



# LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

*Giovanni Scaringi, Ph.D., City Council President*  
*Leighton Rogers, City Clerk*

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**COUNCIL OF THE CITY OF BINGHAMTON**  
**Business Meeting Agenda**  
**City Hall, 38 Hawley Street, Binghamton, NY 13901**  
**Wednesday, February 8, 2023**

**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 January 25, 2023 Business Meeting.

**City Council Finance Committee: Scanlon (Chair), Strawn, Burns**

No items to report.

**City Council Planning & Community Dev. Committee: Resciniti (Chair), Scanlon, Friedman**

No items to report.

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

No items to report.

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

No items to report.

**City Council Employees Committee: Strawn (Chair), Resciniti, Burns**

No items to report.

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

No items to report.

**VI. APPROVAL OF APPOINTMENTS**

1. Community Development Advisory Committee (CDAC) At-Large Position – Nathan Hotchkiss & Jacob Kumpon

**VII. PUBLIC HEARING**

**VIII. SET PUBLIC HEARINGS**

1. The City of Binghamton will hold a Public Hearing regarding RL23-33, "An Ordinance to amend the zoning map to rezone portions of Henry St., Fayette St., Pine St., Lewis St., and Liberty St., in accordance with the Stadium District Master Plan"



# LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

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This public hearing will take place at 6pm during the March 1, 2023 regular City Council Business Meeting in City Council Chambers, 38 Hawley Street, Binghamton, NY. Residents wishing to participate in the Public Hearing(s) may do so electronically by emailing their comments prior to 1:00pm on the day of the meeting to [clerk@cityofbinghamton.gov](mailto:clerk@cityofbinghamton.gov) or in-person during the meeting.

## **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.gov](mailto:clerk@cityofbinghamton.gov) or in-person during the meeting.

## **X. REVIEW OF MAYORAL VETO**

## **XI. SECOND READING LEGISLATION**

## **XII. FIRST READING LEGISLATION**

### **A. PREFERRED AGENDA**

#### **Introductory Ordinance 23-29. Considered in Rules/Special Studies: Scanlon**

An Ordinance to amend various sections of Chapter 225, Electrical Standards, of the Code of the City of Binghamton

#### **Introductory Ordinance 23-30. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 BJCSTP budget for FEMA reimbursement

#### **Introductory Ordinance 23-31. Considered in Finance: Scanlon**

An Ordinance to allocate ARPA funds for a multi-craft apprenticeship preparation program

#### **Introductory Ordinance 23-32. Considered in Finance: Scanlon**

An Ordinance to allocate ARPA funds to support the Broome County Arts Council

#### **Introductory Ordinance 23-33. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 BJCSTP budget for FEMA reimbursement

#### **Introductory Resolution 23-07. Considered in PW/Parks: Resciniti**

A Resolution authorizing the Mayor to extend the inter-municipal agreement with Broome County for operation of the First Ward Senior Center kitchen for the County sponsored senior citizen meal program

#### **Introductory Resolution 23-08. Considered in Planning: Resciniti**

A Resolution to correct the 2023 tax rolls for various properties

#### **Introductory Resolution 23-09. Considered in Finance: Scanlon**

A Resolution authorizing the Mayor to accept a NYS Department of Homeland Security FEMA Grant



# LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

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## **B. NON PREFERRED AGENDA**

### **Introductory Ordinance 23-28. Considered in Planning: Resciniti**

An Ordinance authorizing the sale of 180-186 Henry St., 77 Pine St., and 162 Henry St., to Kearney Realty & Development Group, Inc. for \$1

### **Introductory Resolution 23-04. Considered in Finance: Scanlon**

A Resolution authorizing the Mayor to accept the Homeland Security (SUASP) Federal Explosive Detection Canine Grant

### **Introductory Resolution 23-05. Considered in Finance: Scanlon**

A Resolution authorizing the Mayor to accept the COPS Hiring Program Grant

### **Introductory Resolution 23-06. Considered in Finance: Scanlon**

A Resolution authorizing the Mayor to accept the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant

### **Introductory Resolution 23-10. Considered in Planning: Resciniti**

A Resolution authorizing the Mayor to enter into an agreement with Genuine Parts Company (NAPA) to provide integrated business solutions

## **XIII. COMMUNICATIONS FROM COUNCIL MEMBERS**

## **XIV. ADJOURNMENT**



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

Date: February 8, 2023

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

Introduced by Committee: Rules/Special Studies

**ORDINANCE**

*entitled*

AN ORDINANCE TO AMEND VARIOUS  
SECTIONS OF CHAPTER 225, ELECTRICAL  
STANDARDS, OF THE CODE OF THE CITY OF  
BINGHAMTON

WHEREAS, the Council of the City of Binghamton wishes to amend various sections of the Code of the City of Binghamton, Chapter 225, *Electrical Standards*.

