



# 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, March 1, 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 February 8, 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**

**VII. PUBLIC HEARING**

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"

**VIII. SET PUBLIC HEARINGS**



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## **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**

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

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

## **XII. FIRST READING LEGISLATION**

### **A. PREFERRED AGENDA**

#### **Introductory Ordinance 23-36. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 General Fund budget for ambulance billing charges

#### **Introductory Ordinance 23-39. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 General Fund budget for on call pay and ERS/PFRS retirement

#### **Introductory Ordinance 23-40. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 Refuse Fund budget for gas/diesel

#### **Introductory Ordinance 23-42. Considered in Finance: Scanlon**

An Ordinance amend the 2022 BJCJSTP budget for the 5 year cycle cleaning of the digester

#### **Introductory Ordinance 23-43. Considered in Employees: Strawn**

An Ordinance to amend Chapter 124, Personnel Policies, of the Code of the City of Binghamton

#### **Introductory Ordinance 23-44. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 BJCJSTP budget for water line

#### **Introductory Ordinance 23-45. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 BJCJSTP budget for local system cost

#### **Introductory Ordinance 23-46. Considered in Finance: Scanlon**

An Ordinance to repurchase 72 Court Street from Vision 72, LLC



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**Introductory Resolution 23-11. Considered in Finance: Scanlon**

A Resolution authorizing the Mayor to accept the 2023 Broome County Youth Bureau Grant for the summer fun program

**Introductory Resolution 23-12. Considered in PW/Parks: Resciniti**

A Resolution authorizing the Rumble Ponies to conduct fireworks displays in 2023

**Introductory Resolution 23-13. Considered in Finance: Scanlon**

A Resolution authorizing the City of Binghamton to accept a Restore NY Grant from Empire State Development for 187 Clinton Street

**Introductory Resolution 23-14. Considered in Finance: Scanlon**

A Resolution authorizing the Mayor to enter into an agreement with Chianis & Anderson Architects PLLC for additional architectural and engineering services at Mirabito Stadium

**B. NON PREFERRED AGENDA**

**Introductory Ordinance 23-34. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 BJCSTP budget to create a capital reserve

**Introductory Ordinance 23-35. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 General Fund Police budget for various items

**Introductory Ordinance 23-37. Considered in Planning: Resciniti**

An Ordinance to amend the Code of the City of Binghamton, Chapter 410, Zoning, to add additional language

**Introductory Ordinance 23-38. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 Water budget for various items

**Introductory Ordinance 23-41. Considered in Finance: Scanlon**

An Ordinance to amend the 2022 Sewer Fund budget for BAN interest

**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, 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.

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

**Project Number:** None

**Date:** February 8, 2023

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

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

**Name of Action:** Sale of 180-186 Henry St., 77 Pine St., & 162 Henry St., Binghamton, New York.

**SEQRA Status:** Type 1  Unlisted

**Conditioned Negative Declaration:** Yes  No

**Description of Action:** The City of Binghamton is transferring 180-186 Henry St., 77 Pine St., & 162 Henry St., Binghamton, New York, Tax Parcel Nos. 160.35-2-1, 160.35-2-2, 160.35-2-3, 160.35-2-25, 160.34-1-41, to Kearney Realty Development Group Inc.

**Location:** 180-186 Henry St., 77 Pine St., & 162 Henry St., Binghamton, New York

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

This is the sale of City property for the construction of a mixed-use building with 65 dwelling units and 4,300 square feet of commercial space and one ancillary parking area. The Purchaser is a private New York State developer that intends to create affordable housing units. All parcels in the subject site are currently vacant, and the proposed site plan, land use, and associated variances have been approved by the City Planning Commission and Zoning Board of Appeals.

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

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

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

The action will not create a material conflict with a community's current plans or goals as officially approved or adopted. The proposal conforms to the Stadium District Master Plan and is supported by the City's Comprehensive Plan.

The action will not impair the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character. The proposed development has been approved by both the City's Planning Commission and Zoning Board of Appeals, both of which conducted uncoordinated SEQRA review on the project.

The action will not cause a major change in the use of either the quantity or type of energy.  
The action will not create a hazard to human health.

