



LEGISLATIVE BRANCH ■ CITY OF BINGHAMTON

William Berg, City Council President

Joseph A. Merrill, City Clerk

CITY COUNCIL WORK SESSION AGENDA
City Council Work Room, 38 Hawley Street, Binghamton
Monday September 21, 2015

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	-----	-----	Discussion: NYSDOT I86 Presentation	-----	Jack Williams
6:30pm	Finance	Motsavage	RL 15-192: Contract Agreement for Anti-Harassment Training		Trish Keppler
6:45pm	Public Works	Motsavage	RL15-190: Free bulk pickup		Terry Kellogg
	Finance	Motsavage	RL 15-175: DPW Budget Transfer (EX)		Terry Kellogg
7:00pm	Finance	Motsavage	RL 15-162: GIVE Grant 2015; RL 15-176: Renew Agreements for STOP DWI; Discussion: Body Cam Police Policy		Chief Zikuski
7:30pm	Parks	Motsavage	RL 15-191: Donation of Professional Services for OurSpace		Jared Kraham
	-----	-----	Discussion: Redevelopment of 7 Hawley St	-----	Jared Kraham
	-----	-----	Discussion: North Side Grocery	-----	Bob Murphy
	Finance	Motsavage	RL 15-179: BLDC 73 Court St Loan		Bob Murphy
	Finance	Motsavage	RL 15-178: BLDC 1 N. Depot St loan		Bob Murphy
	Finance	Motsavage	RL 15-189: PILOT for 100 Chenango St		Jared Kraham/Scott Snyder
	Finance	Motsavage	RL 15-188: Sale of 72 Court St		Bob Murphy
9:00pm	Finance	Motsavage	RL 15-177; RL 15-187; RL 15-184; RL 15-185; RL 15-186; Various Budget Transfers		Chuck Shager
	Finance	Motsavage	RL 15-182: Budget Transfers for General, Parking Ramps, Water & Sewer Funds		Chuck Shager
	Finance	Motsavage	RL 15-183: 2016 Various Fees Increase		Chuck Shager
9:30pm	MPA	Rennia	RL 15-180: Free Parking for Columbus Day Parade		
	Rules	Rennia	RL 15-181: Modifying the JSTP IMA		Joe Merrill
	Finance	Motsavage	RL 15-174: Adopt 2016 Budget		
9:45pm	Finance	Motsavage	RL 15-193: University Liaison Officer		Jared Kraham
10:00pm	-----	-----	Discussion: Woodburn Court Update	-----	Councilwoman Webb
10:15pm	-----	-----	Discussion: Review of Committee Reports & Pending Legislation	-----	Council President Berg

COMMITTEE REPORTS



Legislative Branch

RL Number:
RL15-192
Date Submitted:
16 Sep 15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Trish Keppler
Title/Department: Director of Personnel and Safety
Contact Information: 772-7067

RL Information

Proposed Title: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ANTI-HARASSMENT TRAINING

Suggested Content: TBD BY CORP. COUNSEL

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PWP/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number: 15-190
Date Submitted: 9/16/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Chris Papastrat

Title/Department: Councilmember

Contact Information: _____

RL Information

Proposed Title: _____

An Ordinance authorizing the free disposal of one bulk item per household from October 13-16 2015

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	_____
Comptroller:	_____
Corporation Counsel:	_____
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:

15-175

Date Submitted:

9/14/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Terry Kellogg

Title/Department: Commissioner/Public Works

Contact Information: tjkellogg@cityofbinghamton.com

RL Information

Proposed Title: An ordinance authorizing a transfer in the Department of Public Works 2015 budget to cover the cost of year end expenses/necessities.

Suggested Content: Permission to transfer \$30,000 from budget line A1640.54112-Gasoline/Diesel Fuel to budget line A1640.54110-Vehicle Parts (\$10,000), A1640.54111-Tires (\$10,000) & A1640.54450-Vehicle Repair (\$10,000).

Additional Information

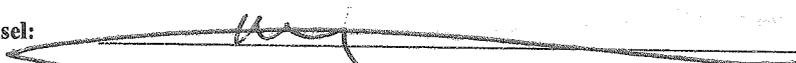
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:	_____				
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:
15-162
 Date Submitted:
8/31/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chief Joseph T. Zikuski
 Title/Department: Police Department
 Contact Information: (607) 772-7091

RL Information

Proposed Title: Project GIVE 2015 GV15-1026-D00 \$210,104.00

A Resolution Authorizing the Mayor to Accept a Grant in the amount of \$210,104 for a Crimi Analyst.

Suggested Content: Project GIVE 2015 GV15-1026-D00 funds the salaries and benefits for the BPD Crime Analyst and the BPD Field Intelligence Officer. It also provides funding for equipment for the CC Camera Project, Travel and Training for GIVE sponsored events as well as money for Undercover expenses. The GIVE Initiative is a gun/homicide crime reduction project.

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>				
Comptroller:	<u>[Signature]</u>				
Corporation Counsel:	<u>[Signature]</u>				
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Binghamton Police Department

Total project cost: \$210,104.00

Total amount of grant: \$210,104.00

Local match (if any): none

If local match is monetary, provide the budget line and title: n/a

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:
n/a

Disbursement of grant (upfront, reimbursable?): reimbursable

If reimbursable, source of funds pending reimbursement: _____

Grant project manager: Lt. Michael J. Whalen

Anticipated date of project completion: June 30, 2016

Special project completion requirements (if any): _____

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

The GIVE project is New York State's Shooting and Homicide reduction Strategy.

The Binghamton Police Department partners with The District Attorney's Office, The Broome County

Sheriff's Office, NY State Police, Parole, Probation, ICE and others as part of this project.

BPD and the GIVE Consortium engage in a collaborative approach to data-driven, focused crime

reduction. We analyze timely and accurate crime data, gather and share field intelligence and

employ effective strategies in an effort to develop long term, sustained crime reduction.

Project #: **GV15-1026-D00** Project **GIVE**

Project Status: **Pending Signatures**

Participant: **Binghamton, City of**

Project

Home Search Open Locked

General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Budget Summary

Go to Attachment Progress Site Review

Participant	Grant Funds	Matching Funds	Total
Binghamton, City of	\$0.00	\$0.00	\$0.00
Binghamton City Police Department	\$210,104.00	\$0.00	\$210,104.00
Total	100.00%	0.00%	\$210,104.00

Equipment

Advance Request Amount (If not requesting an advance, please skip) \$

Reports Application Deficiency Draft Contract

Advance Request Justification (200 character limit)

Help Logout

Budget Summary by Participant
Binghamton, City of

Login ID: bpd

Binghamton City Police Department
Version 1 - Edit (Click here to add more lines to budget categories)

Version 2.5.14

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Overtime Initiatives (Saturation, Robbery, DOCCS, ...	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	no
2	Sr. Crime Analyst	1	\$59,900.00	\$59,900.00	\$59,900.00	\$0.00	no
3	BPD Field Intelligence Officer	1	\$68,943.00	\$68,943.00	\$68,943.00	\$0.00	no
Total				\$148,843.00	\$148,843.00	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	BPD Field Intelligence Officer	1	\$27,037.00	\$27,037.00	\$27,037.00	\$0.00	no
2	Sr. Crime Analyst	1	\$18,224.00	\$18,224.00	\$18,224.00	\$0.00	no
Total				\$45,261.00	\$45,261.00	\$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	CC Cameras	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	no
Total				\$10,000.00	\$10,000.00	\$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Travel & Training for GIVE	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	no
Total				\$2,000.00	\$2,000.00	\$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Buy Money	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	no
Total				\$4,000.00	\$4,000.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$210,104.00	\$210,104.00	\$0.00

Broome

POLICE DEPARTMENT BUDGET

PERSONNEL		Requested Budget	Awarded Budget
Job Title / Position			
BPD Field Intelligence Officer		\$68,943	\$68,943
Sr. Crime Analyst		\$59,900	\$59,900
Fringe Benefits for Positions			
BPD Field Intelligence Officer		\$27,037	\$27,037
Sr. Crime Analyst		\$18,224	\$18,224
Overtime to Support Initiatives/Strategies			
Overtime Initiatives (Saturation, Robbery, DOCCS, Probation etc)		\$50,000	\$20,000
TOTAL PERSONNEL		\$224,104	\$194,104
OTHER EXPENSES / SUPPLIES			
Equipment (Public CC Cameras & wireless Equipment and Maintenance)			
Equipment (Public CC Cameras & wireless Equipment and Maintenance)		\$30,000	\$10,000
Buy Money		\$10,000	\$4,000
TOTAL SUPPLIES			
		\$40,000	\$14,000
TRAVEL & TRAINING			
Travel & Training for GIVE		\$7,000	\$2,000
TOTAL TRAVEL & TRAINING		\$7,000	\$2,000
POLICE DEPARTMENT TOTAL		\$271,104	\$210,104

DISTRICT ATTORNEY'S OFFICE BUDGET

PERSONNEL		Requested Budget	Awarded Budget
Job Title / Position			
ADA		\$63,926	\$63,926
Fringe Benefits for Positions			
ADA		\$22,792	\$22,792
		\$0	\$0
TOTAL PERSONNEL		\$86,718	\$86,718
TRAVEL & TRAINING			
Travel/Training for GIVE		\$2,000	\$2,000
TOTAL TRAVEL & TRAINING		\$2,000	\$2,000
DISTRICT ATTORNEY'S OFFICE TOTAL		\$88,718	\$88,718

SHERIFF'S OFFICE BUDGET

PERSONNEL		Requested Budget	Awarded Budget
Job Title / Position			
BCSO Field Intelligence Officer		\$67,018	\$67,018
Fringe Benefits for Positions			
BCSO Field Intelligence Officer		\$27,104	\$27,104
Overtime to Support Initiatives/Strategies			
Overtime for Initiatives		\$10,000	\$0
TOTAL PERSONNEL		\$104,122	\$94,122
TRAVEL & TRAINING			
Travel & Training for GIVE		\$2,000	\$1,000
TOTAL TRAVEL & TRAINING		\$2,000	\$1,000
SHERIFF'S OFFICE TOTAL		\$106,122	\$95,122

COUNTY GRAND TOTAL - \$465,944 \$393,944

Sample



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: June 4, 2014

Sponsored by Council Members: Berg, Matzo, Motsavage, Mihalko, Papastrat

Introduced by Committee: Finance

Give 2014

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE ACCEPTANCE \$200,417 IN GRANT FUNDS FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES GUN INVOLVED VIOLENCE ELIMINATION INITIATIVE (GIVE) TO FUND THE SALARY AND BENEFITS FOR A ONE CRIME ANALYST POSITION AND ONE FIELD INTELLIGENCE OFFICER POSITION

WHEREAS, the City of Binghamton is eligible to receive a \$200,417.00 grant from the New York State Division of Criminal Justice Services Gun Involved Violence Elimination Initiative (GIVE) to fund a portion of the salary and benefits for one (1) Crime Analyst position and one (1) Field Intelligence Officer position, along with providing funds for overtime initiatives, undercover expenses and to maintain closed-circuit cameras; and

WHEREAS, there is no required City match; that, pending reimbursement, funding for the project shall be drawn from the general fund; that the head of Crime Prevention in the Binghamton Police Department will be the grant project manager; and that the anticipated date of project completion is June 30, 2015; and

WHEREAS, the application requires the approval and endorsement of the governing body of the municipality in which the project will be located.

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

RESOLVE that the Council of the City of Binghamton does hereby approve and endorse the application of the City of Binghamton to the New York State Division of Criminal Justice Services Gun Involved Violence Elimination Initiative (GIVE) for a grant in an amount not to exceed \$200,417.00 to fund a portion of the salary and benefits for one (1) Crime Analyst position and one (1) Field Intelligence Officer position, along with providing funds for overtime initiatives, undercover expenses and to maintain closed-circuit cameras; and be it further

RESOLVED that there is no required City match; that, pending reimbursement, funding for the project shall be drawn from the general fund; that the head of Crime Prevention in the Binghamton Police Department will be the grant project manager; and that the anticipated date of project completion is June 30, 2015; and be it further

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: June 4, 2014

RESOLVED that upon approval of said application, the Mayor, or his designee, is hereby authorized to enter into and execute an agreement, approved as to form and content by the Office of Corporation Counsel, with the State to accept such grant.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 6/4/14 Approved by the
Mayor on 6/5/14





Legislative Branch

RL Number:
15-176

Date Submitted:
9/14/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Chief Joseph Zikuski

Title/Department: Police

Contact Information: 772-7090

RL Information

Proposed Title: A resolution authorizing the Mayor to renew agreements with various Broome County department, outside agencies & municipalities for the

Suggested Content: STOP-DWI program for 2015

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input checked="" type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

Intro No. 13
Date 12/18/14
Reviewed by
Co. Attorney [Signature]
Date 11/21/14

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2014-507
Date Adopted 12/19/14
Effective Date 12/19/14

Sponsored by: Public Safety & Emergency Services and Finance Committees
Seconded by: Hon. Daniel J. Reynolds

RESOLUTION AUTHORIZING RENEWAL OF FUNDING AGREEMENTS WITH VARIOUS VENDORS, BROOME COUNTY DEPARTMENTS, OUTSIDE AGENCIES, AND MUNICIPALITIES FOR THE SPECIAL TRAFFIC OPTIONS PROGRAM FOR DRIVING WHILE INTOXICATED (STOP-DWI) PROGRAM FOR 2015

WHEREAS, this County Legislature, by Resolution 575 of 2013, authorized renewal of the agreement with various Broome County departments, outside agencies, and municipalities for the Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Law Enforcement Program Grant in the total amount of \$175,500, for the period January 1, 2014 through December 31, 2014, and

WHEREAS, said services are necessary to provide funding to continue local STOP-DWI law enforcement efforts, and

WHEREAS, it is desired to renew agreements with various Broome County departments, outside agencies, and municipalities as shown in Exhibit "A" for the Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Law Enforcement Program Grant in the total amount of \$143,000 for the period January 1, 2015 through December 31, 2015, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of funding agreements with various Broome County departments, outside agencies, and municipalities as shown in Exhibit "A" for the Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Law Enforcement Program Grant for the period January 1, 2015 through December 31, 2015, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes renewal of funding agreements with various Broome County departments, outside agencies, and municipalities as shown in Exhibit "A" and shall not exceed the amount of \$143,000, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget lines: 24000003.Various, 24000003.6004146 (Subcontracted Program Expenses), and 24000003.6004610 (Personal Services Chargeback), and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME) ss:
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of December, 2014, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of December, 2014.

Date sent to County Executive December 19, 2014

Approved [Signature]
County Executive

Date 12/19, 2014

[Signature]
Clerk, County Legislature
County of Broome

Exhibit A
Summary of 2015 Law Enforcement Funding

<u>Agency</u>	<u>Contract</u>	<u>Grant</u>	<u>N.T.E.</u> <u>Grant Amount</u>
<u>STOP-DWI Task Force Vehicle Program</u>			
Binghamton Police	1512-1	STOP-DWI Task Force Vehicle	\$23,000
<u>STOP-DWI Task Force Overtime Program</u>			
Broome Co. Sheriff	1512	STOP-DWI Overtime Patrol	\$7,200
Deposit Police	1512	STOP-DWI Overtime Patrol	\$500
Endicott Police	1512	STOP-DWI Overtime Patrol	\$3,500
Johnson City Police	1512	STOP-DWI Overtime Patrol	\$7,500
Port Dickinson Police	1512	STOP-DWI Overtime Patrol	\$500
Vestal Police	1512	STOP-DWI Overtime Patrol	\$12,000
<u>STOP-DWI Equipment</u>			
All Law Enforcement agencies, District Attorney, Probation	1513	Purchase, maintenance & repair of STOP-DWI related equipment	\$2,300
District Attorney		Help fund an Asst. District Attorney	\$47,000
Probation		Fund Training & Equipment	\$2,500
Probation		Help fund Sr. Probation Officer	<u>\$37,000</u>
		Total:	\$143,000

Legal Counsel Approval
RL14-017

Introductory No. R14-12

Permanent No. R14-12

Sample



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: March 5, 2014

Sponsored by Council Members: Berg, Matzo, Motsavage, Webb, Rennia, Mihalko, Papastrat

Introduced by Committee: Finance

RESOLUTION

entitled
A RESOLUTION AUTHORIZING THE MAYOR
TO RENEW AGREEMENTS WITH VARIOUS
BROOME COUNTY DEPARTMENTS,
OUTSIDE AGENCIES AND MUNICIPALITIES
FOR THE STOP-DWI PROGRAM FOR 2014

WHEREAS, the Special Traffic Options Program for Driving While intoxicated ("STOP-DWI") Task Force Unit has provided beneficial services to the City of Binghamton by reducing alcohol-impaired driving within the City; and

WHEREAS, Permanent Resolution No. 2013-575 adopted by the Broome County Legislature on December 19, 2013 provides grant funding to the Binghamton Police STOP-DWI Task Force Vehicle Program in the amount of \$24,700 for 2014.

