



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

Phil Strawn, City Council President
Leighton Rogers, City Clerk

BOARD OF ESTIMATE & APPORTIONMENT AGENDA

City Hall, 38 Hawley Street, Binghamton, NY
Wednesday, July 27, 2022

Approval of Minutes: Request to approve the minutes from the Board of Estimate & Apportionment meeting held on July 20, 2022

NEW BUSINESS

Lease Agreement: Amendment to the lease at 22-24 New Street with Metro Interfaith to allow fence installation

Litigation: Tax Litigation with Corp. Counsel

MEMO

DATE: July 18, 2022
TO: Board of Estimate & Apportionment
FROM: Juliet Berling - Director
RE: Permission to Amend an Easement Agreement -
COPIES: File

Please add this request to the agenda for July 27th, 2022.

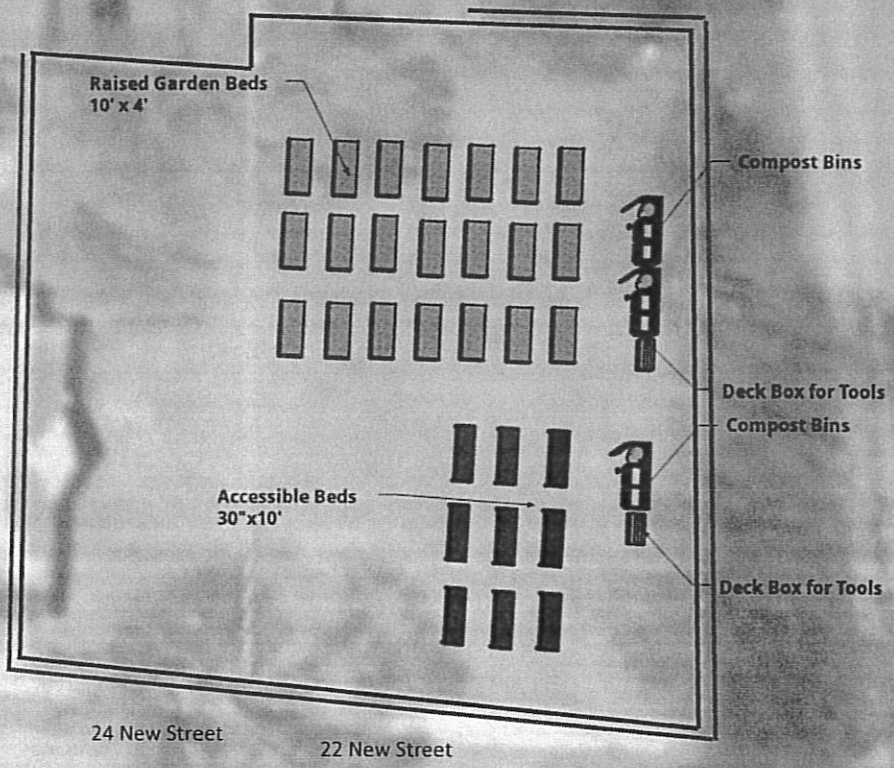
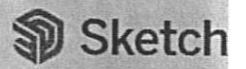
Metro Interfaith is requesting permission to install a fence on the sidewalks in front of 22-24 New Street, to do so they will need an amendment to their agreement to lease the properties to include 6" of the sidewalk for approximately 40 feet.

This is to secure a VINES Community Garden operating at 22-24 New Street on FEMA property, as is allowed, which is leased to Metro Interfaith.

Thank you,

Juliet Berling
Director PHCD

24 & 22 New Street Site Plan
New Street Community Garden



24 New Street
22 New Street

- Property Line
- Fencing

Legal Counsel Approval 

RL 20-213

Introductory No. 020-101

Permanent No. 020-100



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

Date: December 9, 2020

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

Introduced by Committee: Finance

ORDINANCE

entitled
**AN ORDINANCE AUTHORIZING THE LEASE
OF 22 AND 24 NEW STREET TO METRO
INTERFAITH**

WHEREAS, the City of Binghamton is the owner of certain real property located at 22 New Street Binghamton, New York, Tax Parcel No. 160.65-3-20, (the "Premises") and 24 New Street Binghamton, New York, Tax Parcel No. 160.65-3-20; and

WHEREAS, the City received an Offer to Lease the Premises from Metro Interfaith (the "Applicant") for 10 years at a cost of \$1 per year to be used to support the establishment of a Volunteers Improving Neighborhood Environment, Inc. (VINES) community garden; 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 for the proposed use; and

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on December 9, 2020.