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

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

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

**For Further Information – Contact Person:** Giovanni Scaringi, Ph.D., President  
City of Binghamton City Council  
City Hall  
38 Hawley Street  
Binghamton, New York 13901  
(607)-772-7005 (City Clerk's Office)

BAJ



**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”).

**WITNESSETH**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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 Sourcwell Contract can be found at: <https://www.sourcwell-mn.gov/cooperative-purchasing/110520-gpc>.



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

Date: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022  
GENERAL FUND FIRE BUDGET FOR  
AMBULANCE BILLING CHARGES**

WHEREAS, the Fire Chief and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 General Fund Fire budget for ambulance billing charges in the amount of \$24,215.71; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2022 General Fund Fire budget for ambulance billing charges in the amount of \$24,215.71 as follows:

- (i) \$24,215.71 increase revenue budget line A.42260 (Public Safety Charges)
- (ii) \$24,215.71 increase expense budget line A3410.54410 (Professional Services)

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: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022  
GENERAL FUND BUDGET FOR ON CALL PAY  
AND ERS/PFRS RETIREMENT**

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2022 General Fund budget for on call pay and ERS/PFRS retirement in the amount of \$89,967.58; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2022 General Fund budget for on call pay and ERS/PFRS retirement in the amount of \$89,967.58 as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$89,967.58 A9060.58000C (Health Ins.)	\$ 7,921.91 A9010.58000A (ERS)
	62,952.53 A9015.58000 (PFRS)
	3,720.00 A5142.51012 (Snow OC Pay)
	<u>15,373.14 A9030.58000B (Social Sec.)</u>
<hr/> \$89,967.58	\$89,967.58

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: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022  
REFUSE FUND BUDGET FOR GAS/DIESEL**

WHEREAS, the Commissioner of DPW and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 Refuse Fund budget for gas/diesel in the amount of \$17,200; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2022 Refuse Fund budget for gas/diesel in the amount of \$17,200 as follows:

Transfer From (Decrease):

\$17,200 CL8160.51000 (Per.Ser.-Sr.Maint.)

Transfer To (Increase):

\$17,200 CL8160.54112 (Gas/Diesel)

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: March 1, 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 THE 5 YEAR CYCLE CLEANING OF THE  
DIGESTER

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 increase the 5 year cycle cleaning of the Digester in the amount of \$8,000.

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 increase the 5 year cycle cleaning of the Digester in the amount of \$8,000 as follows:

- (i) \$8,000 increase expense budget line JH8130.554045 (Digester 5yr Cycl.Cl.)
- (ii) \$8,000 increase revenue budget line JH.45031 (Interfund Transfer)
- (iii) \$8,000 increase expense budget line J9950.59000 (Transfer to Capital)
- (iv) \$8,000 decrease expense budget line J8130.55000 (Contingency)

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

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

\_\_\_\_\_  
Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: March 1, 2023

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

Introduced by Committee: Employees

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND CHAPTER 124,  
PERSONNEL POLICIES, OF THE CODE OF THE  
CITY OF BINGHAMTON**

WHEREAS, the Council of the City of Binghamton wishes to amend the Code of the City of Binghamton, Chapter 124, *Personnel Services*, §124-17, *Annual Leave*, to amend language.

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 124, *Personnel Services*, §124-17, *Annual Leave*, to amend language as follows:

§ 124-17. Annual leave. [Amended 12-20-1999 by Ord. No. 99-187; Amended 4-7-08 by Ord. No. 16- 2008; Amended 12-21-09 by Ord. No. 42-2009; Amended 5-22-2013 by Ord. No. 39-2013; Amended 11- 20-2013 by Ord. 13-87; Amended 2-12-16 by Ord. No. 16-04; Amended 1-6-17 by Ord. No. 16-105; Amended 12-23-2020 by Ord. No. 20-115; **Amended 3-1-23 by Ord. No. \_\_\_\_\_** ]

B. Officers, employees not represented by recognized employee organizations. Any officer or employee of the City of Binghamton who is not represented by a recognized employee organization pursuant to the provisions of Article 14 of the Civil Service Law shall earn annual leave at the rates set forth hereinafter:

(1) Officers and employees of the City of Binghamton (the “City”) shall earn and accumulate annual leave days at the rate of ½ day per biweekly period **or as may be awarded by the Mayor up to 20 days a year.** An officer or employee shall not earn annual leave credit for any biweekly pay period unless he or she is in full pay status for at least seven workdays during such biweekly pay period. **If the Mayor awards annual leave days in excess of ½ day per biweekly period and the additional annual leave days below, then additional annual leave days will not accrue until total annual leave days awarded equal total annual leave days accumulated.**

Section 2. That this Ordinance shall take effect immediately.