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

Section 1. That the Code of the City of Binghamton, Chapter 225, *Electrical Standards*, §225-2, *Definition*; Chapter 225, *Electrical Standards*, §225-6.D, *Permits*; Chapter 225, *Electrical Standards*, §225-22.A, *Applications for licenses*; Chapter 225, *Electrical Standards*, §225-24, *Qualifications*; Chapter 225, *Electrical Standards*, §225-29.C, *Restrictions*; and Chapter 225, *Electrical Standards*, §225-29.D, *Restrictions*, be amended as shown in the attachment.

Section 2. That this Ordinance shall take effect immediately.



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

Date: February 8, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022  
BINGHAMTON-JOHNSON CITY JOINT  
SEWAGE TREATMENT FACILITIES BUDGET  
FOR STATE AND FEDERAL EMERGENCY  
DISASTER ASSISTANCE**

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 State Aid – Emergency Disaster Fund and the Federal Aid – Emergency Disaster Fund, and (ii) increase appropriations for Reimburse Owner Recovery Expense and Professional Services to reflect the FEMA NYS-DHSES check.

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

Section 1. That 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 State Aid – Emergency Disaster Fund and the Federal Aid – Emergency Disaster Fund, and (ii) increase appropriations for Reimburse Owner Recovery Expense and Professional Services to reflect the FEMA NYS-DHSES check as follows:

- (i) \$ 307,411.36 increase revenue budget line J.43960 (State Aid – Emergency Disaster Asst.)
- (ii) \$ 922,234.07 increase revenue budget line J.44960 (Fed. Aid – Emergency Disaster Asst.)
- (iii) \$ 155,891.68 increase expense budget line J8130.55000 (Contingency)
- (iv) \$1,073,753.74 increase expense budget line J8130.54899 (Reimburse Owner Recovery Expense)

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

Date: February 8, 2023

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

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Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: February 8, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO ALLOCATE AMERICAN  
RESCUE PLAN ACT FUNDS FOR A MULTI-  
CRAFT APPRENTICESHIP PREPARATION  
PROGRAM**

WHEREAS, the Director of Economic Development and the Comptroller of the City of Binghamton find it proper and necessary to allocate ARPA funds in the amount of \$275,000 to support the siting of a multi-craft apprenticeship preparation program workforce and training location; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on February 8, 2023.

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 allocate ARPA funds in the amount of \$275,000 to support the siting of a multi-craft apprenticeship preparation program workforce and training location as follows:

- (i) \$275,000 increase revenue budget line A.44089.F0015 (Fed.Aid.-ARPA)
- (ii) \$275,000 increase expense budget line A9950.59000.F0015 (Interfund Transfer-ARPA)
- (iii) \$275,000 increase revenue budget line H.45031.F0015 (Interfund Transfer-ARPA)
- (iv) \$275,000 increase expense budget line H6989.54402.F0015 (Workforce Development)

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: February 8, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO ALLOCATE AMERICAN  
RESCUE PLAN ACT FUNDS TO SUPPORT THE  
BROOME COUNTY ARTS COUNCIL**

WHEREAS, the Director of Economic Development and the Comptroller of the City of Binghamton find it proper and necessary to allocate American Rescue Plan Act (ARPA) funds in the amount of \$10,000 to support the Broome County Arts Council; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on February 8, 2023.