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

RESOLVE, that the Mayor, or his designee, is hereby authorized to execute any and all documents, approved as to form and content by the Office of Corporation Counsel, as necessary to accept grant funding in the amount of \$24,700 from Broome County for the STOP-DWI Task Force Unit for 2014.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 3/5/14 Approved by the
Mayor on 3/6/14

Charles H. Hemeny



Legislative Branch

RL Number:

15-191

Date Submitted:

9/14/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: William Barber

Title/Department: Commissioner of Parks and Recreation

Contact Information: 772-7017

RL Information

Proposed Title: Donation of Professional Services For OURSPACE at Rec Park

From Nicholas Corcoran, RLA Landscape Architect 11Stanford Place, Binghamton, NY 13905

A Resolution Accepting ~

Suggested Content: Donation of Professional Services - Construction drawings for site work by a licensed landscape architect

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: [Signature]

Comptroller: _____

Corporation Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies



Legislative Branch

RL Number:
15-179
 Date Submitted:
9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

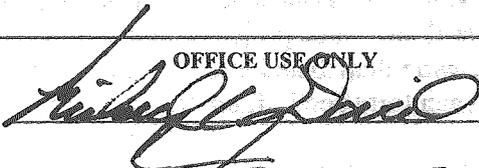
Request submitted by: Robert C. Murphy
 Title/Department: Executive Director, Binghamton Local Development Corporation
 Contact Information: x7161

RL Information

Proposed Title: A Resolution approving a facade loan in the amount of \$100,000 and a Special Project loan in the amount of \$250,000 to FDG Real Property Holdings, LLC to assist with the renovation of 73 Court Street and thereby facilitate development of a future mixed use residential project.
 Suggested Content: To be developed by Corporation Counsel
 Please see attached Resolution 15-16

Additional Information

Does this RL concern grant funding? Yes No
 If 'Yes', is the required RL Grant Worksheet attached? Yes No
 Is additional information related to the RL attached? Yes No
 Is RL related to previously adopted legislation? Yes No
 If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

**BINGHAMTON LOCAL DEVELOPMENT CORPORATION
BINGHAMTON CITY COUNCIL WORK SESSION
SEPTEMBER 8, 2015**

NARRATIVE

Project Profile:

Borrower: FDG Real Property Holdings, LLC ("FDG")

Total BLDC Loans Amount: \$350,000.00

Loan Programs: (1) \$250,000 from Revolving Loan Fund
(2) \$100,000 from Façade Loan Program

Rate: (1) Prime rate published in the Wall Street Journal less 0.5% rate margin on RLF
(2) WSJ Prime

Term: 10 years

Amortization: 20 years

Collateral/Guarantors:

Personal Guarantees of Syed Ali and Adam Ibrahim

Corporate Guarantee of FDG

2nd Mortgage on 73 Court Street, Binghamton, New York

Assignment of Life insurance policy for Syed Ali and David Ibrahim

Job Creation:

As none of the funds are CDBG related there is no job creation requirement; however, it is anticipated that the project will generate at least 3 FTE jobs in addition to dozens of construction jobs. This includes a building manager, superintendent and janitorial staff.

Project Description:

The applicant, FDG whose members are Syed Ali and Ibrahim have requested a BLDC Special Projects/Revolving Fund loan and a Façade Loan to provide capital for the renovation of an apartment building on 73 Court Street. The renovated mixed use building has 12 apartments with 32 bedrooms as well as an approximately 4,000 sq. foot commercial space on the first floor. The project includes using state of the art wired-in projection theater and a unit-wide distributed audio system both being tied into a remote home automation system in each loft (See Exhibit "A").

Sayed Ali and Adam Ibrahim of FDG bought 73 Court Street to assist with the redevelopment of this mixed-use 19th century commercial structure that once hosted McDonald's as a first floor tenant (now Merlin's Bar). The prior owner gutted the upper

stories of the back section in order to rent to students. He had a fire and was unable to move ahead with plans resulting in this section not being particularly well maintained. FDG closed on the property earlier than anticipated to prevent a tax foreclosure. The purchase price was \$600,000 and the buyers had to put \$150,000 down; the expedited closing put them in need of financing to cover soft costs – building surveys and architectural plans, so the BLDC issued a Microenterprise loan to help them through this funding period. Tioga State Bank has issued a commitment letter on August 26, 2015 (See Exhibit “B”).

The building cash flows as it is with Merlin’s as a first floor commercial tenant and four floors of residential of the Court Street section presently leased to university students. The new owners want to renovate the rear undeveloped Commercial Alley section first. It is a historic building with 65 windows. Syed Ali, one of the principles of FDG, left his job as a banker at Flushing Bank in NYC to advance the project; Adam Ibrahim has experience managing residential real estate properties in the NYC and Syracuse markets. 73 Court Street is a mixed use 19th century commercial structure that once hosted McDonald’s as a first floor tenant (now Merlin’s Bar). The L-shaped building also has a Commercial Alley portion with four upper story floors that are presently undeveloped and gutted. The four 1,200 SF two bedroom apartments on Court Street side are occupied, have attractive views on Court Street, though in fair condition they would command \$1400/month from students. The Commercial Alley section offers high ceilings (12’-14’) and attractive views that would appeal to prospective market rate tenants. The developer’s intention is to restore the building, add a green roof and high tech amenities (See Exhibit “C”). There would be 2-4 apartments/floors in this building portion. An elevator would need to be reinstalled. There are 65 windows in the building so the developers are seeking a \$100,000.00 Façade Loan and a \$250,000.00 Special projects loan – a total of \$350K from the BLDC. Mayor David has been supportive of the project;

The purchase price was \$600K and it is expected it will cost \$1-1.5 million to complete the project. The cash flow on the currently leased apartments along with the main floor commercial tenant cash flow adequately. The recent BU graduate developers have real estate management experience; The BLDC would seek a co-first position with a conventional lender, but will likely be asked to settle for a second lien position. The Developer will likely seek a PILOT and Historic Tax Credit for this project. While the market for luxury student housing may be peaking, and there is greater need for market rate housing and encouraging its development in the downtown is worthwhile.

Project Scope:

Sources:	Percentage:	
Owners Equity	10%	\$193,000
Commercial Lender (TDB)	54%	\$1,000,000
Grants (Roof/Water)	16%	\$300,000
BLDC (20 yrs, 2.75% or \$2,710.83)	14%	\$250,000
BLDC	6%	<u>100,000</u> \$350,000
Total	100%	\$1,843,000
Uses:		
Property Acquis. Costs/Retire Mtg	33%	\$600,000
Green Roof	16%	\$300,000
Rehabilitation	46%	\$853,000
Soft Costs/ Working Capital	5%	90,000
Total	100%	\$1,843,000

Why do this Project:

The 73 Court deal represents a phenomenal opportunity for the private sector to acquire a partially developed site in a prime development location, at a price point that comfortably allows for a large scale repositioning of the asset. This investment will be enough to produce a top of the market premium product. For the City of Binghamton, this type of development is precisely what the City, County and STREDC regional plans promote. The deal metrics allow for a project that is profitable at achievable levels of income. This point has been furthered through extensive underwriting analysis of a full range of build out options and market rent variables (See Exhibit "D").

FDG plans to renovate the residential spaces to an absolute premium finish incorporating cutting-edge home automation with full smart-phone control, incredible home media systems with high-definition projectors and built-in speakers, as well as energy-efficient green technology found nowhere else in the Northeast. These efforts will culminate in an asset that is the absolute ideal choice for the growing young professionals market in downtown Binghamton as well as premium collateral for the bank. Upon acquisition of the asset, Syed will transition into a hands-on full time management role within the project being in Binghamton seven days a week. Taking residence at the apartment that

Syed already rents in Binghamton, NY. Adam will be present, and hands-on, at least two days a week.

Upon stabilization, Syed and Adam will both be present in Binghamton full-time as they will take on the role of property managers as well as focusing on their next development project within Downtown Binghamton. Syed and Adam have networked extensively in pursuit of their Real Estate Development goals. Through this effort they have brought on the principal of Greater Binghamton Development, Mark Yonaty, to handle all aspects of the construction - alleviating construction risk for the bank. As well as bringing to the table some of the greatest and most successful minds in Real Estate Development today. Multi-billionaire Developers Francis Greenburger (CEO of Time Equities) and Steven Fisher (CEO of Fisher Brothers) have both walked through all aspects of this project, contributing and shaping the deal to what it is today, in addition to Glenn Cohen (CFO of Kimco Realty - Largest publically traded shopping center REIT in this hemisphere).

Aside from the profitability and margin of safety of the venture, the development brings with it a few more important benefits from the BLDC's and the borrowers vantage points. 73 Court allows Syed and Adam to segway from managing capital and business development for institutions to being their own development shop. Syed and Adam aim to leverage their successes and network to build their company, FDG, into one that directly shapes the overall revitalization of the city center they fell in love with during their college years, Downtown Binghamton.

Personal History:

Syed and Adam are exactly what the type of young developers for whom Binghamton has been looking. They are young, well-educated recent Binghamton University graduates who want to make their future here in Binghamton. Syed and Adam are highly passionate about entrepreneurship and investment whose skills nicely complement each other. Adam has learned the finance and business law trades well through four years of apprenticeships on Wall Street and in a private law practice, before making a foray into the real estate markets through the acquisition and management of a large property in Syracuse on behalf of a multi-billion dollar international investment fund.

Syed's first successful business, acting as a middleman for wholesale distributors and retailers for electronics via eBay, opened his eyes to the fruits of entrepreneurship. At the tender age of thirteen, Syed's business peaked at a point in which he was earning more than his parents. Syed parlayed this capital into the world of Equities, Futures, and Derivatives trading. By careful analysis of the gas market, Syed was able to devise a successful short-selling strategy for Natural Gas Futures Derivatives based on the cyclical demand for the heating requirements of major office spaces, and the subsequent spikes in pricing. Simultaneously, Syed was hired by ANA Realty as an intern. Ultimately rising to the position of Assistant Director of Real Estate Operations through shaping the growth strategies of the company's asset base.

Upon their meeting at BU, Syed and Adam became friends and business partners. During their tenure at Binghamton University, they immediately began trading pints out for print-outs and house parties for property listings. They first spent nearly a year looking at on market deals and connecting with local brokers, only to see that the central city area that they were interested in had already undergone significant appreciation, to the extent that they would be undercapitalized for the pursuit of any meaningful development. At a point in the summer after graduation, they paused their pursuits in full focus of their current careers, parting ways to sharpen their skills in preparation for the right opportunity. Adam being acquisition and asset manager for institutional clients in the NYC and Syracuse areas, and Syed a Commercial Real Estate Analyst with Flushing Bank. On a day to day basis, Adam currently manages a portfolio of fifty-million dollars of commercial real estate. Most pertinently, he is single-handedly spearheading the repositioning of 22 West 38th Street, renovating and re-tenanting the space - a forty million dollar plus project. Syed is currently further developing his expertise in the financial analysis realm of real estate investment, having already managed commercial property for a number of years. On a day to day basis, Syed analyzes, projects, inspects, and underwrites all aspects of commercial real estate acquisition and development transactions within the New York City submarket for transactions between five and fifty million dollars. The skills that, both, Syed and Adam continually sharpen through their current positions will contribute to the success of the project at hand in various meaningful ways.

Through this process both men have maintained a passionate belief that there was major development opportunity in Binghamton. Within a few months, they were both in Binghamton every weekend, sending letters to owners of attractive buildings, and penciling out theoretical development deals. The 73 Court street transaction is the result of such efforts. The owner of 73 Court Street answered one of their letters and not before long a mutually favorable deal was struck. The owner, an absentee real estate investor spread too thinly over a number of assets, lacking capital and development resource, held a sizable city central building with all of the right bones for a premium residential offering.

Green Roof- if the Green Roof Grant is not received the total costs will be reduced by \$300,000 and a standard roof will be installed.

Credit History:

A review of credit scores for FDGpartners, was generally positive. (The scores are available in Executive Session).

Adam has kept his job and substantial income which will help maintain the project.

A check with the County Finance Office indicated all debts of the applicant and guarantors were current.

Collateral Analysis:

The BLDC is taking a 2nd mortgage on 73 Court Street which will be behind a \$1,000,000 mortgage to TSB. The project's pro forma indicate an after construction failure of approximately 2.1 million assuming a 10% cap rate. This also assumes the construction comes in on budget and rates for the units equal \$700 per bed.

Even if the Project cash flows to support the second position, there is a risk of failure to complete the project due to the death of a partner- This could be resolved by key man insurance policies similar to TSB's policies on Adam and Syed.

The primary security for this loan will be the cash flow from the project. Attached is the projected cash flow.

Sources and Uses of Loan Proceeds

	Private Lender	Grant Funding	Personal Equity	BLDC	Total
Land:					
Acquisition			\$193,000		\$193,000
Improvement					
Building:					
Façade				100,000	\$100,000
Acquisition	\$407,000(TSB)				\$407,000
Renovation	\$503,000(TSB)	\$300,000		\$250,000	\$1,053,000
Rehabilitation					
Miscellaneous Expenses:					
Soft Costs	\$90,000				100,000
Working Capital					
TOTAL FUNDING:	\$1,000,000	\$300,000	\$193,000	\$350,000	
					Total Project Cost
					\$1,843,000

	Commercial Lender	BLDC
Term (years)	\$1,000,000	\$350,000 (10 years)
Amortization	20 years	20 years

Summary:**Risks:**

- The primary security of this substantial loan is the project's own cash flow.
- Developers appear to be entering their first substantial business deal.
- Failure of Developers to complete construction or fill the building.

Mitigates:

- BLDC will have personal guarantees from owners, a corporate guarantee from FDG and an assignment of life insurance policy for Syed and Adam.
- Syed and Adam have undertaken similar projects in the NYC and Syracuse real estate markets in their private employment since graduating.
- Downtown Binghamton has a pronounced need for market rate housing for professionals and the project is consistent with the City, County and STREDC's comprehensive plans for Binghamton.
- Market studies have indicated a strong demand for market rate housing.
- BLDC might consider a construction bond- which might be cost prohibitive.

Recommendation:

After carefully reviewing this proposal, it is recognized that this is a loan not without risk. The project has many strong features and meets the criteria for the BLDC Special Projects/Revolving Fund Loan Program. The BLDC position will be secured by tangible assets.

Notwithstanding potential risks, the applicants have knowledge and credentials to build a mixed used market rate housing project and they have and have demonstrated commitment to the project.

By providing working capital for this project, the BLDC will be helping to create a growing environment of new market rate housing that is desperately needed to help retain the many professional looking for new loft apartment in Downtown Binghamton as well as empty nester professor and retirees.

Based on review of the business plan, personal profiles and financial projections of the business, FDG demonstrates potential to become a viable business. It is with this understanding that we are requesting BLDC Loan Committee to recommend this loan to the City Council for approval under the following conditions:

Conditions of Loan:

- Personal Guarantees of Syed Ali and Adam Ibrahim;
- 2nd Mortgage on 73 Court Street, Binghamton, NY;
- Assignment of Life insurance policies on the lives of Syed Ali and Adam Ibrahim;
- Corporate Guarantee of FDG and any related corporations or other entities;
- Additional conditions as required by Corporation Counsel to secure the loan.
- After 5 years loan interest rate for Special Loan should be increased to WSJ prime and every fifth year thereafter.
- The term of the loans to be 10 years with a 20 year amortization rate.

The applicant understands that should the property at 73 Court Street be vacated, sold or title transferred to another entity, the loan shall become due and payable.

CREATING AN EFFICIENT, MODERN, & ENCHANTING LIVING ENVIRONMENT FOR PRODUCTIVE PEOPLE

Our cohort agrees that housing providers, both small and large, are not producing optimized living environments. Students have very particular needs that range from being academics to socialization. City Center Lofts is capitalizing on these needs through identifying and complying with the needs of the local population.

As graduates of Binghamton University with degrees in economics, we have spent years identifying inefficiencies in the downtown marketplace. Some examples of the in-unit amenities that accomplish these goals and will further bolster our position as the premier housing include reliable and economic smart home automation, as well as durable, long-lasting LED Projectors sourced at wholesale pricing.

Through diligent market research and leveraging intimate access to competitor operations the City Center Lofts development team have identified layouts that have backlogged demand and command a premium. In accordance with our desire to minimize downside risk through capitalizing on the most underserved segment of the market, we have plans, approved by the city, to build four to five new 6 or twin 3 bedroom units that will offer more square footage than any other competitor in the market.

