



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: July 6, 2016

Sponsored by Council Members: Mihalko, Matzo, Papastrat, Cronce, MacGregor, Taylor, Scaringi

Introduced by Committee: Finance

RESOLUTION

*entitled*  
A RESOLUTION AUTHORIZING A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BINGHAMTON,  
COMMUNITY HUNGER OUTREACH  
WAREHOUSE, AND BINGHAMTON PLAZA,  
INC. TO OPERATE THE NORTH SIDE FRESH  
MOBILE MARKET AT 33 W. STATE ST.

WHEREAS, the north side of Binghamton is a recognized food desert with limited access to affordable, good quality fresh food; and

WHEREAS, the Community Hunger Outreach Warehouse ("CHOW") is a not-for-profit corporation with a network of food pantries, soup kitchens, and community meal programs in Broome County; and

WHEREAS, Binghamton Plaza, Inc., is the owner of 33 W. State Street, a shopping plaza on the north side of Binghamton; and

WHEREAS, the City wishes to enter into a Memorandum of Agreement with CHOW and Binghamton Plaza, Inc. for a fourteen week pilot program for CHOW to operate a North Side Fresh Mobile Market at 33 W. State Street to provide fresh fruits and vegetables to the north side of Binghamton; and

WHEREAS, the City's financial contribution to this pilot program is \$4,950 to be paid to CHOW and that funds are available for this purpose.

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 enter into a Memorandum of Agreement, approved as to form and content by the Office of Corporation Counsel, with CHOW and Binghamton Plaza, Inc., as annexed hereto, to operate a North Side Fresh Mobile Market at 33 W. State Street and that funding of \$4,950 shall be deducted from budget line A1210.54733 (Community Outreach) to be paid to CHOW for this purpose.

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

  
Chuck Shager, Comptroller

Introductory No. R16-76

Permanent No. R16-76

Sponsored by City Council Members:  
Mihaliko, Matzo, Papastrat, Cronce, MacGregor, Taylor,  
Scaringi

A RESOLUTION AUTHORIZING A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BINGHAMTON,  
COMMUNITY HUNGER OUTREACH  
WAREHOUSE, AND BINGHAMTON PLAZA, INC.  
TO OPERATE THE NORTH SIDE FRESH MOBILE  
MARKET AT 33 W. STATE ST.

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

Date July 6, 2016

[Signature]  
City Clerk (Deputy)

Date Presented to Mayor July 7, 2016

Date Approved 7/7/16  
[Signature]  
Mayor

|                      | Ayes     | Nays     | Abstain  | Absent   |
|----------------------|----------|----------|----------|----------|
| Councilman Scaringi  | ✓        |          |          |          |
| Councilman Mihaliko  | ✓        |          |          |          |
| Councilwoman Cronce  | ✓        |          |          |          |
| Councilman Taylor    | ✓        |          |          |          |
| Councilman Matzo     | ✓        |          |          |          |
| Councilman MacGregor | ✓        |          |          |          |
| Councilman Papastrat | ✓        |          |          |          |
| <b>Total</b>         | <b>7</b> | <b>0</b> | <b>0</b> | <b>0</b> |

Code of the City of Binghamton

Adopted  Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true  
copy of the legislation adopted by the  
Council of the City of Binghamton at a  
meeting held on 7/6/16. Approved  
by the Mayor on 7/7/16.

**Memorandum of Understanding by and between**

**CHOW, BINGHAMTON PLAZA, INC. and  
the CITY OF BINGHAMTON, NEW YORK**

This Memorandum of Understanding made this \_\_\_\_ day of June, 2016, by and between the City of Binghamton, 38 Hawley Street, Binghamton NY 13901 (the "City"), CHOW, Inc. ("CHOW") and Binghamton Plaza, Inc., 30 Galesi Drive, Wayne, New Jersey 13902 ("BPI"), sets forth the joint understanding of the City's, CHOW's and the BPI's mutual goals.