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 allocate ARPA funds in the amount of \$10,000 to support the Broome County Arts Council as follows:

- (i) \$10,000 increase revenue budget line A.44089.F0015 (Fed.Aid.-ARPA)
- (ii) \$10,000 increase expense budget line A6989.54742.F0015 (Tourism/Marketing-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: February 8, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

AN ORDINANCE TO AMEND THE 2022  
BINGHAMTON-JOHNSON CITY JOINT  
SEWAGE TREATMENT FACILITIES BUDGET  
FOR STATE AND FEDERAL EMERGENCY  
DISASTER ASSISTANCE

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 State Aid – Emergency Disaster Fund and the Federal Aid – Emergency Disaster Fund, and (ii) increase appropriations for Reimburse Owner Recovery Expense and Professional Services to reflect the FEMA NYS-DHSES check.

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

Section 1. That 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 State Aid – Emergency Disaster Fund and the Federal Aid – Emergency Disaster Fund, and (ii) increase appropriations for Reimburse Owner Recovery Expense and Professional Services to reflect the FEMA NYS-DHSES check as follows:

- (i) \$ 58,482.56 increase revenue budget line J.43960 (State Aid – Emergency Disaster Asst.)
- (ii) \$175,447.69 increase revenue budget line J.44960 (Fed. Aid – Emergency Disaster Asst.)
- (iii) \$233,930.25 increase expense budget line J8130.54899 (Reimburse Owner Recovery Expense)
- (iv) \$ 8,419.25 increase expense budget line J8130.54899 (Reimburse Owner Recovery Expense)
- (v) \$ 8,419.25 decrease expense budget line J8130.55000 (Contingency)

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

Date: February 8, 2023

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

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Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: February 8, 2023

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

Introduced by Committee: PW/Parks

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO EXTEND THE INTER-MUNICIPAL  
AGREEMENT WITH BROOME COUNTY FOR  
OPERATION OF THE FIRST WARD SENIOR  
CENTER KITCHEN FOR THE COUNTY  
SPONSORED SENIOR CITIZEN MEAL  
PROGRAM

WHEREAS, pursuant to Permanent Resolution 19-68, dated August 21, 2019, the City entered into an Inter-Municipal Agreement with Broome County for operation of the First Ward Senior Center kitchen for the County sponsored Senior Citizen Meal Program; and

WHEREAS, pursuant to Permanent Resolution 19-121, dated December 18, 2019; and Permanent Resolution 21-10, dated February 17, 2021; and Permanent Resolution 22-12, dated February 23, 2022, the City extended the contract with Broome County for operation of the First Ward Senior Center kitchen for the County sponsored Senior Citizen Meal Program; and

WHEREAS, the City wishes to extend the operating agreement to December 31, 2023.

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 extend the Inter-Municipal Agreement, approved as to form and content by the Office of Corporation Counsel, with Broome County for operation of the First Ward Senior Center kitchen for the County sponsored Senior Citizen Meal Program through December 31, 2023.



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

Date: February 8, 2023

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

Introduced by Committee: Planning

**RESOLUTION**

*entitled*

**A RESOLUTION TO CORRECT THE 2023 TAX  
ROLLS FOR VARIOUS PROPERTIES**

WHEREAS, an application to correct tax rolls has been duly filed with or by the Assessor of the City of Binghamton; and

WHEREAS, pursuant to Real Property Tax Law § 554, the Assessor of the City of Binghamton has determined that certain errors exist that should be corrected as set forth in the attachment.

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

RESOLVE that pursuant to Real Property Tax Law § 554, the Council of the City of Binghamton, as the tax levying body for the City of Binghamton, hereby authorizes the Mayor to execute any and all documents necessary or proper to correct certain errors in the tax levy and tax rolls as set forth in the attachment, and for the Assessor of the City of Binghamton to make such corrections and provide the corrected tax roll to the Broome County Director of Real Property Tax Services.



# Application for Corrected Tax Roll

### Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Nguyen Thanh		Location of property (street address) 25 Howard Ave	
Mailing address of owners (number and street or PO box) 25 Howard Ave		City, town, or village Binghamton	
City, village, or post office Binghamton	State NY	ZIP code 13904	State ZIP code
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 145.78-2-10	
Account number (as appears on tax bill) 00001212580		Amount of taxes currently billed 4,294.17	
Reasons for requesting a correction to tax roll: County/City adjusted tax levied incorrectly.			

I hereby request a correction of tax levied by City of Binghamton for the year(s) 2023.  
(County, city, village, etc.)