EXHIBIT A Competitive Advantages

- Located in the epicenter of Binghamton
- Pricing that undercuts closest competitors by >10%
- Spacious, Inviting, & Open Layout
- Unique and Unparalleled Amenities



BINGHAMTON CITY CENTER

SHRINKING AVAILABILITY, GROWING DEMAND



- Downtown Binghamton is the most desirable area to develop in and live in within the region, bringing together all of the lifestyle and productivity synergies of a budding city center
- Home to the premier local nightlife corridor, which includes bars/clubs, restaurants, coffee houses
- Most well connected location via university, government, and public transportation
- Heart of the restaurant district which is fueled by students, professionals, and locals of all backgrounds
- Within blocks of Government Administration Offices, Courthouse, and Police Headquarters.
- less than a mile from primary emergency health care facility

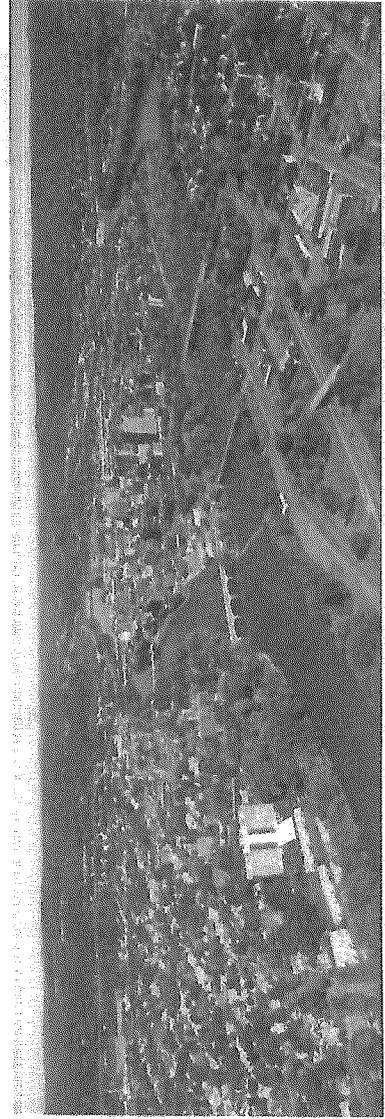
BINGHAMTON

A CONSERVATIVE INVESTMENT

“Increased downtown residential population has spurred development of supporting businesses, along with a renewed focus on the riverfront”

- Binghamton is a rapidly growing economy with recession-priced real estate, complemented by a high willingness-to-pay for quality housing from young professionals and students conglomerated across various socioeconomic backgrounds
- Greater Binghamton’s economy is partially driven by Binghamton University, which contributes well over \$1,000,000,000 annually
- Binghamton University has enacted numerous programs that stand to grow housing demand exponentially over many years to come:
 - BU is expanding its undergraduate enrollment by an additional 2500 students per year
 - BU is opening a \$60,000,000 Pharmacy school which will enroll 380 PharmD and PhD students in addition to new faculty
 - “20by20” - A program that is investing in local companies with the goal of absorbing and maintaining 20% of each graduating class (4000 Students) into the local economy by the year 2020
 - Binghamton Is a designated StartUp NY district, further attracting young entrepreneurs and professionals
 - \$16 Million downtown incubator is under construction that will further perpetuate economic development

For more explicit details on Binghamton University’s plan to expand over the coming years, visit: [Road Map to Premier](#)

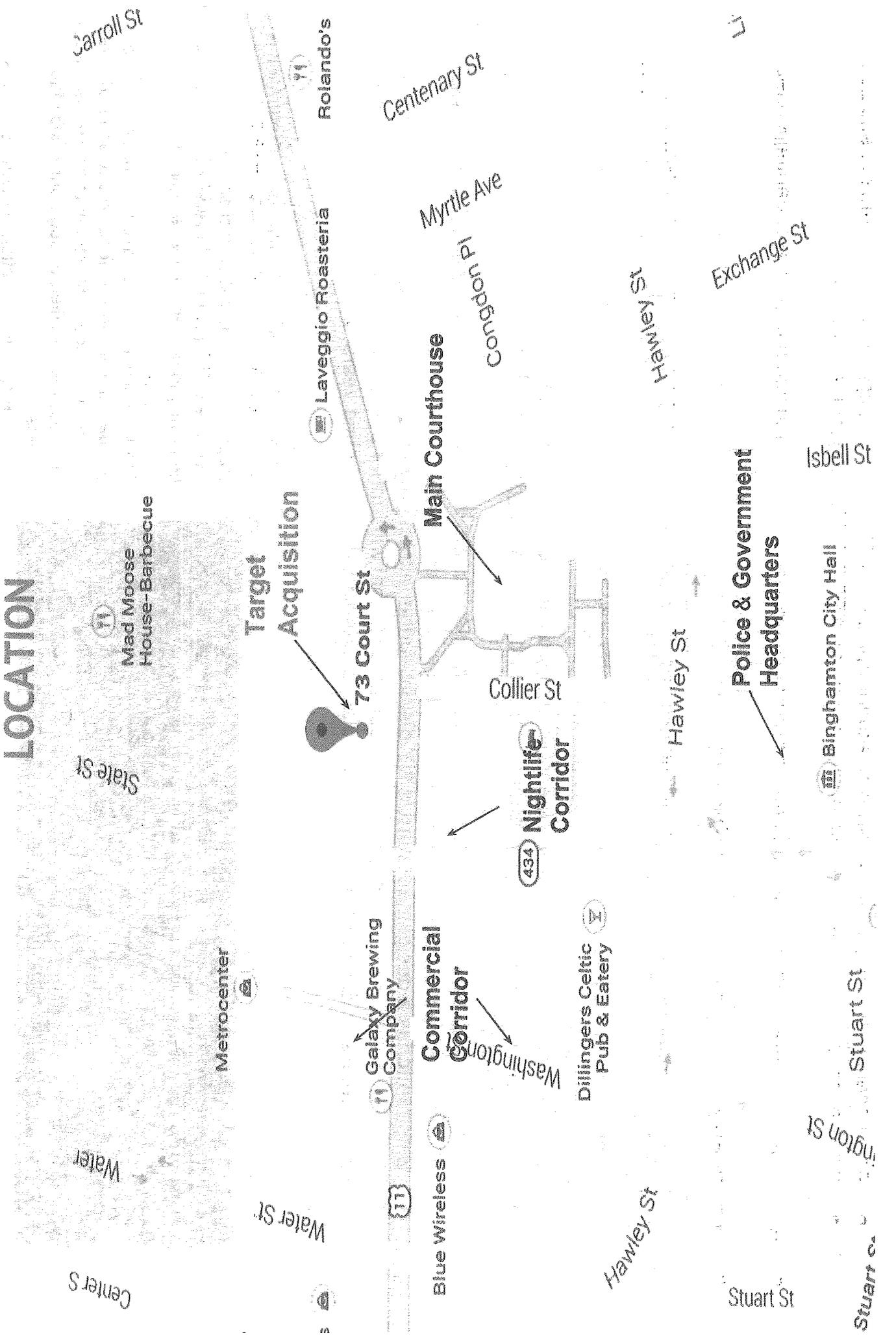


“Today, while there is a continued concentration of high-tech firms, Binghamton is emerging as a healthcare- and education-focused city, with the presence of Binghamton University acting as much of the driving force behind this revitalization.”

“We will continue to increase undergraduate and graduate student enrollment, faculty and staff hires, and financial support for students as well as pursue the initiatives identified through our Road Map process”

- VP for Administration, James Van Voorst

LOCATION



June 10, 2015

FDG Real Property Holdings, LLC
22 West 38th Street
New York, NY 10018

Attention: Adam Ibrahim and Syed Ali

OFFER OF LETTER OF COMMITMENT

Dear Adam and Syed:

Tioga State Bank (the "Lender") is pleased to inform you that your request for a commercial mortgage loan (the "Loan") has been conditionally approved. This commitment letter does not contain all of the terms and provisions which may be included in the final Loan documents, but does specify certain terms and conditions of the Loan as follows:

BORROWER: FDG Real Property Holdings, LLC. (hereinafter the "Borrower").

AMOUNT OF LOAN: One Million Dollars (\$1,000,000), not to exceed 70% of the yet to be determined "as complete" appraised value of the property located at 73 Court Street, Binghamton, NY.

USE OF PROCEEDS: Proceeds will initially be used to retire the existing private mortgage on the property located at 73 Court Street, Binghamton, NY, with additional loan proceeds being used to renovate the property at 73 Court Street, Binghamton, NY. All proceeds allocated towards renovations of the property will be granted per a draw schedule to be approved by the Lender.

INTEREST RATE: The rate of interest shall initially be fixed at 4.75% for the first 60 months from the date of the note. Beginning in the 61st month, the rate of interest shall be indexed to the five-year Federal Home Loan Bank advance rate, plus 3.25%. From the 61st month of the Note until maturity, the rate will be variable and will be adjusted five (5) years from the date of the Note, and every five years thereafter. Interest rate adjustments will be determined on the anniversary date of the loan and the Bank shall send notice thereof. Any subsequent payment change shall become effective with the next month's payment. Interest shall be computed on the basis of a 360 day year over the actual number of days elapsed in an interest period. The interest rate on this Loan may be increased upon default by 4.00%

The initial interest rate and subsequent interest rate adjustments will never fall below 4.75%.

TERM: The term of this Loan will be for Two Hundred and Forty (240) months from the original date of the note.

LOAN PAYMENTS: Twelve monthly payments of interest and escrow only, followed by Two Hundred and Twenty Seven monthly payments of principal, interest and escrow, and (1) final payment of all the remaining interest, principal and late charges accrued to date. This final payment shall be sufficient to pay the account in full.

LATE CHARGE: In the event any payment shall be past due in excess of 10 days, a late charge equal to the greater of 5% of the total payment or \$25.00 shall be imposed.

FDG Real Property Holdings
June 10, 2015



Initials

ORIGINATION FEE(S): An origination fee of 1.00% (\$10,000.00) will be due at or before closing and is the sole responsibility of the Borrower.

DOCUMENTATION FEE: A commercial loan documentation fee of \$200 will be due at or before closing and is the sole responsibility of the Borrower.

COLLATERAL: Collateral for this financing shall consist of the following:

- a) A first mortgage on the real property located at 73 Court Street, Binghamton, NY 13901
- b) Assignments of rents for the property located at 73 Court Street, Binghamton, NY 13901
- c) UCC fixtures filing on the property located at 73 Court Street, Binghamton, NY 13901

TAX ESCROW: Borrower shall deliver to lender at the closing of the Loan a deposit plus, monthly thereafter, additional deposits sufficient to pay the annual real estate taxes, school taxes and property insurance when due.

LEASE ASSIGNMENT: All leases and other agreements relating to the property entered into by the Borrower shall be satisfactory to the Lender, in form and substance, and be subordinate to the lien of the mortgage and assigned to Lender as collateral security for the Loan.

GUARANTY: Adam Ibrahim and Syed Ali shall provide unlimited and unconditional continuing personal guarantees of the payment of the Loan.

LIFE INSURANCE: An assignment of the Key-man life insurance on the lives of Adam Ibrahim and Syed Ali in the amount of \$500,000 each, will be required.

PREPAYMENT: Any prepayment shall be subject to a prepayment premium equal to five (5%) percent of the prepaid amount, if prepayment is made in the first twelve month period after the closing date; four (4%) percent of the prepaid amount, if prepayment is made in the second twelve month period after the closing date; three (3%) percent of the prepaid amount, if prepayment is made in the third twelve month period after the closing date; two (2%) percent of the prepaid amount, if prepayment is made in the fourth twelve month period after the closing date; one (1%) percent of the prepaid amount, if prepayment is made in the fifth twelve month period after the closing date; one (1%) percent of the prepaid amount, if prepayment is made in the sixth twelve month period after the closing date; and one (1%) percent of the prepaid amount, if prepayment is made in the seventh twelve month period after the closing date. There shall be no prepayment premium payable after the seventh anniversary date of the closing date.

The above prepayment penalty will only be charged if the subject commercial mortgage is being refinanced by a financial institution other than Tioga State Bank or the subject property being financed is sold. Prepayments to principal as a result of excess cash flow will not be penalized.

INSURANCE: The Borrower will provide the Lender three (3) days prior to closing evidence of insurance on the Premises described naming Tioga State Bank as mortgagee, against loss by fire, and other hazards, including loss of rents, as may reasonably be required by the Lender in an amount and with a company satisfactory to the Lender.

FLOOD ZONE CERTIFICATION: If the Premises are located in a National Flood Plain 100 year flood zone, a policy of flood insurance naming Lender as first mortgagee must be delivered three (3) days prior to closing and if at any time during the term of the Loan, the Premises are defined as being located in an area having special flood hazards in which flood insurance is available, Borrower agrees to purchase and maintain flood insurance within 10-days after notification by Lender.

TITLE INSURANCE/OPINION: A title insurance commitment for the benefit of Tioga State Bank shall be prepared in form and substance satisfactory to Lender and Lender's counsel and must be furnished to Lender fifteen (15) days prior to the anticipated Closing Date.

SURVEY: A survey in form and substance satisfactory to Lender and Lender's Counsel must be furnished to Lender at least 15 business days prior to the Closing Date. The Survey shall meet the minimum standards of the ALTA/ACSM. (Waived unless required by Title Insurance Co or Attorney)

APPRAISAL: Closing on the Loan is subject to receipt of an appraisal of the Premises, in all respects subject to review and approval by the Lender, prepared by an independent appraiser selected by the Lender.

ENVIRONMENTAL REQUIREMENTS: A Phase I Environmental Report, in form and substance satisfactory to Lender and Lender's Counsel, will be required prior to Loan closing. In any event, Borrower acknowledges that to the best of its knowledge Borrower is in and will be in compliance with all Federal, State and Local environmental laws, rules and regulations, including without limitation that: (i) the Premises, soil, surface water and ground water are free from solid waste, toxic or hazardous substances and contaminants, and (ii) the Premises have not been used and will not be used for treatment, storage or disposal of any hazardous waste material.

FURTHER ENCUMBRANCING AND DUE ON SALE: The Loan and all interest due thereon will become immediately due and payable, at the option of the Lender, in the event Borrower further encumbers the Premises, or if any part thereof or interest therein, is sold, transferred or conveyed, or any part thereof sublet to any other person or entity.

DEPOSIT RELATIONSHIP: Borrower agrees to maintain the primary depository account for FDG Real Property Holdings, LLC and the property located at 73 Court Street, Binghamton, NY with the Lender for the term of this financing. In the event these deposit accounts are no longer maintained with the Lender, the interest rate on this financing will be increased by 2.0%. This interest rate provision will commence within 30 days of the closure of the subject accounts or the next loan due date and will remain in effect until such time as the subject deposit accounts are re-established or the Loan is satisfied.

EXPENSES: All legal expenses, appraisal fees, inspection fees, filing fees and other expenses incurred by the Lender with regard to this transaction are to be paid by the Borrower.

FINANCIAL STATEMENTS: Borrower agrees to furnish to Lender annually as soon as available, but in no event later than 30 days after the filing of these returns;

- a) Federal Tax Returns for FDG Real Property Holdings, LLC including all schedules and supporting documentation
- b) Federal Tax Returns for Adam Ibrahim, including all schedules and supporting documentation (including all K-1 statements)
- c) Annual submission of a personal financial statement for Adam Ibrahim
- d) Federal Income Tax Returns for Syed Ali, including all schedules and supporting documentation (including all K-1 statements)
- e) Annual submission of a personal financial statement for Syed Ali
- f) Annual submission of rent rolls for the property located at 73 Court Street, Binghamton, NY

CONTINGENCIES: The following contingencies must be met prior to loan closing;

- a) Submission all entity documents for FDG Real Property Holdings, LLC
- b) Submission of all existing and future commercial lease agreements between FDG Real Property Holdings, LLC and the commercial tenants within the property located at 73 Court Street, Binghamton, NY.
- c) Annual submission of a "sample" up to date residential housing lease agreement.
- d) Submission of a pay-off letter from the private mortgage holder on the property located at 73 Court Street, Binghamton, NY
- e) Submission of all applicable building permits for the renovation to the property located at 73 Court Street, Binghamton, NY.
- f) Submission of the contract between Keystone Associates and FDG Real Property Holdings, LLC for the management of the construction/renovation project on the property located at 73 Court Street, Binghamton, NY.

- g) Submission of information detailing who the contractor is that will be performing the property renovations to the property located at 73 Court Street, Binghamton.
- h) Submission and review of a draw schedule prior to any funds being disbursed for the renovation of the property located at 73 Court Street, Binghamton, NY
- i) Submission of all pertinent information relating to the grants that are being applied for to help in the refurbishment of the property located at 73 Court Street, Binghamton.
- j) Submission of all documents related to the application of loans provided by the BLDC for the renovations to the property located at 73 Court Street, Binghamton, NY.
- k) Formal approval by the BLDC for the two proposed loans which will provide funds for renovations to the property located at 73 Court Street, Binghamton, NY.
 - a. Without the formal approval for the loans funded via the BLDC, no funds will be advanced on the proposed mortgage at Tioga State Bank.

COVENANTS:

- a) No new borrowing in the name of FDG Real Property Holdings, LLC in excess of \$50,000 without the written consent of Tioga State Bank. Loans being applied for through the BLDC are excluded from this covenant.
- b) Cash distributions from FDG Real Property Holdings, LLC shall only be permitted if the debt service coverage ratio is greater than 1.20:1.
- c) A minimum debt service coverage of at least 1.00:1 must be maintained at financial year end, after accounting for cash distributions.

Tioga State Bank reserves the right to institute a default rate of up to 4.0% above the current pricing upon default of any of the above described contingencies or covenants.

WARRANTY: Borrower warrants, on a continuing basis, that all matters, documents and instruments furnished to the Lender on which this commitment is based, including financial statements, are complete with no material omission therefrom.

FURTHER ASSURANCES: Borrower agrees to execute and/or deliver to us further documentation, covenants and items as we or our counsel may require or as may become necessary to effect the consummation of this Loan.

ADVERSE CHANGES: This commitment is contingent upon there being no detrimental or adverse change in the financial condition of FDG Real Property Holdings, LLC, Adam Ibrahim or Syed Ali prior to Loan closing.

AUTHORIZATION TO FILE UCC FINANCING STATEMENTS: Acceptance of this commitment shall authorize Tioga State Bank to prefile UCC financing statements in anticipation of the closing of the Loan.

SOLE COMMITMENT: The commitment contained herein shall be the only commitment between the parties and all prior commitments whether oral or in writing relating to this financing are hereby revoked.

ACCEPTANCE/EXPIRATION: This commitment is not assignable and will expire unless the enclosed copy is executed and returned to Tioga State Bank by June 24, 2015 ("Acceptance Date"). This commitment will expire if funding has not occurred on or before August 12, 2015.

We appreciate the opportunity to work with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

Rick Zur
Vice President
Commercial Loan Officer

ACCEPTANCE

The terms and conditions as noted herein are hereby accepted.