Whereas the Northside of the City of Binghamton has faced a food desert since Great American- the last supermarket on the Northside vacated 435 State Street in 1998;

Whereas numerous attempts have been made to establish a full scale supermarket on the Northside so Northside residents can purchase fresh vegetables and fruits:

Whereas the City and CHOW have agreed to work together to provide fresh vegetables and fruits to the Northside to address this aspect of the food desert and to offer a healthy food choices to the areas adults and children;

Whereas to further such goal the City and CHOW agreed to work together to establish a farmers' market at the northerly entrance of Binghamton Plaza at 33 West State Street and a fresh vegetable and fruit delivery truck that will service the Northside residents;

Whereas CHOW in its capacity as a not-for-profit corporation with a food warehouse in Binghamton, New York, specially equipped delivery trucks and a network which supplies low cost and free food as well as use customer friendly payment programs including SNAP and EBT is uniquely suited to provide these services;

Whereas the City and CHOW have agreed that the preferred location for the Binghamton-CHOW Farmers' Market is the northerly entrance of Binghamton Plaza located at 33 W. State Street, Binghamton, New York;

**THEREFORE, IT IS AGREED:**

1. The City shall pay for a pilot program to test the viability of a Northside Farmers' Market in an amount not to exceed \$4,950.00 for a 14-week test period. Two weeks prior to the end of the test period, the City and CHOW will review the test program to determine what, if any, improvements and/or changes need be made for the balance of the year;
2. BPI shall clear a portion of its parking lot by the Northerly Entrance to Binghamton Plaza so CHOW and the City may set up the City of Binghamton/CHOW-Northside Farmers' Market as marked on Schedule A attached hereto.

3. CHOW agrees to provide a general liability insurance policy naming "Binghamton Plaza, Inc." and the "City of Binghamton" as additional insureds in an amount not less than \$2,000,000.00 and in a form acceptable to Binghamton Plaza, Inc.'s and the City's respective legal counsels.
4. CHOW will provide at least one food truck stocked with sufficient fresh fruits and vegetables as are available to CHOW, but which will include:
  1. Fresh leafy greens including spinach, lettuce, kale;
  2. Broccoli;
  3. Zucchini
  4. Squash;
  5. Cabbage;
  6. Carrots;
  7. Onions; and,
  8. Beets.

Fresh fruits should regularly include seasons and supplies allow:

1. Apples;
  2. Oranges;
  3. Melons;
  4. Watermelons;
  5. Pears;
  6. Peaches;
  7. Grapes; and
  8. Cherries.
5. CHOW and the CITY will inquire with residents what if any other vegetables and fruits would be desirable and, if available, will supply them to the market;
  6. CHOW shall provide the equipment and staffing necessary operate said COB/CHOW Northside Farmers' Market;
  7. In order to best determine the demand and the timing of demand for such fresh produce CHOW agrees to staff and operate said Farmers Market from 1pm to 3pm on Monday, Wednesday and Friday of each of the 14-weeks;
  8. CHOW will also provide a mobile food sales program using CHOW specially equipped delivery trucks to deliver the abovedescribed produce to customers on the Northside who will be identified by CHOW, the City, United Way and the Healthy Eating Partnership;
  9. The City and CHOW anticipate that additional vendors will wish to participate in the Northside Farmers' market and they will cooperate to encourage additional vendors- the City will be responsible for permitting any such additional vendors;

10. The City and CHOW will cooperate with other potential vendors such as VINES and The United Way of Broome County to supply not only food, but access to healthy eating classes and materials;

11. The City, CHOW and BPI agree that, if and when, BPI obtains a full service grocery store at BPI's site- if said full service grocery store requires the removal of said Farmers' Market, CHOW and the CITY will relocate the market to another location in the City of Binghamton addresses a similar need

12. . No City funds will be spent for projects outside City boundaries.

\* 13 \* SET BELOW

CHOW

City of Binghamton

By: \_\_\_\_\_  
Michael Leahey

By: \_\_\_\_\_  
Richard C. David

BINGHAMTON PLAZA, INC.

By: Michael Tomasulo 6/13/16  
Michael Tomasulo - EXEC. VP

13 - BP SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, UPON 60 DAY'S NOTICE, IN WRITING, TO CHOW AND THE CITY OF BINGHAMTON, FOR ANY REASON, WHATSOEVER.