Signature of applicant <i>Susan M. Fogarty</i>	Date 1-4-23
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### Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 1-4-23	Period of warrant for collection of taxes 1-1-2023
Last day for collection of taxes without interest	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official <i>Susan M. Fogarty</i>	Date 1-16-23

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

### Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error  Error in essential fact  Unlawful Entry

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
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# Application for Corrected Tax Roll

### Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners BC Land Bank Corp			
Mailing address of owners (number and street or PO box) 60 Hawley St		Location of property (street address) 21 Walnut St	
City, village, or post office Binghamton	State NY	ZIP code 13901	City, town, or village Binghamton
Daytime contact number 607-778-6001	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 030200 160.46-3-12	
Account number (as appears on tax bill)		Amount of taxes currently billed	
Reasons for requesting a correction to tax roll: Due to a clerical error, this property was suppose to be exempt at the time of transfer with exemption code 25900 as of Deed Date 10/05/2021. This property is entitled to the 25900 exemption for the 2022 roll year.			

I hereby request a correction of tax levied by City of Binghamton for the year(s) 2023.  
(County, city, village, etc.)

Signature of applicant 	Date 12-15-22
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### Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 12-15-22	Period of warrant for collection of taxes 1-1-23
Last day for collection of taxes without interest	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official 	Date 1-16-23

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

### Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error  Error in essential fact  Unlawful Entry

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
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Department of Taxation and Finance  
Office of Real Property Tax Services

# Application for Corrected Tax Roll

**RP-554**  
(12/19)

### Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Kevin J Dumas		
Mailing address of owners (number and street or PO box) 552 North Rd.		Location of property (street address) 4 Bromley Ave
City, village, or post office Binghamton	State NY	ZIP code 13904
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 144.27-1-11
Account number (as appears on tax bill) 00001302620		Amount of taxes currently billed 2,258.69
Reasons for requesting a correction to tax roll: Water/sewer relevy error.		

I hereby request a correction of tax levied by City of Binghamton for the year(s) 2023.  
(County, city, village, etc.)

Signature of applicant <i>Susan M. Pajuly</i>	Date 1-4-23
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Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 1-4-23	Period of warrant for collection of taxes 1-1-2023
Last day for collection of taxes without interest	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official <i>Susan M. Pajuly</i>	Date 1-16-23

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_ :  
(insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error  Error in essential fact  Unlawful Entry

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
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# Application for Corrected Tax Roll

### Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners BC Land Bank Corp			
Mailing address of owners (number and street or PO box) 60 Hawley St		Location of property (street address) 61 Park Ave.	
City, village, or post office Binghamton	State NY	ZIP code 13901	City, town, or village Binghamton
Daytime contact number 607-778-6001	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 030200 160.80-4-12	
Account number (as appears on tax bill)		Amount of taxes currently billed	
Reasons for requesting a correction to tax roll: Due to a clerical error, this property was suppose to be exempt at the time of transfer with exemption code 25900 as of Deed Date 10/05/2021. This property is entitled to the 25900 exemption for the 2022 roll year.			

I hereby request a correction of tax levied by City of Binghamton for the year(s) 2023.  
(County, city, village, etc.)

Signature of applicant 	Date 12-15-22
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### Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 12-15-22	Period of warrant for collection of taxes H-23
Last day for collection of taxes without interest	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official 	Date 1-16-23

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

### Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error  Error in essential fact  Unlawful Entry

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
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NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR CORRECTION OF  
MULTIPLE-PARCEL ERRORS

**Part I.** To be completed by Applicant, in triplicate. For correction of real property taxes, submit three copies of this application to county director of real property tax services. (Except: in Tompkins and Nassau Counties, submit to chief assessing officer; in a village which has retained its assessing unit status, submit to the village assessor or chairman of the board of trustees).

1. Name of Applicant: County of Broome  
Mailing Address: 60 Hawley St.  
Binghamton, NY 13901  
Telephone Numbers: Day ( ) \_\_\_\_\_  
Evening ( ) \_\_\_\_\_

2. **APPLICANT** must attach a separate sheet giving the following information for each parcel affected by the error:
- a. Description of property as indicated on assessment roll (include tax map designation);
  - b. Account number (as shown on tax bill);
  - c. Name of owner of parcel;
  - d. Name of taxpayer if other than owner;
  - e. Tax billing address for parcel;
  - f. Amount of taxes currently due; and
  - g. Proper amount of tax.