As Borrower- FDG Real Property Holdings, LLC

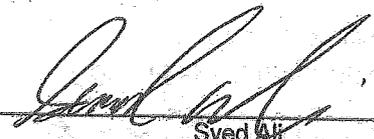
Signed:  _____ Date: 06/12/2015
Adam Ibrahim Member

Signed:  _____ Date: 6/12/15
Syed Ali Member

As Individual Guarantor-

Signed:  _____ Date: 06/12/2015
Adam Ibrahim

As Individual Guarantor-

Signed:  _____ Date: 6/12/15
Syed Ali

**TIOGA STATE BANK
DISCLOSURES WITH RESPECT TO TITLE INSURANCE**

TO: Borrower(s)

Property:

FDG Real Property Holdings, LLC

73 Court Street, Binghamton, NY

FROM: Tioga State Bank (the Lender)

Date: June 10, 2015

- I. I acknowledge that the lender may not condition an extension of credit, or subsequent renewal thereof on either:
- My purchase of an insurance product from the lender or any of its affiliates; or
 - My agreement not to obtain, or a prohibition on my obtaining, an insurance product from an unaffiliated entity;
 - As long as the coverage provided is acceptable to the lender.
- II. I understand that the insurance product is not a deposit or other obligation of, or guaranteed by, the bank or an affiliate of the lender; and I understand that the insurance product is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, New York, the bank, or an affiliate of the bank.
- III. I also acknowledge that I have received a copy of a Notice required by the Federal Real Estate Settlement Procedures Act and Regulation X (RESPA Notice) disclosing the Lender's ownership interest in a title insurance agency, New York Bankers Title Agency West, LLC (not applicable for non RESPA loans).

IV. Understanding the above disclosures,
CHECK ONE:

01 I request that my title insurance business be referred to New York Bankers Title Agency West, LLC, and my attorney or closing agent be notified accordingly. I further understand that I can contact New York Bankers Title Agency West, LLC to obtain or provide additional information concerning title insurance.

02 I request my title insurance business be referred to _____
Please instruct my attorney or closing agency accordingly.

03 I would like my closing agent or attorney to be PALMER PALELLA.

[Signature]
Borrower

[Signature]
Borrower

06/12/2015
Date

6/12/15
Date

[Signature]
Loan Officer

Current Mailing Address

646-470-9140
Home Phone Number/Work Phone Number

SYED ALI

TIOGA STATE BANK
11 NYCRR 35
INSURANCE REGULATION 206
New York Affiliated Business Disclosure

To: Borrower(s)

Property:

FDG Real Property Holdings, LLC

73 Court Street, Binghamton, NY

From: **TIOGA STATE BANK** (Lender)

This is to give you notice that the Lender has a 5.61% ownership interest in New York Bankers Title Agency West, LLC, which is a title insurance agency (the "Agency"). This ownership interest may fluctuate over time. If you would like to know the current ownership interest that the Lender has in this Agency, please ask the representative that provided you with this disclosure. Because of this relationship, this referral is likely to provide Lender a financial or other benefit, and any money or thing of value received by Lender is not related to the amount of title insurance business that Lender refers to the Agency, and the payment of such money or other thing of value does not violate New York Insurance Law sections 2324 or 6409 or RESPA.

Lender is not required to refer a specified amount of title insurance business to the Agency. You are NOT required to use New York Bankers Title Agency West, LLC as a condition for settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Set forth below is an estimate of the cost or range of charges for the services of the Agency including, the title insurance premiums, fees and other charges.

TYPE OF POLICY	AMOUNT OF INSURANCE	ESTIMATED CHARGE
Lender's Title Insurance	\$1,000,000	\$3,407
Owner's Title Insurance	\$1,000,000	\$4,094
Simultaneous Issue Title Ins.*		\$5,116

*Discounted charge when both Lender's and Owner's title insurance are purchased at the same time.

Lender is not the sole source of business for the Agency, and the Agency has significant and multiple sources of business.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that the Lender is referring me/us to purchase the above described services from New York Bankers Title Agency West, LLC and may receive a financial or other benefit as a result of this referral.

Borrower

Date

Borrower

Date

08/12/2015

6/12/15

73 Court Street, Binghamton, NY 13901

Phase 1

Acquisition:

Renovation:

Acquisition Cost:	\$ 600,000	Estimate:	\$ 700,000
Closing & Due Dilligence	\$ 25,000		
Equity:	\$ 150,000		
Deficit:	\$ (475,000)	Deficit:	\$ (700,00)
Total Project Cost:		\$ 1,325,000	

Upon Stabilization:

Revenue Projections

Residential

Commercial

# of Beds:	32	Commercial Space Monthly	\$ 2,250
8 2-bedroom Apartments		Restaurant/Bar	
4 4-bedroom Apartments		*Excluding Laundry Income	
Monthly Rent Per Bed:	\$ 700		
Total Annual Residential I	\$ 268,800	Annual Commerical Income:	\$ 27,000
Total Annual Income:		\$ 295,800	

Expense Projections

10% Vacancy Margin:	\$ 29,580	Cost/Unit:	\$ 2,465
Gas & Electric:	Tenants Pay	Cost/Unit:	\$ -
Fuel oil:	Tenants Pay	Cost/Unit:	\$ -
Repairs & maintenance:	\$ 3,000	Cost/Unit:	\$ 250
Insurance:	\$ 3,600	Cost/Unit:	\$ 300
Professional:	\$ 750	Cost/Unit:	\$ 63
Real estate taxes :	\$ 20,000	Cost/Unit:	\$ 1,667
Water & sewer:	\$ 5,400	Cost/Unit:	\$ 450
Miscellaneous:	\$ 1,020	Cost/Unit:	\$ 85
Reserves:	\$ 900	Cost/Unit:	\$ 75
4% Gross Management F	\$ 11,832	Cost/Unit:	\$ 986
Total Expenses (with additional 10% increase):		\$ 83,690	

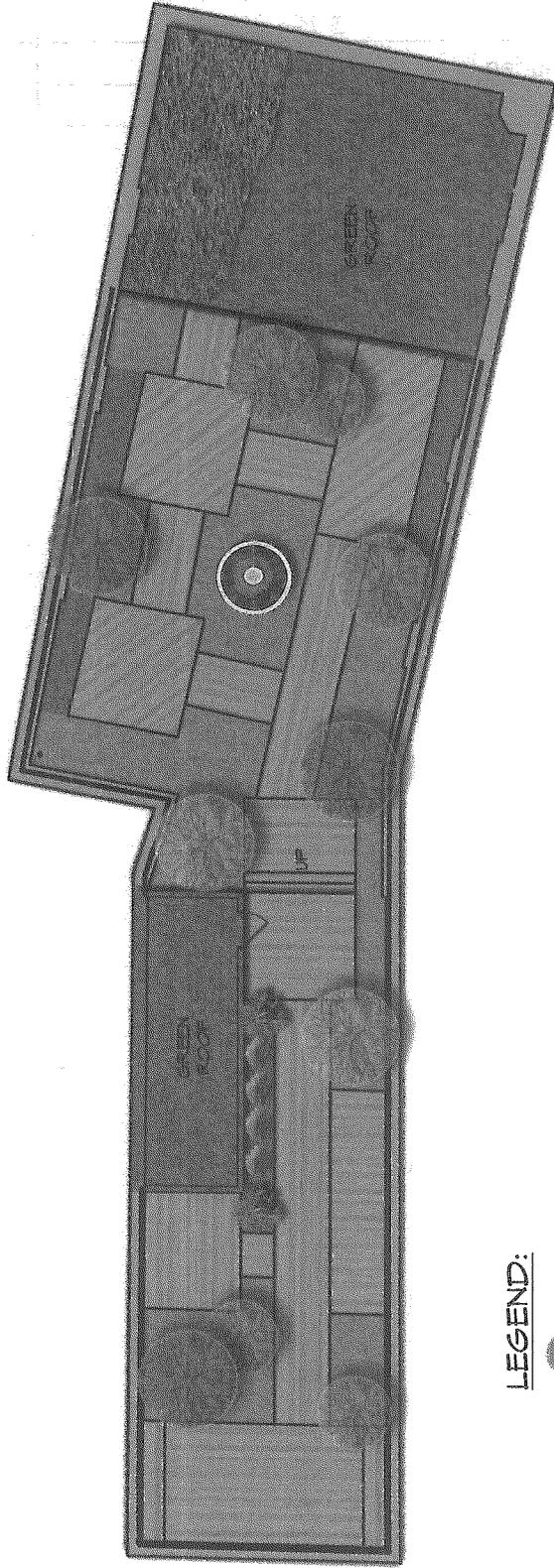
Value Projections

Total Annual Income:	\$ 295,800		
Total Annual Expenses:	\$ 83,690		
Annual Net Profit (Excluding Debt Service):	\$ 212,110		
Indicated Value at 8% Capitalization Rate:	\$ 2,651,37	Total Equity Profi	\$ 1,326,3
Indicated Value at 10% Capitalization Rate:	\$ 2,121,09	Total Equity Profi	\$ 796,098
Indicated Value at 12% Capitalization Rate:	\$ 1,767,58	Total Equity Profi	\$ 442,582

Project Summary:

Close Date:	May 15th, 2015		
Build Out Time Frame:	12 months		
Building Opening:	May 15th, 2016		
Total Capital Expenditure:	\$ 1,325,000		
Total Annual Net Profit:	\$ 212,110		
Total Equity Profit at 10% Capitalization Rate:	\$ 796,098		
*Energy efficiency grants and tax credits not included			
*Does not take into account Debt Expense & Service			

EXHIBIT C

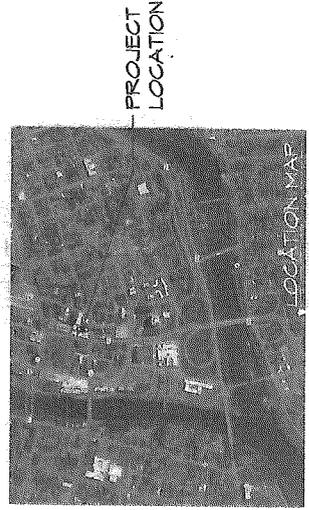


LEGEND:

-  TREE
-  DECK / WALKWAY
-  GRASS SEDUM
-  FOUNTAIN



PROPOSED VEGETATIVE ROOF PLAN
 SCALE: 3/32" = 1' - 0"



PROPOSED VEGETATIVE ROOF

73 COURT STREET BINGHAMTON, NY

JULY 31, 2015

KA PROJECT 2438.07615

EXHIBIT D

CITY CENTER LOFTS

Adam Ibrahim
Syed Ali



73 Court Street Apartments

Unit Type	Number	S.F./Unit	Rent/S.F./NNN	Rent/Mo./Unit	Total Monthly	Total Annual	Use	Retail	1 Bed	2 Bed	3 Bed	Park	Sq. Ft.
Front 2 Bedroom	4	1,200	\$14	\$1,400	\$5,600	\$67,200	Basement- Storage	0	0	0	0	0	0
Back 2 Bedroom	0	1,000	\$20	\$1,667	\$0	\$0	Ground- Retail	2	0	0	0	0	3200
Back 3 Bedroom	0	1,200	\$20	\$2,000	\$0	\$0	2nd- Res.	0	2	2	0	0	3200
Retail	1	3,200	\$9	\$2,400	\$2,400	\$28,800	3rd- Res.	0	2	2	0	0	3200
Totals	5				\$8,000	\$96,000	4th- Res.	0	2	2	0	0	3200
Cost per Square Foot		\$5.00		Occupancy-			5th- Res.	0	2	2	0	0	3200
Construction Cost		\$96,000		Rent	Per Month	Per Year	6th- Res.	0	2	2	0	0	3200
Purchase Price		\$600,000		Per Unit	\$7,600	\$91,200		2	10	10	0	0	19200
Site/Amenities		inc.		Annual Expenses									
Total Construction Costs		\$696,000		M, R & R-	\$760	\$9,120							
A & E Cost-	8%	\$7,680		Adm/Adv-	\$0	\$0							
Soft Costs-	3%	\$2,880		Ins. & Utilities-	\$1,520	\$18,240							
Total Soft Costs		\$10,560		R.E. Tax-	\$883	\$10,598							
Total Cost		\$706,560		Total-		\$37,958							
Total Cost/S. F.-		\$37		Net Operating Income-		\$53,242							
Equity/Grants	20%	\$141,312		P & I-	\$3,307	\$39,680							
Debt	80%	\$565,248		Net Annual Profit-		\$13,561							
				Term-	25 years	Rate	5 %						
				ROI-	9.60%	Cap Rate-	7.54%						



Legislative Branch

RL Number:
15-178
 Date Submitted:
9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Robert C. Murphy
Title/Department: Executive Director, Binghamton Local Development Corporation
Contact Information: x7161

RL Information

Proposed Title: A Resolution approving a facade loan in the amount of \$100,000 and a Special Project loan in the amount of \$100,000 to One North Depot, LLC to assist with the reconstruction of 1 North Depot Street in preparation for conventional financing to facilitate a future mixed use project.
Suggested Content: To be developed by Corporation Counsel
Please see attached Resolution 15-15

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

Binghamton Local Development Corporation

RESOLUTION 15-15

August 27, 2015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BINGHAMTON LOCAL DEVELOPMENT CORPORATION (BLDC) APPROVING A SPECIAL PROJECT LOAN TO ONE NORTH DEPOT, LLC IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND A FAÇADE LOAN IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) BOTH WITH AN AMORTIZATION OF 240 MONTHS AND A TERM OF 120 MONTHS TO ASSIST WITH THE RECONSTRUCTION OF 1 N. DEPOT STREET IN PREPARATION FOR CONVENTIONAL FINANCING AND THEREBY TO FACILITATE THE FUTURE DEVELOPMENT OF A MIXED-USE RESIDENTIAL PROJECT.

WHEREAS, One North Depot, LLC has submitted an application for gap financing through Binghamton Local Development Corporation (BLDC) to provide capital for the renovation of 1 N. Depot Street; and

WHEREAS, said loan application meets all eligibility requirements set forth by the 2015 Binghamton Local Development Corporation Comprehensive Pricing and Underwriting Standards, Facade and Special Projects Loan Program subject to the payment schedule; and

WHEREAS, the borrower demonstrates adequate cash flow to support the loan; and

WHEREAS, the BLDC Finance Committee has reviewed the application and recommend the project for approval; and

WHEREAS, said loan shall be funded from miscellaneous repayments to the City of Binghamton Community Development Block Grant (CDBG) fund; and

WHEREAS, the New York State Environmental Quality Review Act (SEQR) requires all local government agencies to consider environmental impacts equally with social and economic factors during discretionary decision-making; and

WHEREAS, the project approved under this program is not likely to have a significant impact on the environment and will require further review by the City of Binghamton Planning Department;

NOW, THEREFORE; the Board of Directors of the Binghamton Local Development Corporation, duly convened at a regular meeting hereby does:

RESOLVE, that a Special Project Loan to One North Depot, LLC in the amount of One Hundred Thousand Dollars (\$100,000.00) with an amortization of 240 months and a term of 120

Binghamton Local Development Corporation

months at Prime Rate less 0.5% (2.75%); after 5 years to be set at prime even and each fifth year thereafter, and be it further

RESOLVE, that a Façade Loan to One North Depot, LLC in the amount of One Hundred Thousand Dollars (\$100,000.00) with an amortization of 240 months and a term of 120 months at Wall Street Journal Prime Rate (3.25%), and be it further

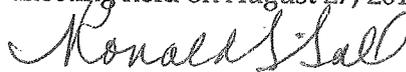
RESOLVED, that the note and terms of said loan together with the loan collateral shall be based on an agreed-upon drawdown schedule for physical improvements to the property approved by the City in the narrative attached hereto; and be it further

RESOLVED, that the BLDC loans will be paid off at the point the project has progressed to securing conventional financing for interior rehabilitation, fixtures and finishes.

RESOLVED, that the Executive Director of the BLDC shall gain the approval of Binghamton City Council for this loan; and be it further

RESOLVED, that after approval from the Binghamton City Council the Executive Director of the BLDC is hereby authorized and empowered to transmit a letter of commitment to said applicant.

I, Ron Sall, hereby certify the above resolution was approved by the Binghamton Local Development Corporation at regular meeting held on August 27, 2015.



Ron Sall, Secretary

Binghamton Local Development Corporation

**BINGHAMTON LOCAL DEVELOPMENT CORPORATION
BINGHAMTON CITY COUNCIL WORK SESSION
September 8, 2015**

Narrative

Project Profile:

Borrower: One North Depot, LLC

Loan Amount: \$200,000.00

Loan Program: 1) \$100,000.00 Special Projects Revolving Fund Loan
2) \$100,000.00 Façade Improvement Fund Loan

Rate: 1) Prime rate published in the Wall Street Journal less (.5%) rate margin on RLF
2) Wall Street Journal Prime

Term: 10 years or Due on Commercial Funding whichever is earlier

Amortization: 20 years the loan is to be paid in full once commercial funding is available)

Origination Fee: 1%

Commitment Fee: 2%

Collateral: A 1st mortgage position on the property located at 1 North Depot Street, Binghamton, NY and a second mortgage position on the property located at 7-9 Eaton Place, Binghamton, NY.

Personal Guarantors: Unlimited Guarantee of Josh John Bishop

Corporate Guarantors: One North Depot, LLC, JJBPM LLC dba JJB Property Management and R2 Contracting.

Job Creation:

This loan is coming out of UDAG funds and therefore does not require job creation.

Purpose: For the revitalization and restoration of a blighted historic structure located on North Depot Street in order to provide affordable apartments to house professionals and students as well as commercial storefront space, office space and work space. The project is consistent with City, County and STREDC comprehensive plans. Borrower needs to make emergency repairs to the North façade while keeping sufficiently liquid to keep

funding the project. Moreover, repairs to the North façade will make the structure much more attractive to commercial lenders for the market rate “live work” space.