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

Date: March 1, 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 WATER LINE

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 for water line in the amount of \$3,568.67.

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 for water line in the amount of \$3,568.67 as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$3,568.67 J8130.55000 (Contingency)	\$3,568.67 J8130.54221 (Water Line)

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

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

\_\_\_\_\_  
Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: March 1, 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 LOCAL SYSTEM COST

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 for local system cost in the amount of \$117,745.38.

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 for local system cost in the amount of \$117,745.38 as follows:

Transfer From (Decrease):

\$117,745.38 J8130.54001.JG (Debt Svc.Pmts.)

Transfer To (Increase):

\$117,745.38 J8130.54000.JG  
(Loc.Sys.Cost)

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

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

\_\_\_\_\_  
Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO REPURCHASE 72 COURT  
STREET FROM VISION 72, LLC**

WHEREAS, pursuant to Permanent Ordinance 21-143, dated December 8, 2021, City Council amended the contract for 72 Court Street for a closing date of December 2021; and

WHEREAS, pursuant to Permanent Ordinance 23-17, dated January 11, 2023, City Council terminated the contract and requested that in exchange for the deed back to the City of Binghamton, and that the City would repay the original purchase price to Vision 72, LLC; and

WHEREAS, the City wishes to repurchase 72 Court Street from Vision 72, LLC in the amount of \$75,000; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2023 General Fund budget for the repurchase of 72 Court Street from Vision 72, LLC in the amount of \$75,000 as follows:

- (i) \$75,000 increase revenue budget line A.49999 (Fund Balance)
- (ii) \$75,000 increase expense budget line A1364.54681 (Taxes/Purchase of Real Property)

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: March 1, 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 THE 2023 BROOME COUNTY  
YOUTH BUREAU GRANT FOR THE SUMMER  
FUN PROGRAM

WHEREAS, the City of Binghamton is eligible for the 2023 Broome County Youth Bureau Grant in the amount of \$11,250 to be used for the staffing costs of the Summer Fun Program; and

WHEREAS, the Grant requires a local match in the amount of \$88,750 from budget line A7140.51800 (Temporary Services); the grant funds will be provided upfront, and the Grant will be administered by the Parks and Recreation Supervisor or his designee; and the estimated date of completion will be September 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 the 2023 Broome County Youth Bureau Grant in the amount of \$11,250; and that local match funds will be available in budget line A7140.51800 (Temporary Services).



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

Date: March 1, 2023

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

Introduced by Committee: PW/Parks

**RESOLUTION**

*entitled*

**A RESOLUTION AUTHORIZING THE RUMBLE  
PONIES TO CONDUCT FIREWORKS DISPLAYS  
IN 2023**

WHEREAS, pursuant to the Code of the City of Binghamton § 229-2, *Fireworks authorized*, § 235-18, *Fireworks displays*, and New York State Penal Law § 405, it is necessary for the Council of the City of Binghamton to authorize any requested fireworks displays; and

WHEREAS, the Binghamton Rumble Ponies have requested to conduct fireworks displays at Mirabito Stadium on the various dates listed in the attached schedule.

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

RESOLVE that the Binghamton Rumble Ponies are hereby granted permission to hold fireworks displays on the various dates listed in the attached schedule; and be it further

RESOLVED that all displays are subject to approval by the Fire Marshall; and be it further

RESOLVED that the Binghamton Rumble Ponies pay all applicable fees, and comply with all safety precautions, road closings, and other requirements and obligations as required by the Code of the City of Binghamton § 229-2, *Fireworks authorized*, § 235-18, *Fireworks displays*, and New York State Penal Law § 405.