3. I hereby request a correction of the tax levied against each parcel listed on the attached sheet for the year(s) 2023 by City of Binghamton\*, for the following reason:

- Mathematical error in computation of partial exemption.
- Mathematical error in computation or extension of the tax.
- Mistake in the determination or transcription of a special assessment or other charge based on units of service provided by a special district.
- Real property entirely outside the boundaries of the assessing unit, school district or special district in which the real property is designated as being located.

Explanation, if necessary (if mathematical error in exemption computation identify exemption):

County owned - wholly exempt - need to cancel taxes

1-6-23  
Date

*Suzanne M. Taylor*  
Signature of Applicant

\*County, city, village, school district; town in Westchester County.

City of Binghamton

<u>Tax Map #</u>	<u>Acct#</u>	<u>Prop. Location</u>	<u>Current Tax</u>
160.59-2-23	00000610330	23 Evans St.	\$373.87
143.68-1-6	00000109230	89 Glenwood Ave.	\$1648.36
143.68-4-26	00000112460	39 Julian St.	\$1688.65
144.71-3-9	00000121910	28 Spring Forest Ave.	\$24832.69
144.73-1-7	00000107550	12 Franklin St.	\$934.68
144.75-2-31	00001103690	111 Liberty St.	\$1162.11
144.79-1-5	00000107190	15 Everett St.	\$1588.95
144.79-2-23	00000109902	30 Gregory Ln.	\$1464.33
144.79-3-22	00000106740	33 Elm St.	\$1467.44
144.80-2-51	00000124400	44 Winding Way	\$1058.61
144.83-1-32	00001105280	17 Munsell St.	\$224.32
144.83-1-41	00001103930	80 Liberty St.	\$1998.01
144.83-2-24	00001106770	31 Robinson St.	\$1102.92
144.83-2-29	00001106720	21 Robinson St.	\$5574.17
144.83-3 -14	00001107110	36 Robinson St.	\$218.09
145.37-1-13	00001302550	18 Broad St.	\$1526.64
145.45-3-13	00001309090	170 Moeller St.	\$1744.73
145.46-1-36	02145461360	165.5 Bevier St.	\$46.73
145.62-4-34	00001211510	8 Gray St.	\$981.42
145.80-3-19	00001222130	5 Wagner St.	\$2336.69
159.36-4-11	00000424260	57 Schubert St.	\$2087.45
160.21-3-6	00000202750	13.5 Jarvis St.	\$1246.23
160.22-1-11	00000121770	8 Slauson Ave.	\$623.12

City of Binghamton

<u>Tax Map #</u>	<u>Acct#</u>	<u>Prop. Location</u>	<u>Current Tax</u>
160.23-3-8	00000205490	6 Thorp St.	\$778.90
160.23-3-15	00000202340	56 Gerard Ave.	\$87.24
160.24-3-8	00000205340	166 Oak St.	\$934.68
160.30-3-30	00000203095	100.5 Main St.	\$1498.51
160.31-1-33	00000203910	28 Mather St.	\$1090.46
160.35-2-5	00001001630	192 Henry St.	\$591.96
160.39-2-26	00000302880	132 Chapin St.	\$2321.12
160.47-3-45	00000307160	34 Leroy St.	\$1398.91
160.52-2-25	00000603340	57 Broome St.	\$2336.69
160.58-2-21	00000612410	15 Hancock St.	\$1713.58
160.60-3-17	00000610960	74 Evans St.	\$810.06
160.67-2-21	00000615540	20 Kress St.	\$1370.86
160.67-2-22	00000615550	22 Kress St.	\$62.31
160.67-4-7	00000600240	28 Alfred St.	\$996.99
160.74-2-9	00000616660	14 McNamara Ave.	\$1539.11
161.22-2-37	00001209281	12 Gaylord St.	\$1713.58
160.30-1-17	00000609700	11 Duke St.	\$1012.57
161.39-1-18	00000620460	81 Saratoga Ave.	\$1975.28
161.46-3-39	00000616840	28 Medford St.	\$1560.87
176.32-3-12	00000513760	118 Park Ave.	\$2043.83
161.47-2-31	00000618390	26 Overland Dr.	\$436.19
161.24-2-23	00001205540	502.5 Court St.	\$249.76
160.59-2-23	00000610330	23 Evans St.	\$373.87