Project Scope:

SOURCE:	PERCENTAGE	AMOUNT
BLDC Façade	20%	\$100,000.00
BLDC Revolving Special Project	20%	\$100,000.00
One North Depot, LLC	60%	\$300,000.00
TOTAL	100%	\$500,000.00
USES:		
Renovation of Exterior of Building	100%	\$500,000.00
TOTAL	100%	\$500,000.00

Description:

One North Depot LLC is a mixed use development project located at 1 N Depot Street in Binghamton, NY. The goal of the project is to rehabilitate an existing 59,000 square foot historic building in order to build approximately 70 moderately priced rental loft apartments, 11,000 square feet of first floor commercial space, office space and 8,000 square feet of shared work space.

One North Depot LLC is committed to the responsible, historically conscious, adaptive re-use of the 1 N Depot Binghamton, NY in order to provide moderately priced housing and commercial space.

The proposed exterior work will cease the further deterioration of the building and improve its overall appearance and could act as a catalyst for future development in the City. (See Attached “A” proposed and existing photos of the North Elevation and Exhibit “B” proposed and existing photos of the South Elevation).

Personal History:

One North Depot LLC and its affiliates JJBPM (dba JJB Property Management), and R2 Contracting are an experienced construction and development group in New York. This group offers full service development, general contracting and management. They have

an experienced construction staff, a valuable core of management and an excellent reputation in the community. Josh Bishop of One North Depot LLC owns 100 percent of the LLC (See attached Exhibit "C, Articles of Organization"). Additional limited partners may be brought into the project as needed when the reconstruction of the entire building commences.

Financial/Collateral Analysis:

Type	Full Market Value	Collateral	
		Source	Available Collateral
Building 1 North Depot St.	\$0		\$0.00 *
Building 7-9 Eaton Place	\$1,000,000.00	J.S. Miller Appraisal	\$558,000.00**
Total Loan for Project	\$200,000.00	BLDC	-\$200,000.00
Collateral Excess/Shortfall	\$358,000.00*		\$358,000.00
Collateral Coverage Ratio	100%		100%

*The current market value of the building at 1 North Depot St. according to Broome County Real property records is \$107,000.00, however BLDC staff conservatively values the property at its purchase price of \$35,000.00. Moreover as the redevelopment of the property would be a difficult one and a new developer would likely demand seller's concessions the collateral excess is based only on the full market value of 7-9 Eaton Place. 7-9 Eaton place has an appraised value of \$1,000,000.00 subject to a mortgage in the amount of \$442,000.00 leaving **\$558,000.00 of available equity. Borrower has asked the BLDC to consider to place our collateral lien on the following property.

Personal Financial Statement:

Josh Bishop has a high net worth from his business ventures and has a strong personal liquidity. A credit check of Josh Bishop revealed a personal credit history demonstrating willingness to fulfill financial obligations. He has a satisfactory history with no record of bankruptcies and no late payments.

Economic Development:

If One North Depot, LLC is successful in obtaining this BLDC loan it will rehabilitate a dilapidating historic structure in the Railroad Historic District and will return the property to the tax rolls. This renovation will greatly improve the appearance and overall safety of

the area. This, as well as other projects, signifies the importance of revitalization in this part of the City. One North Depot intends to create approximately 70 market rate studio/one bedroom apartment units designed for young professionals, recent graduates and government employees at a price point starting at \$600.00 for a studio. There is a shortage of available housing for this segment of our population. Moreover, the property units rented will result in an increase in Binghamton's population and an important demographic.

Recommendation:

BLDC Executive Director Murphy recommends this loan for approval by the City Council because the renovation and rehabilitation of the facility at 1 North Depot St., Binghamton, NY within the next year will cease the further deterioration of the building. This project will improve its overall appearance and could act as a catalyst for future development in the City. This project also has the potential to create jobs in the future consistent with the City Comprehensive plan and encouraging the retention of young professionals. Furthermore, enabling One North Depot, LLC to obtain the necessary financing to renovate the building will return a vacant property to the tax rolls and help the local economy.

Risks:

1. One North Depot has suffered from decades of neglect.
2. The North façade has failed.
3. Borrower may not be able to obtain a commercial lender to proceed with the project.

Mitigations of Risks:

1. Borrower has retained experienced engineering and contractor firms and has devised a plan to stabilize the North façade.
2. Borrower has several interested commercial lenders who have expressed interest in financing this project.
3. Borrower has provided sufficient collateral independent of the original project.

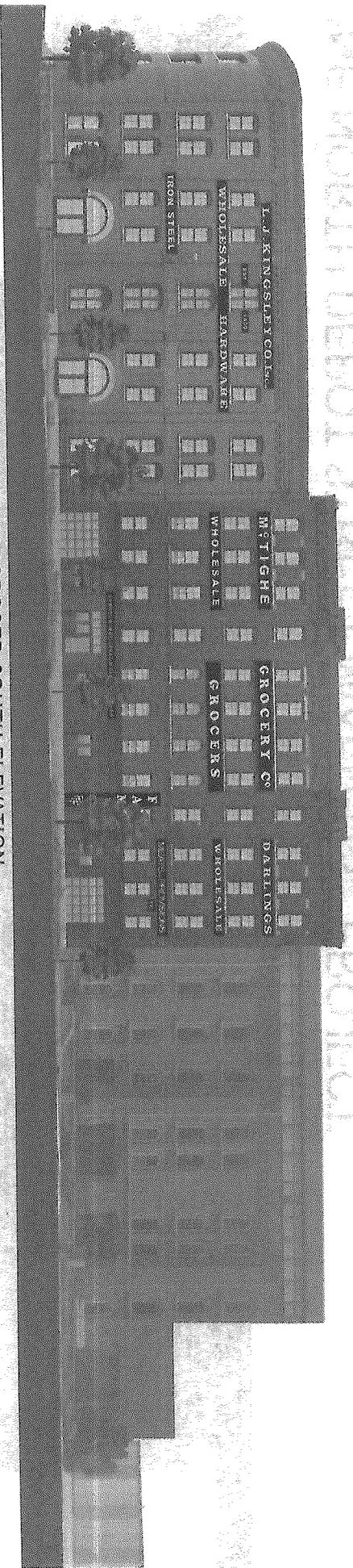
Terms and Conditions:

As proposed the BLDC loan of \$100,000.00 from the BLDC Revolving Special Project Loan Fund and \$100,000.00 from the BLDC Façade Loan Fund would be used to rehabilitate a dilapidating historic structure in the Railroad Historic District thereby facilitating development of a mixed-use residential project at 1 North Depot Street.

The term of the BLDC Special Projects loan would be for 10 years at a rate of prime minus .5% and after 5 years to be set at prime even. The loan would be amortized over 20 years. The term of the BLDC Façade Improvement Loan would be for 10 years at Wall Street Journal Prime. However the loans are to be paid in full once commercial funding is available. The BLDC will hold a 1st Mortgage position on the property located at 1 North Depot Street and a second mortgage position on the property located at 7-9 Eaton Place, Binghamton, NY.

All school, real estate, water and sewer taxes on all properties owned in the City of Binghamton must be current prior to the advance of any BLDC monies.

The applicant understands that as soon as the borrower obtains financing for the construction of projected studio apartments, this loan will be satisfied. The BLDC would likely be approached to perform additional gap financing should the need arise. If North Depot Street be vacated sold, or title transferred to another entity, the loan shall become due and payable.



PROPOSED SOUTH ELEVATION



EXISTING SOUTH ELEVATION

ONE NORTH DEPOT STREET MIXED-USE PROJECT

BINGHAMTON, NEW YORK

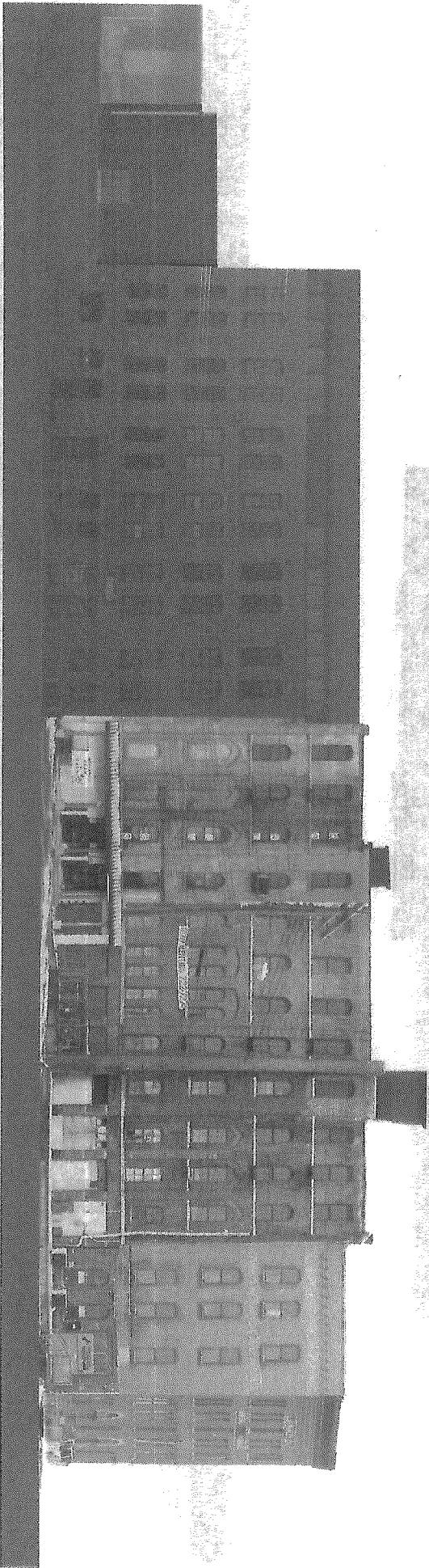
EXHIBIT A

AUGUST 10, 2015





PROPOSED NORTH ELEVATION



EXISTING NORTH ELEVATION

ONE NORTH DEPOT STREET MIXED-USE PROJECT

BINGHAMTON, NEW YORK

EXHIBIT B

AUGUST 10, 2015





Legislative Branch

RL Number:

15-189

Date Submitted:

9/16/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: JARED M. KRAHAM (Bob Murphy will be presenting)

Title/Department: OFFICE OF THE MAYOR

Contact Information: X 7001

RL Information

Proposed Title: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PILOT AGREEMENT WITH LIBERTY AFFORDABLE HOUSING, INC. AT 100 CHENANGO ST.

Suggested Content: TO BE DRAFTED BY CORPORATION COUNSEL.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

TAX EXEMPTION AGREEMENT

This TAX EXEMPTION AGREEMENT (this "Agreement"), dated as of the ____ day of _____, 2015, is made by and among (1) LIBERTY AFFORDABLE HOUSING INC., a not-for-profit corporation organized and existing under the laws of the State of New York and having an address at P.O. Box 549, Rome, New York 13442 ("Liberty"), (2) A.B.C. HOUSING DEVELOPMENT FUND COMPANY, INC., a not-for-profit corporation organized and existing under Article XI of the Private Housing Finance Law ("Article XI") and the Not-for-Profit Corporation Law of the State of New York and having an address at P.O. Box 549, Rome, New York 13440 (the "HDFC"), (3) 100 CHENANGO PLACE LLC, a limited liability company organized and existing under the Limited Liability Company Law of the State of New York and having an address at P.O. Box 549, Rome, New York 13440 (the "Company"), and (4) the CITY OF BINGHAMTON, a municipal corporation of the State of New York having its principal place of business at Binghamton City Hall, 38 Hawley St., Binghamton 13901 (the "City").

RECITALS:

A. Liberty is a charitable organization whose purposes include sponsoring, preserving, developing and otherwise providing housing and related services for low income senior citizens, and is recognized by the Internal Revenue Service as an organization described under Section 501(c)(3) of the Internal Revenue Code.

B. Liberty is the sole corporate member of the HDFC.

C. The HDFC holds title to a certain 144-unit apartment project for low-income senior citizens located at 100 Chenango Place (Tax Map No. 160.33-3-3) in Binghamton, Broome County, New York 13901, and identified as 100 Chenango Place (f/k/a ABC Towers), HUD Project No. 013-44801 and Section 8 No. NY02L000019 (the "Property").

D. The current total assessed value of the Property is \$4,896,000 which includes an assessed value of \$92,600 for the land (the "Current Assessment").

E. Notwithstanding the Current Assessment, under Sections 33 and 577 of Article XI, and pursuant to a certain Amended PILOT Agreement dated April 24, 1997 (the "Prior PILOT Agreement") among the HDFC, the City and the Binghamton City School District (the "School District"), the Property was heretofore deemed exempt from real property taxes (the "Prior Exemption").

F. Pursuant to terms of the Prior PILOT Agreement, the HDFC heretofore made certain semi-annual payments lieu of taxes to the City.

G. The Prior PILOT Agreement expired as of December 31, 2013.

H. The Prior Exemption was extended by agreement dated September 16, 2014, in consideration of the HDFC's agreement to make annual payments lieu of taxes of \$54,000 to Broome County.

I. Liberty has determined that there is a critical need to redevelop and otherwise preserve the Property as affordable housing for low-income senior citizens living in and around the City and surrounding Broome County, New York.

J. In association with the HDFC, Liberty has formed the Company for the purpose of redeveloping and operating the Project as a "Qualified Low-Income Housing Project" for persons of low income within the meaning of Section 42(g)(1) of the Internal Revenue Code.

K. Liberty is the sole member of Liberty CNY Housing, LLC, which is the managing member the Company (the "Managing Member").

L. Liberty desires to cause the HDFC and the Company to substantially rehabilitate the Property, including (i) the renovation of all apartments, (ii) other repairs and improvements to the interior of the building(s) and all common areas thereof, (iii) repairs and improvements to the roof(s) and exterior of the building(s), and (iv) improvements to the grounds of the Property (collectively, the "Improvements").

M. To cover the costs of acquisition and the Improvements, Liberty, the HDFC and the Company have applied to (among others) the New York State Housing Finance Agency ("HFA") for (i) certain low-income housing tax credit financing to be allocated through HFA pursuant to §42 of the of the Internal Revenue Code ("LIHTC"), and (ii) certain tax-exempt bond and mortgage loan financing to be provided by HFA (collectively, the "HFA Financing");

N. In conjunction with the HFA Financing, the U.S. Department of Housing and Urban Development ("HUD") has agreed to provide a rental subsidy for 86 units at the Property pursuant to a certain Housing Assistance Payments Contract (the "HAP Contract") under Section 8 of the United States Housing Act of 1937 (42 USC 1437f), as amended, which generally restricts occupancy in the Property to tenants whose incomes do not exceed 50% of the area median income for the Binghamton Metropolitan Statistical Area.

O. The HFA Financing will accordingly be a "federally-aided mortgage" within the meaning of Subsection 572(5) of Article XI.

P. In conjunction with the HFA Financing, and for purposes of qualifying the Property for LIHTC under Section 42(g)(1) of the Internal Revenue Code, Liberty intends to: (i) cause the HDFC and the Company to enter into a Declaration of Interest and Equity Agreement whereby (a) the HDFC shall thereafter hold legal ownership and title to the Property for and on behalf of the Company, and (b) the Company shall thereafter hold all equitable and beneficial interests in and to the Property for federal income tax purposes, including depreciation and any and all LIHTC attributable to the Property; (ii) cause the HDFC and the Company to utilize all proceeds of the HFA Financing to pay for all development, construction and other costs related

to the acquisition and substantial rehabilitation of the Property; and (iii) cause the Company to thereafter operate the Property as a "Qualified Low-Income Housing Project" under Section 42(g)(1) of the Internal Revenue Code.

Q. As a condition of the HFA Financing, (i) occupancy in the Property will be restricted to elderly tenants with low incomes (generally tenants whose incomes do not exceed 60% of the area median income for the Binghamton Metropolitan Statistical Area), and (ii) the amount of rent charged to tenants of the Property cannot exceed 30% of each tenant's monthly adjusted income.

R. Real Property Tax Law § 422(1)(a) provides that "[r]eal property owned by housing development fund companies organized pursuant to the not-for-profit corporation law and article eleven of the Private Housing Finance Law, used exclusively to provide housing for the handicapped or aged persons of low income, and financed by a federally-aided mortgage . . . shall be exempt from taxation and exempt from special ad valorem levies and special assessments".

S. Upon closing the HFA Financing, the Property will consequently be exempt from taxation with or without the approval of the City, Broome County and/or the School District.

T. Notwithstanding the aforesaid exemption under Real Property Tax Law § 422(1)(a), Liberty has determined that it is in the best interests of the parties for the HDFC and/or the Company to make payments in lieu of taxes with respect to the Property in the amounts hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

Section 1. Definitions. All definitions and/or capitalized terms contained in this Agreement shall have the respective meanings specified in the above preambles and/or Article XI of the Private Housing Finance Law of the State of New York.

Section 2. Exemption from City, County, State and School Tax. The City for itself, and as the assessing authority for and on behalf of Broome County, the School District and the State of New York, acknowledges and agrees that the Property will be exempt from taxation under Real Property Tax Law § 422(1)(a) following the closing the HFA Financing. The exempt value of the Property will include the value of the land, all buildings and other improvements included as part of the Current Assessment and any subsequent value of the land, buildings and other improvements to be made by the HDFC and the Company which represents an increase over the Current Assessment.

Section 3. Term of Tax Exemption. The term of the tax exemption shall commence on the date the HFA Financing closes and shall remain in effect for the entire term of the HFA Financing. For example, in the event the HFA Financing closes on January 1, 2016, the exemption would take effect January 1, 2016.