PROUD DOUBLE-A AFFILIATE OF THE NEW YORK METS



## 2023 Binghamton Rumble Ponies Fireworks Dates

Date	Game Time
APR 11th Tues	(6:07PM)
<del>Apr 28th Fri</del>	<del>(6:05PM)</del>
May 12 Th Fri	(6:35PM)
May 26 Th Fri	(7:05PM)
May 28 Th Sun	(6:35PM)
June 16th Fri	(7:05PM)
June 18 <sup>th</sup> Sun	(6:35PM)
June 30th Fri	(7:05PM)
July 3rd Mon	(7:05PM)
July 14th Fri	(7:05PM)
July 21st Fri	(7:05PM)
Aug 4th Fri	(7:05PM)
Aug 18th Fri	(7:05PM)
Sept 1st Fri	(7:05PM)
Sept 3 <sup>rd</sup> Fri	(6:35PM)
Sept 15 <sup>th</sup> Fri	(7:05PM)
Aug. 17 <sup>th</sup> Thurs.	(6:35 PM)

**Mirabito**  
STADIUM

**211 HENRY STREET, BINGHAMTON, NY 13901**

**607.722.3866 | WWW.BINGPP.COM**



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

Date: March 1, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE CITY OF  
BINGHAMTON TO ACCEPT A RESTORE NY  
GRANT FROM EMPIRE STATE  
DEVELOPMENT FOR 187 CLINTON STREET

WHEREAS, the City of Binghamton has been awarded a Restore NY grant in the amount of \$2,950,000 from Empire State Development to be used for construction of a four story, residential building on a vacant lot located at 187 Clinton Street, Binghamton, New York, Tax Parcel No. 160.22-1-2, that will contain 102 affordable rental units, with complimentary commercial and community space; and

WHEREAS, the City will pay matching funds in the amount of \$2,500,872 from budget line H8666.555555.C0044 (Restore NY Grant 6); that the Director of Economic Development will be the grant project manager; and that the anticipated date of project completion is June 2024.

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 the Restore NY grant in the amount of \$2,950,000 from Empire State Development; and that local match funds will be available in budget line H8666.555555.C0044 (Restore NY Grant 6).



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

Date: March 1, 2023

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

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN AGREEMENT WITH  
CHIANIS & ANDERSON ARCHITECTS PLLC  
FOR ADDITIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES AT MIRABITO  
STADIUM

WHEREAS, pursuant to Permanent Resolution 22-17, dated February 23, 2022, the Mayor of the City of Binghamton entered into an agreement with Chianis & Anderson Architects PLLC for architectural and engineering services at Mirabito Stadium for Phase 2 Professional Development League Improvements; and

WHEREAS, pursuant to Permanent Resolution 22-53, dated May 4, 2022, the Mayor of the City of Binghamton entered into an agreement with Chianis & Anderson Architects PLLC for additional architectural and engineering services at Mirabito Stadium including a second female locker room facility to meet the standards of the Met's organization; and

WHEREAS, the Purchasing Agent recommends additional architectural and engineering services at Mirabito Stadium for Phase 2 Professional Development League Improvements at a cost not to exceed \$162,613.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with Chainis & Anderson Architects PLLC for additional architectural and engineering services at Mirabito Stadium for Phase 2 Professional Development League Improvements, at a cost not to exceed \$162,613; and that funds will be available in budget line H1310.525209.11921 (Mirabito Stadium Facility Improvements).

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: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

AN ORDINANCE TO AMEND THE 2022  
BINGHAMTON-JOHNSON CITY JOINT  
SEWAGE TREATMENT FACILITIES BUDGET  
TO CREATE A CAPITAL RESERVE

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, pursuant to General Municipal Law (“GML”) § 6-c, the Common Council of the City of Binghamton (“City Council”) and the Village of Johnson City Board of Trustees (“Trustees”), wish to establish a Capital Reserve fund to finance a Capital Reserve for improvements for the City of Binghamton and Johnson City Sewer Board plant; and

WHEREAS, the Mayors of the City of Binghamton and Johnson City, City Council, Trustees, and Fiscal Officer of the Joint Sewage Board have proposed to finance the reserve fund established herein in the amount of \$1,384,773.06 from any unappropriated unreserved Fund Balance.

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

Section 1. That pursuant to GML § 6-c, as amended, there is hereby established a Capital Reserve fund to be known as the “Capital Reserve” for the Binghamton-Johnson City Joint Sewage Project.