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

Date: February 8, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT A NYS DEPARTMENT OF  
HOMELAND SECURITY FEMA GRANT**

WHEREAS, the City of Binghamton is eligible for a NYS Department of Homeland Security FEMA Grant in the amount of \$1,137,500 to be used to fix Hiner Road to pre-disaster conditions as approved by FEMA; and

WHEREAS, the grant was awarded with 75% Federal Aid in the amount of \$975,000, 12.5% State Aid in the amount of \$162,500 and a 12.5% local match, with the City contributing \$162,500 from budget line H5112.555555.F4397 (Hiner Road-Mitigation); and

WHEREAS, the grant funds will be administered by the City Engineer or his designee; and the estimated date of completion will be October 2023.

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 execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as may be necessary to accept a NYS Department of Homeland Security FEMA Grant in the amount of \$1,137,500 to be used to fix Hiner Road.



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

Date: February 8, 2023

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

Introduced by Committee: Planning

**ORDINANCE**

*entitled*

AN ORDINANCE AUTHORIZING THE SALE OF  
180-186 HENRY STREET, 77 PINE STREET,  
AND 162 HENRY STREET TO KEARNEY  
REALTY & DEVELOPMENT GROUP, INC. FOR  
\$1

WHEREAS, the City of Binghamton is the owner of certain real property's located at 180-186 Henry Street, Binghamton, New York, Tax Parcel 160.35-2-1, 160.35-2-2, 160.35-2-3; 77 Pine Street, Binghamton, New York, Tax Parcel 160.35-2-25; and 162 Henry Street, Binghamton, New York, Tax Parcel 160.34-1-41 (the "Premises"); and

WHEREAS, Kearney Realty & Development Group, Inc. plan to build a mixed-use, mixed-income development comprised of approximately 65 residential units and 4 commercial spaces on the Premises; 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 January 11, 2023.

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 Kearney Realty & Development Group, Inc. by Quitclaim Deed for \$1 to be paid by cash, certified, or local bank check.

Section 2. This transfer is subject to the following conditions (i) the Premises may only be used for the purposes of the Stadium Lofts Project as reviewed and approved by the City of Binghamton Planning Commission in their decision letter dated November 21, 2022, and (ii) the Premises may not be used for any other purpose unless approved by the Mayor, City Council, and the City of Binghamton Planning Commission.

Section 3. That this Ordinance shall take effect immediately.



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

Date: February 8, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT THE HOMELAND SECURITY  
(SUASP) FEDERAL EXPLOSIVE DETECTION  
CANINE GRANT**

WHEREAS, the City of Binghamton Police Bureau is eligible to receive a Homeland Security (SUASP) Explosive Detective Canine Grant, Project CP20-1023-E00, in the amount of \$15,000; and

WHEREAS, the funds will be used to purchase canine explosive detection training aids including: detection boxes, agility apparatuses, scent detection, wall accessories, stash boxes, behavior shaping device, explosive scent case, and remote launch devices; and

WHEREAS, the grant does not require a local match; the grant funds will be administered by Captain Bidwell, or his designee; and the estimated date of completion is August 31, 2023.

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 execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as may be necessary to accept a Homeland Security (SUASP) Explosive Detective Canine Grant, in the amount of \$15,000 for explosive detection training aids; and that funds will be available in budget line H3120.555555.P0073 (Explosive Detective Canine Grant).



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

Date: February 8, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT THE COPS HIRING PROGRAM  
GRANT**

WHEREAS, the City of Binghamton Police Bureau is eligible to receive a COPS Hiring Program Grant, in the amount of \$375,000 to fund the hiring of 3 new police officers through COPS; and

WHEREAS, the grant was awarded with a 45% local match, with the City contributing \$309,292.89 from budget line A3120.51000 (Personal Services); and

WHEREAS, the grant funds will be administered by Captain Bidwell, or his designee; and the estimated date of completion is March 31, 2026; and the officers employed must be retained for 12 months after end.

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 execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as may be necessary to accept a COPS Hiring Program Grant, in the amount of \$375,000 for hiring 3 new police officers.