Section 4. Payments in Lieu of Tax - PILOT. After the closing of the HFA Financing, for so long as the exemption provided for under Real Property Tax Law § 422(1)(a) shall remain in force and effect, the Company shall make annual payments in lieu of taxes (the "PILOT payment" or the "PILOT payments") to Broome County as follows:

(a) For the first year of the exemption (the "Initial Year"), the Company shall make an annual PILOT payment of \$54,000.00 to the Broome County Director Office of Management and Budget (the "Base Payment");

(b) The above Base Payment from the Company shall be due and payable in equal semi-annual installments on July 1st and January 1st of each such year and shall accrue interest at the rate of 1% per month if not paid by July 31st and January 31st of the month the payment is due;

(c) The Base Payment shall be increased annually after the Initial Year by the Operating Cost Adjustment Factor (the "OCAF") approved by HUD for the then-current year for a certain Housing Assistance Payments Contract under Section 8 of the United States Housing Act of 1937 (42 USC 1437f) between the HDFC and/or the Company and HUD (the "HAP Contract"). The resulting sum shall be paid to the Broome County Director Office of Management and Budget as the PILOT payment for the then-current year and shall be the basis for calculating the amount due as the PILOT payment for the following calendar year, which shall likewise be increased by the OCAF percentage for said following year. The adjustment process utilizing the OCAF (or any successor factor established by the Federal government) shall repeat for each succeeding calendar year, with the amount paid for each preceding year serving as the basis for the next PILOT payment. Each such preceding PILOT payment amount shall be increased by the applicable OCAF percentage for the then-current year to arrive at the PILOT payment payable for the then-current year. Following the Initial Year, the PILOT payment payable for each year under this Agreement after shall be payable in equal installments on July 1st and January 1st of the same fiscal year of the City;

(d) The Company shall provide the Broome County Director Office of Management and Budget with notice of the OCAF each year within 30 days of the date the OCAF is established by HUD;

(e) Broome County shall thereafter issue a statement to the HDFC and the Company for the annual PILOT payment and the Company shall pay the PILOT payment as set forth above;

(f) Any PILOT payments not received by the Broome County Director Office of Management and Budget by July 31st or January 31st of the month in which it is due shall accrue interest at the rate of 1% per month until paid;

(g) By way of example, if the HFA Financing closes in 2016 and the OCAF for 2017 is 2%, the PILOT Payment for 2017 year will be \$55,080 (i.e., the \$54,000 Base Payment plus 2%). If the OCAF for 2018 is also 2%, the PILOT Payment for 2018 will be \$56,181.60

(i.e., \$55,080 plus 2%). Subsequent PILOT Payments will be increased by the OCAF in the same fashion;

(h) For all PILOT Payments made by the Company to Broome County pursuant to subsections (a), (b) and (c) above, within 30 days of receipt of any such payment from the Company, Broome County shall remit portions of such payment to the School District and the City. Said portions shall be in the same proportions as the respective tax rates, in effect on January 1st of the year in which any such payment is due, for the School District and the County shall bear to the sum of the tax rates in effect said January 1st for the City, the School District and Broome County;

(i) For so long as the HFA Financing remains outstanding, the City shall have no right to remove the Property from the exempt portion of the Assessment Roll or otherwise rescind and terminate the aforesaid exemption under Real Property Tax Law § 422(1)(a) for the HDFC or the Company's failure to make any PILOT Payments hereunder;

(j) Upon payment in full of the HFA Financing, the Assessor or other duly-authorized government official may remove the Property from the exempt portion of the Assessment Roll.

Section 5. Assessments for Local Improvements: Special Assessments. It is understood and agreed by and between the parties hereto, that in addition to PILOT payments payable by the HDFC or the Company pursuant to Section 4 above, the Company shall be liable for the payment of any special assessments for local improvements imposed by any taxing authority for water, fire protection, lighting, sewer, garbage or other similar items, provided, however, that the assessed value of the Property for purposes of any and all special assessments shall be the Current Assessment.

Section 6. Project Organized for Public Purpose. The parties hereby agree that, for purposes of Article XI of the Private Housing Finance Law, the provisions of low income rental housing constitutes a public purpose.

Section 7. HFA and HUD Rules and Regulations. The parties hereby agree that the Property shall be operated in accordance with the applicable requirements, rules and regulations previously promulgated or hereinafter promulgated by HFA and/or HUD. The parties further agree that the rental rates to be charged to tenants for units in the Property shall be in accordance with the applicable requirements, rules and regulations of HFA and/or HUD.

Section 8. Consistency with Article XI. The parties agree that this Agreement shall be subject to the provisions of Article XI of the Private Housing Finance Law and, without enumerating the applicable provisions of Article XI, that the Property shall be operated in accordance with the provisions of Article XI.

Section 9. Amendment of Agreement. This Agreement may not be effectively amended, changed, modified, altered or mutually terminated unless such amendment, change,

modification, alteration or mutual termination is in writing intended for such purpose and executed and delivered by each of the parties and, in the case of any amendment, change, modification or alteration of this Agreement, unless the HDFC, the Company and the City shall assume in writing the obligations of such amended, change, modified or altered agreement.

Section 10. Failure to Acquire Title. Notwithstanding anything hereinabove or hereinafter contained to the contrary, the City, at its sole option, may elect to terminate this Agreement if the HDFC fails to acquire title to the Property by July 1, 2017, in which case the tax exemptions provided for hereunder shall not become effective and the parties hereto shall have no obligations whatsoever under this Agreement.

Section 11. Third-Party Beneficiaries. The School District and Broome County are each hereby deemed to be third-party beneficiaries under this Agreement. The City and the School District shall have the right to take legal action against Broome County in the event Broome County shall fail to make any payment(s) due under this Agreement under Section 4(h) hereof.

Section 12. Assignment. The provisions of this Agreement are intended to be for the benefit of the City as the assessing authority for and on behalf of Broome County, the School District and the State of New York. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may not be assigned by the HDFC or the Company except (a) upon the express written consent of the City, or (b) to HFA, HUD or State of New York Mortgage Agency (SONYMA) in the event HFA or HUD or SONYMA acquires title to the Property following any default under the HFA Financing.

Section 13. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be deemed sufficiently given when sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other method as shall provide the sender with documentary evidence of such delivery. The addresses to which notices, certificates or other communications hereunder shall be delivered are as follows:

To the HDFC: A.B.C. Housing Development Fund Company, Inc.
 c/o Liberty Affordable Housing Inc.
 (Attention: Executive Director)
 P.O. Box 549
 Rome, New York 13442

To the Company: 100 Chenango Place LLC
 c/o Liberty Affordable Housing Inc.
 (Attention: Executive Director)
 P.O. Box 549
 Rome, New York 13442

To the City: City of Binghamton
 (Attention: Mayor)
 Binghamton City Hall

38 Hawley St.
Binghamton, New York 13901

To Broome County: BC Director of OMB
Broome County OMB
60 Hawley Street
PO Box 1766
Binghamton, NY 13902

Any person entitled to notice may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 14. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 15. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16. Venue. Any litigation relating hereto shall take place in the Supreme Court of the State of New York in and for the County of Broome.

Section 17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any previous agreements or understandings, whether oral or in writing, pertaining to the subject matter hereof.

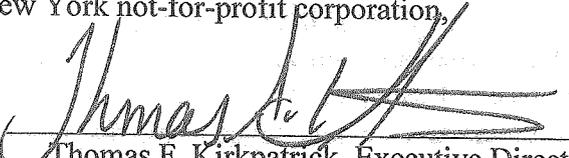
Section 19. Effective Date. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not become effective until the closing of the HFA Financing.

[the remainder of this page is intentionally left blank]

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

LIBERTY AFFORDABLE HOUSING INC.,
a New York not-for-profit corporation,

By: 
Thomas F. Kirkpatrick, Executive Director

A.B.C HOUSING DEVELOPMENT FUND
COMPANY, INC., a New York not-for-profit corporation,

By: 
Thomas F. Kirkpatrick, Vice President

100 CHENANGO PLACE LLC,
a New York limited liability company,

By: Liberty CNY Housing, LLC,
a New York limited liability company,
its Managing Member,

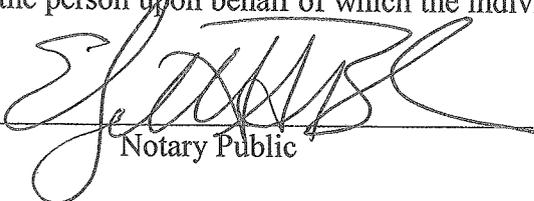
By: Liberty Affordable Housing Inc.,
a New York not-for-profit corporation,
its sole member,

By: 
Thomas F. Kirkpatrick, Executive Director

[SIGNATURE AND ACKNOWLEDGMENT OF THE CITY OF
BINGHAMTON IS ATTACHED HERETO AS PAGE 10]

STATE OF NEW YORK) SS:
COUNTY OF ONEIDA)

On the 2nd day of September in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas F. Kirkpatrick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ELIZABETH A. BAKER
Notary Public in the State of New York
Qualified in Herkimer County 01BA6165549
My Commission Expires May 7, 2019

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF BINGHAMTON

By: _____
Richard C. David, Mayor

STATE OF NEW YORK) SS:
COUNTY OF BROOME)

On the ____ day of _____, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. David, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary



Legislative Branch

RL Number:

15-188

Date Submitted:

01/16/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jared M. Kraham

Title/Department: Office of the Mayor

Contact Information: x7001

RL Information

Proposed Title: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH M. B. YONATY, DEVELOPMENT, LLC FOR THE SALE OF 72 COURT STREET FOR \$75,000.

Suggested Content: TO BE DRAFTED BY CORPORATION COUNSEL.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: [Signature]

Comptroller: [Signature]

Corporation Counsel: [Signature]

Finance Planning MPA PW/Parks Employees Rules/Special Studies

Contract of Sale

THIS CONTRACT OF SALE dated as of the ____ day of September, 2015, by and between the City of Binghamton, a municipal corporation, City Hall, 38 Hawley Street, Binghamton, New York 13901 ("Seller"), and M. B. Yonaty, Development, LLC, 4164 Lisi Ln Binghamton, New York, 13903("Purchaser").

WITNESSETH:

WHEREAS, the Seller owns certain real property located at 72 Court Street, Binghamton, New York, Parcel ID Number: 160.41-4-14 (the "Premises"); and

WHEREAS, the Seller is willing to sell the Premises and the Purchaser is willing to purchase the Premises, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Sale and Purchase.

1.1 The Seller agrees to sell and convey, and the Purchaser agrees to purchase the Premises.

1.2 This sale does not include any right, title and interest, if any, of the Seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the Premises, to the center line thereof. Seller will retain title to any such land.

1.3 This sale includes all right, title and interest of the Seller in and to any award made or to be made by reason of eminent domain prior to the closing of title.

2. Purchase Price. The purchase price for the Premises is Seventy-Five Thousand 00/100 Dollars (\$75,000.00), payable as follows:

2.1 A deposit (the "Deposit") of Seven Thousand, Five Hundred and 00/100 Dollars (\$7,500.00) on the signing of this Contract, by check payable to the Seller to be held in trust by the City of Binghamton Finance Department pending closing or earlier termination of this contract;

2.2 Sixty-Seven Thousand, Five Hundred and 00/100 Dollars (\$67,500.00) by wire transfer, certified or bank check payable to the order of the Seller on the delivery of the deed as hereinafter provided.

2.3 On December 11, 2014, the New York State Regional Economic Development Council awarded the Seller \$500,000 for improvements to the Premises. The Seller will provide such funds for the Premises in accordance with the award. The award will be payable as

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reimbursement for eligible expenses once construction, as described in paragraph 8 below, is complete. The Purchaser agrees to accept the award and be bound by any terms and conditions of the award. A copy of the award letter is annexed hereto as Exhibit "A".

2.4 Except as provided in paragraph 6 and 7 below, if the Purchaser fails to close for any reason, other than failure to obtain site plan and/or special use permit after a good faith application, as provided in Section 6 below, the Deposit will be released to the City of Binghamton as liquidated damages and this Contract will be null and void. If the Seller cannot transfer title as required by this Contract or if Purchaser does not obtain site plan and/or special use permit after a good faith application, or if Seller defaults hereunder, the Deposit will be returned to the Purchaser.

3. Condition of the Premises. (a) The Purchaser is relying solely on its own inspection and investigation to determine whether to purchase the Premises. If Purchaser proceeds to Closing, Purchaser will accept the Premises in its "AS IS" condition, i.e., a vacant commercial parcel. Seller makes no representations or warranties regarding the condition of the Premises or any information supplied to or reviewed by Purchaser. Seller will remove the benches, tables, and fence on the Premises. Seller will fill in any holes. Seller will not remove the existing sidewalk paths.

4. Subject to Provisions. The Premises are to be transferred subject to the following:

4.1 Purchaser's review of title pursuant to paragraph "7" below.

4.2 Rights of the public in and to that portion of the Premises lying within the bounds of any public street or highway.

4.3 Zoning, building, and other ordinances and regulations, if any, provided they are not violated by the existing use, subject to Purchaser's rights as set forth in Section 6 below.

4.6 Subject to a easement for ingress and egress for the benefit of 92 Court Street, as annexed hereto as Exhibit B.

5. Adjustments.

5.1 Real property taxes and special assessments, if any, are to be apportioned as of the closing date on the basis of the fiscal year for which assessed. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

5.2 The Seller shall obtain a final water/sewer reading not more than two (2) business days prior to or after the time herein set for closing title. Seller shall be responsible for the final water/sewer bill, if any, generated as a result of said meter reading.

5.3 Any errors or omissions in computing apportionments at closing shall be corrected by the parties. This provision shall survive the delivery of the deed for thirty (30) days.

6. Contingency.

(a) Purchaser shall have ninety (90) days from the date of this Contract (the "Due Diligence Period") to conduct such research, review, investigation and analysis as Purchaser deems necessary to evaluate the Property, including an Environmental Assessment, if applicable, zoning, title, survey, permitting etc. Seller shall permit Purchaser and Purchaser's agents, contractors, engineers, consultants and employees, upon reasonable notice to Seller, to enter onto and into the Property, from time to time prior to the Closing Date to conduct and make any and all studies, examinations, surveys, inspections and investigations of, or concerning, the Property, including, without limitation, traffic studies, soil borings and tests; engineering and geotechnical studies; drainage and flood plains and wetlands, if any; evaluation of the integrity of underground storage facilities, if any; and inspection and testing for the presence of any and all hazardous substances (all of the foregoing tests, studies, examinations, inspections and investigations are hereinafter collectively referred to as "Tests"). Purchaser shall repair and otherwise be liable for any damage or injury which occurs on the Property caused by Purchaser's investigations during Purchaser's or Purchaser's agents', employees', contractors' or subcontractors' inspection(s), shall indemnify, defend and hold Seller harmless for all loss and damage (including reasonable attorneys' fees) and shall maintain (and provide to Seller prior to entering onto the Premises) Commercial General Liability insurance coverage, in an amount not less than \$1,000,000.00, naming Seller as additional insured.

If Purchaser determines, in its sole discretion, at any time on or before 5:00 p.m. on the last day of the Due Diligence Period that the Property is unsatisfactory to it for any reason or no reason, Purchaser may terminate this Contract, whereupon the entire Initial Deposit will be returned to Purchaser by the Seller's attorney and neither party shall have any further rights against the other party or any liabilities to the other party (except for those provisions which are stated to survive termination of this Contract).

(b) Within thirty (30) days from the expiration of the Due Diligence Period, the Purchaser shall submit an application to the City of Binghamton Planning Commission for site plan and/or special use permit, the Zoning Board of Appeals, if necessary, the Commission on Architecture and Urban Design (CAUD) and the New York State Historic preservation Office (SHPO) for a four to six story mixed-use building with commercial or retail tenants on the ground level and market rate residential units on the upper floors. The Purchaser will pursue these applications in good faith. If the Purchaser is proceeding in good faith but has not received a final decision on the requested approvals within ninety (90) days of the expiration of the Due Diligence Period, then the City will extend Purchaser's time to obtain such approvals for up to an additional four (4) months. If, after a good faith application, the Purchaser is denied such approvals or does not receive a decision within the above deadlines, including any extension, then the Purchaser may either (i) agree to waive this contingency and purchase the Premises as otherwise provided in this Contract; or (ii) cancel this Contract and the Deposit will be returned to the Purchaser.

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7. Title to be Conveyed and Deed.

(a) The transfer shall be by Quit Claim Deed. Nonetheless, if Purchaser is unable to obtain title insurance insuring good and marketable title to the Premises pursuant to a current ALTA Owner's Policy of Title Insurance, then Purchaser may cancel this Contract and the Deposit will be returned to the Purchaser. Seller may, at its sole cost and expense and prior to closing, cure any title defects, including by way of title endorsement.

8. Closing, Transfer of Title and Construction. Transfer of title shall occur on or about thirty (30) days from the date Purchaser receives approvals as provided in Section 6 above. The closing will take place be at City Hall, 38 Hawley Street, Binghamton, New York, at a mutually convenient time.

Purchaser will construct and obtain a permanent certificate of occupancy for an approved four to six story mixed-use building with commercial or retail tenants on the ground level and market rate residential units on the upper floors within eighteen (18) months of the Closing Date. Purchaser will be required to post a performance bond, in a form acceptable to the City of Binghamton Engineer and Corporation Counsel, to guaranty timely construction.

9. Transfer Tax and Recording Fees. At the closing Purchaser shall deliver a check to the order of the recording officer of Broome County for the amount of the New York State and Broome County transfer tax, documentary stamps, if any, and all recording fees and costs.