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

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

\_\_\_\_\_  
Chuck Shager, Comptroller/JSB Fiscal Officer



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

Date: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022  
GENERAL FUND POLICE BUDGET FOR  
VARIOUS ITEMS**

WHEREAS, the Police Chief and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 General Fund Police budget for various items in the amount of \$32,082.82; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2022 General Fund Police budget for various items in the amount of \$32,082.82 as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$ 3,600.00 A3120.51000 (Per.Ser.-Police Officer)	\$20,505.82 A3120.54112 (Gas/Diesel)
10,000.00 A3120.54110 (Veh.Parts)	6,347.87 A3120.51600 (Holiday Pay)
9,100.00 A3120.51678 (Field Training)	5,229.13 A3120.51677 (Incentive Pay)
6,400.00 A3120.51900 (Overtime)	
<u>2,982.82 A3120.51620 (Wage Diff.)</u>	
\$32,082.82	\$32,082.82

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: March 1, 2023

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

Introduced by Committee: Planning

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE CODE OF  
THE CITY OF BINGHAMTON, CHAPTER 410,  
ZONING, TO ADD ADDITIONAL LANGUAGE**

WHEREAS, the Council of the City of Binghamton wishes to amend the Code of the City of Binghamton, Chapter 410, *Zoning*, §410-19, *Accessory Buildings and Uses*, to add additional language.

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 410, *Zoning*, §410-19, *Accessory Buildings and Uses*, to add additional language as follows:

§ 410-19. Accessory buildings and uses. [Amended 8-7-2013 by Ord. No 13-49; Amended 12-18-19 by Ord. No 19-157; Amended 3-1-23 by Ord. No. \_\_\_\_\_]

**M. Residential Amenity and Assembly Spaces.**

**When located in residential or mixed-use building as accessories to a residential use, amenity spaces including fitness centers, common kitchens, and computer rooms, and assembly spaces including lounges, theaters, and billiard rooms, shall be regulated as follows:**

- 1. Congregate living facilities, multiple-unit dwellings, and properties containing more than 12 total bedrooms shall not contain any assembly spaces or other amenity spaces that are accessory to the residential use below grade, with the exception of structured parking, laundry facilities, and/or storage facilities. Any below-grade laundry or storage facilities shall be proportioned and constructed such that they do not allow an occupancy limit above 10 persons per partitioned space.**
- 2. In congregate living facilities, multiple-unit dwellings, and properties containing more than 12 total bedrooms, the occupancy limit of any above-grade residential amenity or assembly space shall not exceed 25 persons.**
- 3. The actual occupancy limit shall be determined by the Fire Marshal based on square footage, intended use and furnishings/equipment, not to exceed the limits above.**

Section 2. That this Ordinance shall take effect immediately.



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

Date: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022 WATER  
BUDGET FOR VARIOUS ITEMS**

WHEREAS, the Water/Sewer Superintendent and the Comptroller of the City of Binghamton find it proper and necessary to amend the 2022 Water budget for various items in the amount of \$34,064; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2022 Water budget for various items in the amount of \$34,064 as follows:

Transfer From (Decrease):

\$17,000 FX8330.54665 (Waste Water Fee)  
17,064 FX8330.51000 (Per.Ser.-WTO)

\_\_\_\_\_  
\$34,064

Transfer To (Increase):

\$19,323 FX8330.51900 (Overtime)  
6,628 FX8330.54201 (Gas/Heat)  
8,099 FX8340.51900 (Overtime)  
\_\_\_\_ 14 FX9055.58000F (Disability)

\_\_\_\_\_  
\$34,064

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: March 1, 2023

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

Introduced by Committee: Finance

**ORDINANCE**

*entitled*

**AN ORDINANCE TO AMEND THE 2022 SEWER  
FUND BUDGET FOR BAN INTEREST**

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2022 Sewer Fund budget for BAN interest in the amount of \$27,236.75; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on March 1, 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 amend the 2022 Sewer Fund budget for BAN interest in the amount of \$27,236.75 as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$27,236.75 G9710.57000 (Serial Bond Int.)	\$27,236.75 G9730.57000 (BAN Int.)

Section 2. That this Ordinance shall take effect immediately.

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

\_\_\_\_\_  
Chuck Shager, Comptroller