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

Date: February 8, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ACCEPT THE FISCAL YEAR 2022 EDWARD  
BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT

WHEREAS, the City of Binghamton is eligible for a FY 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG Grant) in the amount of \$31,937 to be used to fund police officer patrols in City Parks in the summer; and

WHEREAS, the JAG Grant will require a Memorandum of Understanding with Broome County; and

WHEREAS, the JAG Grant does not require local match; the grant funds will be administered by the Crime Prevention Lieutenant or his designee; and the estimated date of completion will be September 30, 2025.

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 execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as may be necessary to accept a FY 2022 Edward Byrne Memorial Justice Assistance Grant Program grant in the amount of \$31,937; and to enter into a Memorandum of Understanding with Broome County establishing the City of Binghamton as the grant administering municipality; and that funds will be available in budget line H3120.555555.P0074 (Edward Byrne Memorial Justice Assistance Grant).





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

Date: February 8, 2023

Sponsored by Council Members: Resciniti, Scanlon, Scaringi

Introduced by Committee: Planning

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN AGREEMENT WITH  
GENUINE PARTS COMPANY (d/b/a NAPA  
AUTO PARTS) TO PROVIDE INTEGRATED  
BUSINESS SOLUTIONS

WHEREAS, the Mayor of the City of Binghamton wishes to enter into an agreement with Genuine Parts Company (d/b/a NAPA Auto Parts) to provide integrated business solutions, as stated in the contract attached hereto.

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, Genuine Parts Company (d/b/a NAPA Auto Parts) to provide integrated business solutions, as stated in the contract attached hereto.

**INTEGRATED SUPPLY AGREEMENT**  
**BY AND BETWEEN**  
**GENUINE PARTS COMPANY**  
**AND**  
**CITY OF BINGHAMTON, NEW YORK**

**INTEGRATED SUPPLY AGREEMENT  
BY AND BETWEEN  
GENUINE PARTS COMPANY  
AND  
CITY OF BINGHAMTON, NEW YORK**

**THIS INTEGRATED SUPPLY AGREEMENT** (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and the **CITY OF BINGHAMTON, NEW YORK** (“CUSTOMER”), to be effective as of the 30th day of December, 2022 (the “Effective Date”).

**W I T N E S S E T H**

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, “Sourcewell”), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, “Sourcewell Contract”), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, “Member”), CUSTOMER and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory” or “Products”) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

**1. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.
- (d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

**2. CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

17 Broad Street  
Binghamton, NY 13904

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

**3. TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract,

Sourcewell Contract

the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

**4. DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

**5. DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves

the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER'S Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER'S parts or other inventory with NAPA'S parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA'S employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

**6. ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

**7. PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25<sup>th</sup> day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from

NAPA within 10 days of the 25<sup>th</sup> day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are three pricing options available to CUSTOMER. Those pricing options are Pricing Option #1 (Management Fee), Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses), and Pricing Option #2b (Higher Gross Profit on Products/No Monthly Operating Expenses). The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

### **PRICING OPTION #1 (MANAGEMENT FEE)**

**CUSTOMER INITIALS:** \_\_\_\_\_

The overall objective of CUSTOMER's pricing plan is for: (i) NAPA to provide Products in accordance with the Pricing Plan Summary set forth below, (ii) NAPA to provide Outside Services in accordance with the Pricing Plan Summary set forth below, (iii) reimbursement by CUSTOMER of each On Site Store's operating expenses, and (iv) payment by CUSTOMER of the Management Fee (as defined below). By billing CUSTOMER for these four categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price,***" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product Price,***" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) ***Outside Services Price.*** Outside Services are those services not traditionally performed by NAPA. The pricing of Outside Services shall be billed in accordance with the Pricing Plan Summary defined below.
- (c) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance

policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

- (d) **Management Fee.** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

**PRICING PLAN SUMMARY**

NAPA Product Price	Billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost
Non-NAPA Product Price	Billed to CUSTOMER at NAPA’s current product acquisition cost
Outside Services Price	Billed to CUSTOMER at NAPA’s cost
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products, Outside Services, Operational Expenses, and Management Fee are billed to CUSTOMER.