10. Possession. Possession of the Premises shall be delivered by Seller to Purchaser at closing.

11. Pre-closing Inspection. The Purchaser shall have the right to inspect the Premises within twenty four (24) hours prior to closing to ascertain whether Seller has complied with the terms and conditions of this Contract.

12. Broker. Seller and Purchaser represent to one another that no broker was involved in this transaction. The parties agree to indemnify and hold each other harmless against any and all costs and expenses, including reasonable attorney's fees, by any broker claiming that he/she represented the other party. This paragraph will survive the closing of title.

13. Risk of Loss. General Obligations Law Section 5-1311 establishes the risk of loss and obligation of the parties in the event of the destruction or taking by eminent domain of all or a portion of the Premises being conveyed prior to closing.

14. Compliance with Law. All notice or notices of violations of law, rules, statutes, ordinances, orders, requirements, etc. issued by any Federal, State or local government or

agency thereof against or affecting the Premises at the date hereof, shall be complied with by the Seller and the Premises shall be conveyed free of the same. Upon request of the Purchaser, the Seller shall furnish the Purchaser with an authorization to make the necessary searches therefore.

15. Seller's Representations/Warranties. Seller represent and warrants to Purchaser as follows:

15.1 Seller has the right to enter into this Contract and consummate the transaction contemplated hereby without the consent of others. All resolutions, authorizations and other governmental processes and procedures have been obtained or will be obtained prior to Closing.

15.2 To the best of Seller's knowledge, Seller has marketable title to the real property and owns, free and clear of any liens or encumbrances the fixtures, appliances and equipment at the Premises, if any.

15.3 There is no pending or threatened eminent domain or other legal or administrative proceeding affecting the Premises.

15.4 To the best of Seller's knowledge, the Premises has access to and from public highways and roads and Seller have no knowledge of any fact or condition which would result in termination of such access.

15.5 Seller agrees that from the date of execution of this Contract, to and including the date of closing, it will provide Purchaser with a copy of any notices, citations, complaints, or other directives from agencies having jurisdiction whereby Seller's compliance with environmental statutes, rules or regulations is called into question.

15.6 To the best of Seller's knowledge, Seller has duly complied in all material respects with all applicable laws and regulations of federal, state, and local governments, including but not limited to environmental laws and regulations as they relate to the Premises.

15.7 There is no litigation, actions, investigation, proceedings or notices of the same and Seller, to the best of its knowledge, is not aware of any potential litigation, actions, investigations or proceedings with respect to or relating to the Premises.

15.8 The representations and warranties made by the Seller shall be complete and correct on the closing date.

15.9 These representations will not survive the closing of title.

16. Notices. All notices required or otherwise given under this Contract shall be deemed effective when received and shall be in writing, delivered, personally or by prepaid U.S.

Certified Mail, return receipt requested, Federal Express, or similar overnight courier addressed as follows:

Seller: Corporation Counsel
City Hall, 38 Hawley Street
Binghamton, NY 13901

Purchaser: Mark Yonaty
M.B. Yonaty Development, LLC
4164 Lisi Lane
Binghamton, New York, 13903

With a copy to:

Levene Gouldin & Thompson, LLP
ATTN: Howard M. Rittberg, Esq.
450 Plaza Drive
Vestal, New York

17. Miscellaneous.

17.1 This Contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

17.2 This Contract shall not be recorded in the Clerk's Office in the County in which the property is located.

17.3 Neither this Contract nor any provision thereof may be waived, changed or canceled except in writing signed by the party to be charged.

17.4 Any and all disputes hereunder will be determined under the laws of the State of New York. Venue for any action or proceeding will be Broome County, New York.

17.5 It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their agreement with respect to the subject matter hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the day and year first above written.

SELLER:
CITY OF BINGHAMTON

By: _____
Richard C. David, Mayor

Dated: _____

PURCHASER:
M. B. Yonaty Development, LLC

By: _____
Mark Yonaty, Member/Manager

Dated: 9/9/15

Empire State Development

December 19, 2014

Bob Murphy
Director of Economic Development
City of Binghamton
38 Hawley Street
Binghamton, New York 13901

Re: Mixed Use Development Project 70-72 Court St.,

Dear Mr. Murphy:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After three successful rounds, the 2014 CFA made \$750 million in economic development resources available from over 30 programs across thirteen state agencies. The agency programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. Empire State Development is proud to have contributed over \$220 million to this year's Consolidated Funding Application.

As announced by Governor Cuomo on December 11, 2014, we are pleased to inform you that City of Binghamton has been recommended for an award of up to \$500,000 from the Empire State Development Grants Program. ESD's Southern Tier Regional Office will contact you to clarify specifics about the project in order to issue a formal Incentive Proposal. The Incentive Proposal, which must be signed and returned to ESD, will outline funding requirements, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions required by the ESD funding processes. Grant funding is conditioned on approval by the ESD Directors, which typically is requested at the time of project completion, and funds are disbursed in arrears, as reimbursement for expenses undertaken. If you applied for funding from other ESD programs or other State agencies, you will receive information from those programs/agencies separately.

Congratulations, and we look forward to working with you on this important project.

Best regards,



Kenneth Adams
President & CEO, Empire State Development
Commissioner, NYS Department of Economic Development

cc: Bonnie Palmer

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 2014, by and between the City of Binghamton, City Hall, 38 Hawley Street, Binghamton, New York 13901 ("Grantor") and 33 State Street Associates LLC, 2194 Hazard Hill Rd., Binghamton, NY 13903 ("Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located at 72 Court St., Binghamton, New York, Parcel ID No. 160.41-4-14, and as further described in a deed filed in the Office of the Broome County Clerk in Book 2201 page 490 (the "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located at 92 State St., Binghamton, New York, Parcel ID No. 160.41-4-15, and as further described in a deed filed in the Office of the Broome County Clerk in Book 2313 page 88 (the Grantee's Property"); and

WHEREAS, buildings on Grantor's Property and Grantee's Property previously shared a common wall, including interior stairs and an access between the buildings; and

WHEREAS, Grantor has demolished its building, requiring Grantee to replace the prior interior stairs with stairs suitable for exterior use; and

WHEREAS, the stairs are located on the Grantor's Property; and

WHEREAS, the parties wish to provide for an easement for the construction, use maintenance, repair, and replacement of exterior stairs for ingress and egress to and from the Grantee's Property.

NOW, THEREFORE, the parties hereto, in consideration of \$1.00 paid by Grantee to Grantor and intending to be legally bound hereby, agree as follows:

1. Grantor hereby grants and conveys to Grantee a permanent easement over a portion of the Grantor's Property as described in Exhibit "A" annexed hereto and made a part hereof (the "Easement Area").
2. The Grantee shall use the Easement Area to construct, use, maintain, repair, and replace ^{existing} exterior stairs ^{from the basement to ground level} for ingress and egress to and from the Grantee's Property.
3. Grantee shall construct, use, maintain, repair, and replace the ^{above described} exterior stairs at its sole cost and expense.

Exhibit "B"

4. Grantee will comply will all City of Binghamton and New York State Fire Prevention and Building Code requirements regarding construction and maintenance of the exterior stairs.
5. Grantee agrees to indemnify and hold Grantor harmless from any liability, cost, or expense, including reasonable attorney's fees, incurred by Grantor by reason of injury to persons or damage to property arising out of or in connection with use of the exterior stairs and the Easement Area.
6. Grantee shall maintain general liability insurance in amounts consistent with general liability insurance for Grantee's Property or any such other amounts as the Corporation Counsel of the City of Binghamton may reasonably require, naming the Grantor as an additional insured and providing Grantor with not less than thirty (30) days notice of cancellation.
7. Grantee will repair any damage to the Easement Area, unless such damage is caused by Grantor, or Grantor's employees, agents, or contactors.
8. Nothing herein shall preclude Grantor, its heirs, successors and assigns, from constructing improvements above the exterior stairs or relocating the exterior stairs, provided such construction or relocation does not eliminate the ingress and egress intended by this Easement Agreement.
9. In the event of any default under this Easement Agreement either party may give written notice to the defaulting party and a reasonable opportunity to cure said default. If Grantee fails or refuses to cure any default within said cure period or if Grantee fails or refuses to maintain or discontinues its general liability insurance, then Grantor may, upon two (2) business days written notice to Grantee, terminate use of the Easement Area.
10. Any notices hereunder shall be delivered either personally or by certified mail, return receipt requested to the party at the above address. Either party may amend the address by giving written notice to the other party. Any notice to the City of Binghamton shall be to the attention of the Mayor with a copy to the Corporation Counsel.
11. The laws of the State of New York shall apply to this Easement Agreement and venue for any action or proceeding hereunder shall be Broome County, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed the day and year first above written.

33 STATE STREET ASSOCIATES LLC

By: _____

THE CITY OF BINGHAMTON

By: _____
Richard C. David, Mayor

STATE OF NEW YORK)
) SS:
COUNTY OF BROOME)

On the day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF BROOME)

On the day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. David, Mayor of the city of Binghamton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Legislative Branch

RL Number:

15-177

Date Submitted:

9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Joe Yannuzzi
Title/Department: Water/Sewer Superintendent
Contact Information: 772-7210

RL Information

Proposed Title: Amend the 2015 Budget - transfer funds for overtime per
attached transfer request.

Suggested Content: _____

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	_____
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 09/01/2015

I respectfully request the below described transfer of funds due to the following reasons:

Overdrawn overtime line

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
FX8330.54665 JSTP IPP	FX8340.51900 Overtime	\$30,000.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 9/15/15

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: 9.1.15

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



Legislative Branch

RL Number:

15-187

Date Submitted:

9/16/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: JARED M. KRAHAM

Title/Department: OFFICE OF THE MAYOR

Contact Information: X7001

RL Information

Proposed Title: A RESOLUTION AUTHORIZING VARIOUS BUDGET TRANSFERS IN THE CDBG FY33-39 BUDGETS TO CD8662.533506.CDY40 PUBLIC INFRASTRUCTURE IN THE AMOUNT OF \$300,000.

Suggested Content: TO BE DRAFTED BY CORPORATION COUNSEL.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance	Planning <input checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

*Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.*

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/16/2015

I respectfully request the below described transfer of funds due to the following reasons:

Transfer various unspent CDBG lines to fund public infrastructure improvements in the FY40 Budget in
the amount of \$300,000.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
See attached spreadsheet.		

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: 

Date: 9/16/2015

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: 

Date: 9/16/15

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

Transfer for Public Infrastructure - September 2015

From	Amount	To	Amount
CD6889.533503.CDY35	11,498.79	CD8662.533506.CDY40	Public Infrastructure
CD6889.533503.CDY37	18,349.56		
CD6889.533503.CDY38	16,563.25		
CD8662.533524.CDY35	14,278.35		
CD8664.533505.CDY35	15,255.36		
CD8664.533505.CDY36	571.37		
CD8684.533502.CDY33	2,432.98		
CD8684.533502.CDY35	58,346.10		
CD8684.533502.CDY36	2,641.44		
CD8684.533502.CDY37	18,507.33		
CD8684.533502.CDY39	36,710.87		
CD8668.533504.CDY35	33,940.07		
CD8668.533504.CDY38	2,976.10		
CD8668.533504.CDY39	5,869.23		
CD8686.533501.CDY35	29,009.21		
CD8686.533501.CDY37	33,049.99		
	300,000.00		300,000.00



Legislative Branch

RL Number:
15-184
Date Submitted:
9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager -Comptroller + Terry Kellogg *JK*

Title/Department: Comptroller

Contact Information: 6772-7011

RL Information

Proposed Title: An Ordinance authorizing the transfer of funds in the 2015 budget for General, Parking Ramps, Water and Sewer Funds.

Suggested Content: Due to the refunding of bonds in late 2014 the budgeted amounts for interest were higher and the principal amounts were lower than the actual payments.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No
BUDGET TRANSFER SHEET

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:	<i>Richard D. Davis</i>					
Comptroller:	<i>[Signature]</i>					
Corporation Counsel:	<i>[Signature]</i>					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/15/2015

I respectfully request the below described transfer of funds due to the following reasons:
Under Budgeted Serial Bond Principal and over budgeted Serial Bond Interest

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A 9710.57000	A 9710.56000	175,000. ⁰⁰
General - Bond Interest	General - Bond Principal	

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: [Signature]

Date: 9.15.2015

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Signature]

Date: 9.15.2015

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/15/2015

I respectfully request the below described transfer of funds due to the following reasons:

Under Budgeted Serial Bond Principal and over budgeted Serial Bond Interest

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
CP 9710. 57000	CP 9710. 56000	16,000.00
Parking - Bond Interest	Parking - Bond Principal	

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: [Signature]

Date: 9.15.2015

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Signature]

Date: 9.15.2015

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____ . Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/15/2015

I respectfully request the below described transfer of funds due to the following reasons:

Under Budgeted Serial Bond Principal and over budgeted Serial Bond Interest

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
FX 9710. 57000	FX 9710. 56000	46,000.00
Water - Bond Interest	Water - Bond Principal	

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: T J Kelly

Date: 9/15/15

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Signature]

Date: 9.15.2015

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/15/2015

I respectfully request the below described transfer of funds due to the following reasons:

Under Budgeted Serial Bond Principal and over budgeted Serial Bond Interest

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
G 9710. 57000	G 9710. 58000	58,000.00
Sewer-Bond Interest	SEWER-BOND PRINCIPAL	

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: _____

9/15/15

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: _____

9-15-2015

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____, Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



Legislative Branch

RL Number:

15-185

Date Submitted:

9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager
Title/Department: Comptroller
Contact Information: 772-7011

RL Information

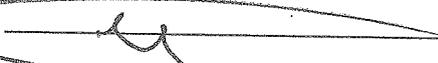
Proposed Title: Amend 2015 Budget

Suggested Content: Fund Park Rangers wages from CDBG Fund (CD8676.533523.CDY40-Public Service) Increase A.42801 Interfund Revenue \$22,100, Increase A7020.51800 (PARKS TEMP LABOR), \$22,000 AND A7020.51900 (Parks Overtime)\$100

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

RL Number: <u>15-186</u>
Date Submitted: <u>9/15/15</u>

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: 772-7011

RL Information

Proposed Title: Amend 2015 Budget for Storm Water Grant

Suggested Content: Grant originally set up in H8746.555555.C0033 (Storm Water Grant).
Transfer money from above account A.42801 (Interfund Revenue) and A8684.51800 (Planning Temp
Labor) in the amount of \$4,608.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u><i>Richard David</i></u>
Comptroller:	<u><i>[Signature]</i></u>
Corporation Counsel:	<u><i>[Signature]</i></u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:

15-182

Date Submitted:

9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: MICHAEL DERVAY

Title/Department: CENTRAL SERVICES

Contact Information:

RL Information

Proposed Title: TRANSFER OF FUNDS FOR TEMPORARY POSITION

Suggested Content: TRANSFER OF FUNDS TO COVER TEMPORARY STORES KEEPER

POSITION TO COVER FOR EMPLOYEE ON EXTENDED SICK LEAVE

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/15/2015

I respectfully request the below described transfer of funds due to the following reasons:

ADDITIONAL FUNDING TEMPORARY POSITION TO COVER FOR EMPLOYEE ON SICK LEAVE

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A1660.54652 POSTAGE	A1660.51800 TEMP SERVICES	\$8000.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: 

Date: 9/16/15

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: 

Date: 9/16/15

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds APPROVED / DENIED on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



Legislative Branch

RL Number:
15-183
 Date Submitted:
9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager, Tom Costello, BILL BARBER, TERRY KENNEDY

Title/Department: Comptroller

Contact Information: 772-7011

RL Information

Proposed Title: An ordinance authorizing an increase in various fee ~~increases~~ starting in 2016

Parking Ramps, Garbage Bags, Building Permits,
ELECTRICAL + PLUMBING PERMITS

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes No

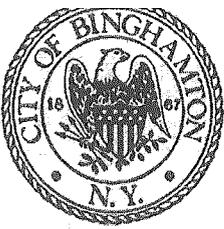
If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>				
Comptroller:	<u>[Signature]</u>				
Corporation Counsel:	<u>[Signature]</u>				
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON OFFICE OF BUILDING CONSTRUCTION SCHEDULE OF PERMIT FEES

Richard David, Mayor

Thomas F. Costello, Supervisor of Building Construction

NOTE: The Fee for a Building Permit is variable, based on Occupancy/Use and Category of Work

RESIDENTIAL 1 or 2 Family dwelling and single-family Townhouses

New Construction/Addition

General Contracting/Combined Trades work – The Fee is based on the Estimated Cost of Construction

\$1-5,000 = \$25 fee \$5,000-10,000 = \$50 fee \$10-20000 = \$100 fee

If Estimated Cost of Construction is >\$20k, submit a written estimate prepared by Engineer, Architect, or Contractor

For projects >\$20,000, multiply Estimated Cost of Construction X .0075 (\$25,000 max fee)

Electrical work (only)\$35.00 for the first 5 devices, plus \$2.00 per device for any additional devices

Plumbing work (only)\$35.00 for the first 5 devices, plus \$2.00 per device for any additional devices

Mechanical (only)\$35.00 for the first 5 devices, plus \$2.00 per device for any additional devices

Note: Licensed contractor required for Electrical and Plumbing work

Reconstruction/Alteration

General Contracting/Combined Trades work – The Fee is based on the Estimated Cost of Construction

\$1-5,000 = \$15 fee \$5,000-10,000 = \$25 fee \$10-20000 = \$50 fee

If Estimated Cost of Construction is >\$20k, submit a written estimate prepared by Engineer, Architect, or Contractor

