherwise provided herein.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____ 2021.

Signed, sealed and delivered in the presence of:

THE CITY OF BINGHAMTON

By: _____

THE DISCOVERY CENTER OF
THE SOUTHERN TIER, INC.

By: _____

Exhibit "A" of Lease between The Discovery
Center of the Southern Tier, Inc. and City of
Binghamton

Exhibit “B” of Lease between The Discovery Center of the Southern Tier, Inc. and City of Binghamton - Maintenance Requirements

Lessor agrees to provide the following services to Lessee:

- Use of the existing Water and Sewer Lines of Lessor, without charge to Lessee therefore;
- The Lessee may obtain up to 2 cubic yards of rock salt from the Lessor’s Department of Public Work’s facility at 17 Broad Avenue, Binghamton, New York, solely for use on the leased premises. The Lessee shall be solely responsible for transportation, storage and application of this rock salt. Lessee may cooperate with the Ross Park Zoo in regard to the transportation and storage of salt;
- Once per year the Lessor’s Parks Department shall provide and deliver to the Leased premises up to 5 cubic yards of playground grade mulch for exclusive use in the Story Garden and 20 cubic yards of landscaping mulch (wood chips) solely for use in the Leased premises landscape beds;
- Striping and maintaining parking lots and sidewalks.
- The Lessor shall maintain an account of \$10,000 annually on January 1st for the Lessee to expend on capital projects by submitting itemized invoices to the Lessor for payment. Unexpended funds will roll or accumulate from year to year. No later than July 1st of each year Lessor shall provide to Lessee a list of all capital projects, including but not limited to, roof replacements, HVAC systems, plumbing, electrical, retaining walls, parking lot replacement, fencing, stairways and walkways. Such list shall contain cost estimates and be listed in order of priority to the Lessor. Lessee agrees to consider the list of proposed capital items in its budgetary process
- All City owned vehicles and equipment will be offered for purchase to the Lessee at reasonable prices prior to going to auction;
- Maintaining lighting and electricity for Story Garden and parking lots.