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 lease and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, with Metro Interfaith for 10 years at a cost of \$1 per year to be used to support the establishment of a VINES community garden.

Section 2. This transfer is subject to the following conditions: that the Premises must be used for a VINES community garden.

Section 3. That this Ordinance shall take effect immediately.

Introductory No. 020-101

Permanent No. 020-103

Sponsored by City Council Members:
Scarlett, Resciniti, Riley, Friedman, Burns, Strawn,
Scantler

**AN ORDINANCE AUTHORIZING THE LEASE OF
22 AND 24 NEW STREET TO METRO
INTERAITH**

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

Date: 12/9/2020

City Clerk: Anna R. Smith

Date Presented to Mayor: 12/10/2020

Date Approved: 12/10/2020

Mayor: William D. Stebbins

	Ayes	Nays	Abstain	Absent
Councilman Scarlett	✓			
Councilwoman Resciniti	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scantler	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Deferred

1 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true
copy of the resolution adopted by the
Council of the City of Binghamton at a
meeting held on 12/10/2020 approved
by the Mayor on 12/10/2020

WDS

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of August 3, 2021, by and between CITY OF BINGHAMTON, having offices at City Hall, Government Plaza, Binghamton, New York 13901 ("City"), and METRO INTERFAITH, a not-for-profit corporation, whose address is 21 New Street, Binghamton, New York 13903 ("METRO").

WHEREAS, the City is the owner of certain real property located at 22 and 24 New Street (Tax ID 160.65-3-20; 160.65-3-20), and

WHEREAS, the City leased a portion of the Premises to METRO pursuant to a ten (10) year lease that will expire as of August 3, 2031, and

WHEREAS, City, by its Mayor and City Council, by Permanent Ordinance 020-100, have authorized this Lease Agreement, and

WHEREAS, METRO, 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 METRO and METRO leases from City for a term from the date hereof through August 3, 2031 (the "Term"), the Premises, which is vacant land.

SECOND: USE OF THE PREMISES

(a) METRO will use the Premises exclusively for an urban agriculture garden project to include use by residents of Lincoln Court co-located with METRO at 21 New Street 13903. METRO 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.

Volunteers Improving Neighborhood Environments (“VINES”) will maintain the Premises in reasonably good condition, normal wear and tear excepted. If METRO fails or refuses to maintain the Premises as provided herein, then City will give METRO written notice specifically identifying the unacceptable condition and require METRO 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.

METRO 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. METRO will provide and maintain public liability insurance coverage to protect the City and METRO 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, the annual rent is one (\$1.00) dollar. The rent must be paid on or before April 15 of each year. This rent is based on the presumption that METRO will use the Premises as set forth in Section Two above.

(b) Insofar as the Premises are owned by the City of Binghamton and METRO, 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 METRO defaults under this Lease Agreement or if METRO otherwise takes any action to make the Premises taxable, then METRO will be responsible for such real property taxes and assessments. If the Premises becomes taxable for any other reason,

then METRO may cancel this Lease on five (5) days written notice and METRO will have no liability for such taxes.

(c) The City may install a water meter for the Premises and may bill METRO 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 METRO written notice and fifteen (15) business days to vacate the Premises. If METRO fails or refuses to vacate the Premises in a timely manner, then City may commence an action in Binghamton City Court to evict METRO from the Premises. In addition to any decision the Court may make regarding METRO'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 notice to vacate until the date METRO vacates the Premises, together with all costs and expenses of the action, including reasonable attorney's fees.

(b) METRO may terminate this lease agreement upon 30 days' notice to the City.

(c) 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 METRO will be sent to the attention of METRO, 21 New Street, Binghamton, New York 13903.

(b) Provided METRO is not in default of this Lease Agreement, beyond any applicable notice and cure period, METRO 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 METRO 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 METRO and as such each has caused this instrument to be executed all as of the day and year first above written.

METRO INTERFAITH HOUSING MANAGEMENT

By: 

CITY OF BINGHAMTON

By: 

RICHARD C. DAVID, MAYOR