For projects >\$20,000, multiply Estimated Cost of Construction X .0075 (\$25,000 max fee)

Electrical work (only)\$25.00 for the first 5 devices, plus \$2.00 per device for any additional devices

Plumbing work (only)\$25.00 for the first 5 devices, plus \$2.00 per device for any additional devices

Mechanical (only)\$25.00 for the first 5 devices, plus \$2.00 per device for any additional devices

Note: Licensed contractor required for Electrical and Plumbing work

COMMERCIAL All occupancies and types of structures other than "Residential" (as above)

Note: Commercial work includes 3-Family and Multi-unit apartments

New Construction/Addition/Alteration/Reconstruction

General Contracting/Combined Trades work – The Fee is based on the Estimated Cost of Construction

\$1-5,000 = \$25 fee \$5,000-10,000 = \$50 fee \$10-20000 = \$100 fee

If Estimated Cost of Construction is >\$20k, submit a written estimate prepared by Engineer, Architect, or Contractor

Fee for projects >\$20,000, multiply Estimated Cost of Construction X .0075 (\$25,000 maximum fee)

Electrical work (only)\$50.00 + \$2.00 per device

Plumbing work (only)\$50.00 + \$2.00 per device

Mechanical (only)\$50.00 + \$2.00 per device or each unit of equipment

Note: Licensed contractor required for Electrical and Plumbing work

Address Code	Address #	Address	Property Use	Permit Fee	Est Cost of Construction	Change to .0075	Cap @ 25,000	Differential	Cap Dif
143.84-2-24	10	GLENWOOD	454 Large Retail Food Stores	\$ 3,000.00	\$ 15,000,000.00	\$ 112,500.00	\$ 25,000.00	\$ 109,500.00	\$ 22,000.00
160.40-2-7	7	COURT	481 Downtown Row Type common wall	\$ 5,714.00	\$ 10,000,000.00	\$ 75,000.00	\$ 25,000.00	\$ 69,286.00	\$ 19,286.00
160.41-1-13	19	CHENANGO	464 Office Building	\$ 5,000.00	\$ 9,500,000.00	\$ 71,250.00	\$ 25,000.00	\$ 66,250.00	\$ 20,000.00
160.41-1-13	19	CHENANGO	464 Office Building	\$ 5,000.00	\$ 9,500,000.00	\$ 71,250.00	\$ 25,000.00	\$ 66,250.00	\$ 20,000.00
160.41-1-16	83	COURT	481 Downtown Row Type common wall	\$ 6,303.00	\$ 9,000,000.00	\$ 67,500.00	\$ 25,000.00	\$ 61,197.00	\$ 18,697.00
160.41-1-16	83	COURT	481 Downtown Row Type common wall	\$ 5,000.00	\$ 7,000,000.00	\$ 52,500.00	\$ 25,000.00	\$ 47,500.00	\$ 20,000.00
160.32-2-2	225	WATER	414 Hotel	\$ 5,000.00	\$ 5,000,000.00	\$ 37,500.00	\$ 25,000.00	\$ 32,500.00	\$ 20,000.00
145.71-3-2	80	FAIRVIEW	633 - Homes for the Aged	\$ 4,060.00	\$ 33,578,486.00	\$ 26,838.65	\$ 25,000.00	\$ 22,778.65	\$ 20,940.00
160.42-1-11	86	CARROLL	411 Apartments	\$ 4,000.00	\$ 2,629,652.00	\$ 19,722.39	\$ 19,722.39	\$ 15,722.39	\$ 15,722.39
144.78-2-49	168	CLINTON	330 Vacant Land Commercial Area	\$ 4,000.00	\$ 2,308,788.00	\$ 17,315.91	\$ 17,315.91	\$ 13,315.91	\$ 13,315.91
144.78-2-49	168	CLINTON	330 Vacant Land Commercial Area	\$ 4,000.00	\$ 2,308,788.00	\$ 17,315.91	\$ 17,315.91	\$ 13,315.91	\$ 13,315.91
160.61-1-1	169	RIVERSIDE	642 - All Other Health Facilities	\$ 3,000.00	\$ 2,000,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
160.59-1-7	167	CONKLIN	440 Storage_Warehouse_Distribution Facilities	\$ -	\$ 2,000,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
160.28-1-30	10	BRANDYWINE	734 - Junk	\$ 3,000.00	\$ 1,500,000.00	\$ 11,250.00	\$ 15,000.00	\$ 8,250.00	\$ 8,250.00
143.84-2-24	10	GLENWOOD	454 Large Retail Food Stores	\$ 3,000.00	\$ 1,305,000.00	\$ 9,787.50	\$ 9,787.50	\$ 6,787.50	\$ 6,787.50
160.40-2-15	41	COURT	481 Downtown Row Type common wall	\$ 3,000.00	\$ 1,250,000.00	\$ 9,375.00	\$ 9,375.00	\$ 6,375.00	\$ 6,375.00
144.80-2-26	259	FRONT	411 Apartments	\$ 3,000.00	\$ 1,192,373.00	\$ 8,942.80	\$ 8,942.80	\$ 5,942.80	\$ 5,942.80
144.80-2-26	259	FRONT	411 Apartments	\$ 3,000.00	\$ 1,192,373.00	\$ 8,942.80	\$ 8,942.80	\$ 5,942.80	\$ 5,942.80
160.61-1-1	169	RIVERSIDE	642 - All Other Health Facilities	\$ 3,000.00	\$ 1,101,985.00	\$ 8,264.89	\$ 8,264.89	\$ 5,264.89	\$ 5,264.89
160.41-1-13-2	25	CHENANGO	464 Office Building	\$ 2,160.00	\$ 1,000,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,340.00	\$ 5,340.00
144.83-4-2.1	71	ROBINSON	452 Area or Neighborhood Shopping Centers	\$ 2,030.00	\$ 1,000,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,470.00	\$ 5,470.00
160.41-1-13-1	21	CHENANGO	464 Office Building	\$ 2,000.00	\$ 1,000,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00
160.41-1-13.1	21	CHENANGO	464 Office Building	\$ 2,000.00	\$ 1,000,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00
160.25-1-11	2	ELDRIDGE	710 - Manufacturing and Processing	\$ 2,000.00	\$ 960,000.00	\$ 7,200.00	\$ 7,200.00	\$ 5,200.00	\$ 5,200.00
160.41-3-40	100	COURT	464 Office Building	\$ 2,000.00	\$ 950,000.00	\$ 7,125.00	\$ 7,125.00	\$ 5,125.00	\$ 5,125.00
160.41-3-40	100	COURT	464 Office Building	\$ 2,000.00	\$ 950,000.00	\$ 7,125.00	\$ 7,125.00	\$ 5,125.00	\$ 5,125.00
144.80-2-23	269	FRONT	220 Two Family Year Round Residence	\$ 2,000.00	\$ 791,145.00	\$ 5,933.59	\$ 5,933.59	\$ 3,933.59	\$ 3,933.59
144.80-2-23	269	FRONT	220 Two Family Year Round Residence	\$ 2,000.00	\$ 791,145.00	\$ 5,933.59	\$ 5,933.59	\$ 3,933.59	\$ 3,933.59
160.80-3-18	69	PENNSYLVANIA	220 Two Family Year Round Residence	\$ 2,041.00	\$ 700,000.00	\$ 5,250.00	\$ 5,250.00	\$ 3,209.00	\$ 3,209.00
160.80-3-18	69	PENNSYLVANIA	220 Two Family Year Round Residence	\$ 2,041.00	\$ 700,000.00	\$ 5,250.00	\$ 5,250.00	\$ 3,209.00	\$ 3,209.00
160.33-1-16	221	WASHINGTON	464 Office Building	\$ 2,126.00	\$ 675,000.00	\$ 5,062.50	\$ 5,062.50	\$ 2,936.50	\$ 2,936.50
160.41-2-9	123	COURT	481 Downtown Row Type common wall	\$ 2,000.00	\$ 675,000.00	\$ 5,062.50	\$ 5,062.50	\$ 3,062.50	\$ 3,062.50
160.41-2-9	123	COURT	481 Downtown Row Type common wall	\$ 2,000.00	\$ 675,000.00	\$ 5,062.50	\$ 5,062.50	\$ 3,062.50	\$ 3,062.50
160.55-3-3	9	LEROY	620 - Religious	\$ 2,000.00	\$ 650,000.00	\$ 4,875.00	\$ 4,875.00	\$ 2,875.00	\$ 2,875.00
144.80-2-28	255	FRONT	230 Three Family Year Round Residence	\$ 2,000.00	\$ 628,608.00	\$ 4,714.56	\$ 4,714.56	\$ 2,714.56	\$ 2,714.56
144.80-2-28	255	FRONT	230 Three Family Year Round Residence	\$ 2,000.00	\$ 628,608.00	\$ 4,714.56	\$ 4,714.56	\$ 2,714.56	\$ 2,714.56
160.40-2-40	2	COURT	464 Office Building	\$ 2,000.00	\$ 600,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00
160.61-1-1	169	RIVERSIDE	642 - All Other Health Facilities	\$ 2,013.00	\$ 559,400.00	\$ 4,455.00	\$ 4,455.00	\$ 2,442.00	\$ 2,442.00
144.80-2-27	257.5	FRONT	220 Two Family Year Round Residence	\$ 2,000.00	\$ 590,987.00	\$ 4,432.40	\$ 4,432.40	\$ 2,432.40	\$ 2,432.40
144.80-2-27	257.5	FRONT	220 Two Family Year Round Residence	\$ 2,000.00	\$ 590,987.00	\$ 4,432.40	\$ 4,432.40	\$ 2,432.40	\$ 2,432.40
160.72-4-15	50	PENNSYLVANIA	454 Large Retail Food Stores	\$ 1,500.00	\$ 500,000.00	\$ 3,750.00	\$ 3,750.00	\$ 2,250.00	\$ 2,250.00
144.80-2-21	273	FRONT	220 Two Family Year Round Residence	\$ 1,500.00	\$ 487,501.00	\$ 3,656.26	\$ 3,656.26	\$ 2,156.26	\$ 2,156.26
144.80-2-21	273	FRONT	220 Two Family Year Round Residence	\$ 1,500.00	\$ 487,501.00	\$ 3,656.26	\$ 3,656.26	\$ 2,156.26	\$ 2,156.26
144.80-2-25	267	FRONT	210 One Family Year Round Residence	\$ 1,500.00	\$ 482,717.00	\$ 3,620.38	\$ 3,620.38	\$ 2,120.38	\$ 2,120.38
144.80-2-25	267	FRONT	210 One Family Year Round Residence	\$ 1,500.00	\$ 482,717.00	\$ 3,620.38	\$ 3,620.38	\$ 2,120.38	\$ 2,120.38
144.80-2-31	249	FRONT	210 One Family Year Round Residence	\$ 1,500.00	\$ 463,184.00	\$ 3,473.88	\$ 3,473.88	\$ 1,973.88	\$ 1,973.88
144.80-2-31	249	FRONT	210 One Family Year Round Residence	\$ 1,500.00	\$ 463,184.00	\$ 3,473.88	\$ 3,473.88	\$ 1,973.88	\$ 1,973.88



Legislative Branch

RL Number:	15-180
Date Submitted:	9/15/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Councilman Berg

Title/Department: Council Member

Contact Information: _____

RL Information

Proposed Title: A Resolution authorizing free parking for the Columbus Day Parade
to be held on October 12, 2015

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:	_____				
Comptroller:	_____				
Corporation Counsel:	_____				
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:
15-181
Date Submitted:
9/15/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Joseph A. Merrill

Title/Department: City Clerk

Contact Information: 772-7005

RL Information

Proposed Title: An ordinance modifying the IMA for the JSTP

Suggested Content: See Attached

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): JSTP IMA

OFFICE USE ONLY					
Mayor:	_____				
Comptroller:	_____				
Corporation Counsel:	_____				
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input checked="" type="checkbox"/>

The fiscal year of the Board shall be January 1 to December 31. The Board shall present its proposed budget to the Owners on or before August 14 of each year. The combined legislators (seven from the City and five from the Village) shall hold a joint public meeting to review the proposed budget on the first Thursday of September each year. The combined legislators shall vote to approve or amend the budget, at a joint or separate meeting, on the third Thursday of September each year.



Legislative Branch

RL Number:
15-174
Date Submitted:
9/14/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Mayor David

Title/Department: Mayor

Contact Information: 7001

RL Information

Proposed Title: An Ordinance adopting the tax budget for the year 2016

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:
15-193
 Date Submitted:
9/17/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jared M. Kraham
Title/Department: Office of the Mayor
Contact Information: x7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with Binghamton University for assignment of a University Liaison Officer, and accept payment of \$55,000 under the agreement.

Suggested Content: To be drafted by Corporation Counsel.

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>				
Comptroller:	<u>[Signature]</u>				
Corporation Counsel:	<u>[Signature]</u>				
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

**AGREEMENT BETWEEN
BINGHAMTON UNIVERSITY
AND
CITY OF BINGHAMTON, NEW YORK**

This Agreement is made between Binghamton University, P.O. Box 6000, Binghamton, New York 13902 ("University"), and the City of Binghamton, New York ("City"), City Hall, 38 Hawley Street, Binghamton, New York 13901. This Agreement, including all attachments, outlines the scope and schedule of work, compensation, termination, and other conditions for a Binghamton University Police initiative between Binghamton University and the City of Binghamton, New York.

Scope and Schedule of Work

The City will assign a University Liaison Officer ("ULO") to be a liaison between students and the police department in an effort to help resolve situations, provide early intervention and advice for emerging problems, act proactively to assist planning events with students and to assist City residents when problems arise involving college students.

The Scope and Schedule of Work is annexed hereto and made a part hereof as Attachment 1.

Compensation

In full and complete consideration of the City's performance under this Agreement, the University shall pay the City in accordance with the terms of this Agreement, the amount of Fifty-five thousand (\$55,000) dollars. Payment will be made to the City upon submission of invoices to the University in four (4) monthly installments of \$13,750, payable on or about January 1, February 1, March 1, and May 1, 2016. The University shall pay the City within 30 days of receipt of invoice.

Payments will be payable to the City of Binghamton, and mailed to the Comptroller, City Hall, 38 Hawley Street, Binghamton, NY 13901.

Termination

Either the University or the City may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other contracting party and such financial obligations or contractual commitments will end effective that date.

It is understood and agreed, however, in the event that either party is in default upon any of its obligations hereunder, the other party shall be entitled to either suspend this Agreement until an acceptable remedy is established, or to terminate this Agreement. Such termination shall be effective immediately upon receipt of official written notification.

If this Agreement is terminated, compensation will be prorated from the beginning of this Agreement to the date of termination.

Term

This Agreement shall take effect as of August 28, 2015 and continue through May 25, 2016.

The parties hereto have executed or approved this Agreement on the dates below their signatures.

BINGHAMTON UNIVERSITY

CITY OF BINGHAMTON

Michael F. McGoff
Senior Provost

Richard C. David
Mayor

Date

Date

ATTACHMENT 1

Scope and Schedule of Work City of Binghamton Police University Liaison Officer Job Description

The University Liaison Officer ("ULO") is a sworn member of the Binghamton Police Department having met all qualifying requirements as established by the City of Binghamton, State of New York and Division of Criminal Justice Services. The ULO follows the established chain of command of the Binghamton Police Department with the Chief of Police being the agency head.

The ULO will be selected by the Chief of Police of the City of Binghamton in consultation with Binghamton University and the Chief of Police of the New York State University Police at Binghamton University.

Specialized Duties

In addition to duties as a sworn member of the Binghamton Police Department, the ULO will perform the following duties.

1. Perform patrol duties on designated shifts in the areas of the City with the highest concentration of off campus students. Respond to calls involving students, student complaints or resident complaints about students.
2. Act as mediator to assist resolving issues between City residents and students.
3. Provide educational programming opportunities directed at both students and City residents on the topics of personal safety, alcohol and drug education and awareness, crime prevention, community and civic responsibility, current issues, town-gown relationships and other topics as appropriate.
4. Assist students in planning off-campus events and provide advice about state and local laws and City ordinances.
5. Attend scheduled meetings with University officials, City officials and public and private organizations. Serve on committees both on and off campus that deal with student issues.
6. Prepare statistical reports as necessary.
7. Work collaboratively with University Police and other University offices to develop policing strategies and initiatives specific to off campus student living.
8. Hold walk-in office hours (at the University Downtown Center) to provide availability to students and city residents.
9. Take official police reports, answer questions, resolve complaints and disputes and provide advice and assistance as needed.

The University will provide office space, including furniture, telephone service, and a computer for the ULO at the University Downtown Center.

The ULO selected to participate in the program will have a minimum of 5 years of service experience with the Binghamton Police Department. The ULO will demonstrate an in-depth knowledge of the issues involving off campus students, neighborhood relationships and town-gown relationships. He or she must have excellent communication skills and be committed to problem solving both proactively and after a situation arises.

The shift assignments and work hours will be jointly agreed upon by the City and the University and will likely include a combination of daytime and night time hours, working weekends, patrol responsibilities and office hours. The ULO will be allowed to flex his or her schedule (with permission of the Binghamton Police Chief) in order to increase availability to both the students and City residents.

The University agrees that if the ULO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of ULO may be filled by the City with another police officer, selected in the same manner as the ULO. The City is not required to fill the ULO position for absences of five (5) working days or less.

BINGHAMTON UNIVERSITY

CITY OF BINGHAMTON

Michael F. McGoff
Senior Provost

Richard C. David
Mayor

Date

Date