



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

Date: May 4, 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 EXTENSION LEASE
AGREEMENT WITH VINES FOR 26 MATHER
STREET

WHEREAS, the Council of the City of Binghamton adopted Permanent Resolution 11-44, dated June 9, 2011, to enter into a lease agreement with Volunteers Improving Neighborhood Environments (VINES) at 26 Mather Street, Binghamton, New York, Tax Parcel No. 160.31-1-32, for use as a community garden open to the public; and

WHEREAS, pursuant to Permanent Resolution 16-130, dated December 21, 2016, the Mayor of the City of Binghamton entered into an extension lease agreement with VINES for 26 Mather Street, for use as a community garden open to the public; and

WHEREAS, the extended lease agreement expired on December 31, 2021; and

WHEREAS, the Mayor of the City of Binghamton wishes to enter into an extension lease agreement with VINES for 26 Mather Street for five (5) years as stated in the attached extension lease agreement; and

WHEREAS, VINES has the option to renew this lease for up to one (1) additional five (5) year term, for a total of up to ten (10) years.

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 extension lease agreement, approved as to form and content by the Office of Corporation Counsel, with VINES for 26 Mather Street, Binghamton, New York, Tax Parcel No. 160.31-1-32 for five (5) years as stated in the attached extension lease agreement.

Introductory No. R22-46

Permanent No. R22-40

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

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The within Resolution was adopted by the Council of
the City of Binghamton

Date 5/4/22
[Signature]
City Clerk

Date Presented to Mayor
5/5/22

Date Approved
5/9/22
[Signature]
Mayor

	Ayes	Nays	Abstain	Absent
Councilman Scaringi				✓
Councilwoman Resciniti	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Scanlon	✓			
Councilman Strawn	✓			
Total	6	0	0	1

Code of the City of Binghamton

Adopted Defeated
6 Ayes 0 Nays 0 Abstain 1 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 5/4/22. Approved by the Mayor on 5/9/22. [Signature]

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of May ____, 2022, by and between CITY OF BINGHAMTON, having offices at City Hall, Government Plaza, Binghamton, New York 13901 ("City"), and VOLUNTEERS IMPROVING NEIGHBORHOOD ENVIRONMENTS, a not-for-profit corporation, whose address is P.O. Box 3104, Binghamton, New York 13902 ("VINES").

WHEREAS, City is the owner of certain real property located at 26 Mather Street, Binghamton, New York, Tax Parcel No. 160.31-1-32 (the "Premises"); and

WHEREAS, City, by its Mayor and City Council, by Permanent Ordinance No. _____, has authorized this Lease Agreement; and

WHEREAS, VINES, by its Board of Directors, has authorized this Lease Agreement.

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

FIRST: LEASE OF PREMISES AND TERM

City leases to VINES and VINES leases from City the Premises for a term from the date hereof to December 31, 2027.

The term of this Lease ("Term") shall commence as of the date provided above, and continue for five (5) years. VINES has the option to renew this Lease for up to one (1) additional five (5) year Term, for a total of up to ten (10) years. If VINES does not wish to renew this Lease, then VINES must give City written notice of non-renewal at least six (6) months prior to the expiration of the applicable five (5) year Term. From and after the commencement date, and provided there is no breach of this Lease, VINES shall be entitled to exclusive possession of the Parcel during the Term.

SECOND: USE OF THE PREMISES

(a) VINES will use the Premises exclusively for an urban agriculture project. VINES will not use the Premises for any other purpose without the written consent of City, which consent may be denied for any or no reason.

VINES will maintain the Premises in reasonably good condition, normal wear and tear excepted, including snow and ice removal. If VINES fails or refuses to maintain the Premises as provided herein, then City will give VINES written notice specifically identifying the unacceptable condition and require VINES to correct such unacceptable condition within a reasonable time as demanded in the notice. The failure or refusal to correct the unacceptable condition within the time set forth herein will allow the City to declare a default under this Lease Agreement.

VINES will indemnify and hold the City harmless against any and all liability, damages or expenses, and reasonable attorney's fees, regarding its use of the Premises. VINES will provide and maintain public liability insurance coverage to protect the City and VINES against loss by reason of personal injury, death or property damage caused directly or indirectly by activities at the Premises. Such insurance shall name the City 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.

THIRD: RENT, REAL PROPERTY TAXES AND WATER

(a) For the term of this Lease Agreement, the rent is one (\$1.00) dollar per year, or part of a year due on April 15 of each year. This rent is based on the presumption that VINES will use the Premises for an urban agriculture project.

(b) Insofar as the Premises are owned by the City of Binghamton and VINES, as a not-for-profit corporation, has agreed to use the Premises for a public purpose, no real property taxes

are expected to be due and owing. If VINES defaults under this Lease Agreement or if VINES otherwise takes any action to make the Premises taxable, then VINES will be responsible for such real property taxes and assessments. If the Premises becomes taxable for any other reason, then VINES may cancel this Lease on five (5) days written notice, after written notice from the City of such change in tax status and VINES will have no liability for such taxes.

(c) The City may install a water meter for the Premises and may bill VINES for water consumption. However, the City, at its option may provide water free of charge. If the City does provide water free of charge at any time, the City will not have any continuing obligation to do so.

FOURTH: DEFAULT AND TERMINATION

(a) In the event of any default under the terms and conditions of this Lease Agreement, and after an opportunity to cure or correct the default as provided herein, City may terminate this Lease Agreement by giving VINES written notice and fifteen (15) days to vacate the Premises. If VINES fails or refuses to vacate the Premises in a timely manner, then City may commence an action in Binghamton City Court to evict VINES from the Premises. In addition to any decision the Court may make regarding VINES's occupancy of the Premises, the Court may award City a money judgment for the fair market value of the Premises from the date of default until the date VINES vacates the Premises and for the costs of any improvements which VINES has not yet paid for, together with all costs and expenses of the action, including reasonable attorney's fees.

(b) Upon termination of this Lease Agreement, all permanent improvements to the Premises will become the property of City, free and clear of any charges or liens.

FIFTH: MISCELLANEOUS

(a) 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 above addresses. Any notice to the City will be sent to the attention of the Mayor and Corporation Counsel, City Hall, 38 Hawley Street, Binghamton, New York 13901, and any notice to VINES will be sent to the attention of VINES, P.O. Box 3104, Binghamton, New York 13902, with a courtesy copy to info@vinesgardens.org.

(b) Provided VINES is not in default of this Lease Agreement, VINES will have quiet enjoyment of the Premises.

(c) This Lease Agreement shall be binding upon the parties hereto, but shall not be assignable in whole or in part by VINES without prior consent of the City, which may be withheld for any or no reason.

IN WITNESS WHEREOF, all parties have caused this instrument to be executed by the City of Binghamton Mayor and the President of the Board of Directors of VINES and as such each has caused this instrument to be executed all as of the day and year first above written.

VOLUNTEERS IMPROVING NEIGHBORHOOD ENVIRONMENTS

By: _____

CITY OF BINGHAMTON

By: _____
JARED M. KRAHAM, MAYOR