NAPA Product shall be billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost. Non-NAPA Product shall be billed to CUSTOMER at NAPA's current product acquisition cost, and Outside Services shall be billed to CUSTOMER at NAPA's cost. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement. Operational Expenses will be charged to CUSTOMER in accordance with Section 7(c) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all Products (both NAPA and Non-NAPA) and Outside Services sold to the CUSTOMER during the preceding month at the prices set forth in the pricing plan summary above less purchase returns.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products, Outside Services, Operational Expenses and Management Fees billed to CUSTOMER pursuant to this Section 7 shall be set at \$\_\_\_\_\_ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** \_\_\_\_\_

**PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)**

**CUSTOMER INITIALS:** \_\_\_\_\_

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary

catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER’s price would be $\$1.00/.90=\$1.11$
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for

	CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be \$1.00/.90=\$1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at \$\_\_\_\_\_ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** \_\_\_\_\_

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**PRICING OPTION #2b (HIGHER GROSS PROFIT ON PRODUCTS / NO MONTHLY OPERATING EXPENSES)**

**CUSTOMER INITIALS:** \_\_\_\_\_

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing CUSTOMER for the Products, NAPA's On Site Store(s) will achieve its target ten

percent (10%) net profit for the Agreement (the “Net Profit Target”). CUSTOMER’s pricing plan is comprised of the following elements:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) “**NAPA Product Price**,” which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) “**Non-NAPA Product Price**,” which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA’s proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
  
- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

### **PRICING PLAN SUMMARY**

NAPA Product Price	Billed to CUSTOMER on a “9074 NAPA Pricing Profile”
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Non-NAPA Product Price	Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .75) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\$1.00/.75=\$1.33$
Operational Expenses	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for Products billed to CUSTOMER pursuant to this Section 7 shall be set at \$\_\_\_\_\_ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

**CUSTOMER INITIALS** \_\_\_\_\_

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

## **8. INSURANCE.**

(a) NAPA acknowledges and agrees that CUSTOMER will elect to self-insure for workers' compensation insurance for its employees and general liability insurance covering its property.

(b) NAPA shall maintain during the term of this Agreement workers' compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

**9. NO LIENS.** CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

**10. PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

**11. WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**12. TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**13. EFFECT OF TERMINATION.** Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

**14. BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

**CUSTOMER INITIALS:** \_\_\_\_\_

**15. INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

**16. NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: 2999 Wildwood Parkway  
Atlanta, GA 30339  
Attn: General Counsel

As to CUSTOMER: Binghamton City Hall  
38 Hawley St.  
Binghamton, NY 13901  
Attn: Jarod M. Kraham-Mayor

With a copy to: Binghamton City Hall  
38 Hawley St.  
Binghamton, NY 13901  
Attn: City-Corporation Counsel

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

**17. FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

**18. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective



officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**19. AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**20. NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

**21. LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

**22. LIMITATION OF LIABILITY. WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.**

**23. INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

**24. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of New York. The parties agree that the courts of the County of Broome, New York shall have the sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**26. SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

27. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

**[Signatures Appear on Next Page]**

**IN WITNESS WHEREOF**, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF BINGHAMTON, NEW YORK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**ASSIGNMENT**

See attached.

## ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter “Assignor”), hereby assigns, transfers, sets over and delivers to VOLO’S AUTO SUPPLY, INC., a New York corporation (hereinafter “Assignee”), all of Assignor’s rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated December 30, 2022 by and between Genuine Parts Company and the City of Binghamton, New York (the “Integrated Supply Agreement”).

**Location(s):** 17 Broad Street  
Binghamton, NY 13904

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by “NAPA” in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as “NAPA” therein.

The City of Binghamton, New York hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on December 30, 2022.

[Signatures appear on following page]

**IN WITNESS WHEREOF**, the undersigned have set their hands this 30th day of December, 2022.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

VOLO'S AUTO SUPPLY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed and acknowledged:

CITY OF BINGHAMTON, NEW YORK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

**SAMPLE PROFIT AND LOSS STATEMENT**

See attached.

**EXHIBIT C**

**SOURCEWELL CONTRACT**

A copy of the Sourcewell Contract can be found at: <https://www.sourcewell-mn.gov/cooperative-purchasing/110520-gpc>.