



LEGISLATIVE BRANCH ■ CITY OF BINGHAMTON

Chris Papastrat, City Council President
Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley St, Binghamton 6pm Monday, April 4, 2016

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	Employees	Matzo	*RL16-089: Request to Change Title-Meter Reader Specialists to Meter Reader	1-4	Joseph Yannuzzi
6:15pm	-----	-----	Update on BJCJSTP	-----	Gary Holmes
6:30pm	Finance	Mihalko	*RL16-094: Modify 2015 Sewer Budget Line for Payment of Ban Principal	34	Chuck Shager
7:00pm	MPA	Matzo	RL16-092: Mayor enter into an Intermunicipal Agreement with the Town of Dickinson for Cooperative Services regarding Public Infrastructure	5-10	Ken Frank
7:15pm	Finance	Mihalko	*RL16-090: Mayor to enter into a Payment In Lieu of Taxes (PILOT) Agreement with Polymar Housing SPE, LLC, We'll Do it Live SPE, LLC and Broome County Industrial Development Agency for 21 Exchange St	11-27	Jared Kraham
" "	" "	" "	*RL16-091: Amend 2016 Budget (engineering, treasurer, streets, code enforcement to purchase of real property and demolition)	28-30	" "
" "	" "	" "	*RL16-093: Mayor to enter into an agreement with the Boys & Girls Club of Binghamton for use of FY34, FY35, and FY36 CDBG funds in an amount not to exceed \$16,506.62 for a Teen Summer Employment Program	31-32	" "
" "	" "	" "	*RL16-095: Ordinance Authorizing the sale of 21 Eldredge St, 22 Eldredge St, 23 Eldredge St, and a portion of 18 Eldredge St to STK Partners for \$13,700	35	" "
7:30pm	PW/Parks	Mihalko	RL16-083: Waiving all permit fees for use of City Parks facilities by primary and secondary educational institutions located with the City of Binghamton	33	Joseph Mihalko
7:45pm	-----	-----	Discussion: Pending Legislation	-----	Council President

COMMITTEE REPORTS

**Please Expedite for 4/6 Business Meeting*



Legislative Branch

Exp

RL Number:
16-089
 Date Submitted:
3/24/16

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 Yannuzzi
 Title/Department: Water/Sewer Superintendent
 Contact Information: 607-343-9636

RL Information

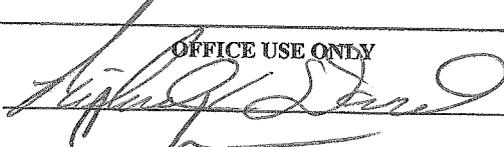
Proposed Title: Request to change Title ^{Water} Meter Reader Specialists to Meter Reader ^{Water}

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"/>	



Office of the Civil Service Commission

Richard C. David, Mayor

Patricia Keppler, Personnel & Safety Director

*Patrick O' Day, Commissioner
Catherine Furner, Commissioner
Dara Silberstein, Commissioner*

March 22, 2016

Daniel J. Day
832 Underwood Rd.
Vestal, NY 13850

**SUBJECT: APPOINTMENT-TEMPORARY WATER METER READER
DEPARTMENT OF WATER / SEWER FX8340**

Employee No. 496

Dear Daniel:

You are hereby temporarily appointed, **Temporary Water Meter Reader, Department of Water / Sewer** of, in and for the City of Binghamton, New York, effective beginning **March 19, 2016**, at a salary rate of **\$17.44 per hour**.

Please take the required oath of office before the City Clerk prior to assuming duty under this appointment.

Very truly yours,

Richard C. David
Mayor

cc: City Clerk
Comptroller
Civil Service
Department of Water / Sewer
File
Tickler File

2



CITY OF BINGHAMTON PERSONNEL REQUISITION

Name: First: DANIEL M.I. _____ Last: DAY
(full first name) (required)

Emp #: 496 Dept #: FX8340 Title: WATER METER READER

Position Control #: _____
(for Finance Department Use)

Supervisor: JOSEPH YANNUZZI Dept. Name: WATER/SEWER DEPT

Union: TEAMSTERS Start Date*: 3/19/2016

* Start Date **MUST** meet BOTH of the following criteria:

1. Start Date **MUST** be on the first day of a pay period **AND**
2. Start Date **MUST** be a minimum of 10 business days **AFTER** to the receipt of this requisition by the Civil Service office.

CLASSIFICATION: Provisional Temporary
 Probationary Temporary Pending C
 Permanent Summer

*Specialist = Col Z 18.94
Reader Col Z 17.44*

Explanation: _____

SALARY:

BASE ANNUAL SALARY / HOURLY RATE: 17.44/hr det

Purpose of Requisition: Fill empty Position New Position

Explanation: _____

Approved By Department Head: Joseph M. Yannuzzi

Date: 3/17/16

Approved By Civil Service: Judith Robb

Date: 3-18-16

Approved By Comptroller: [Signature]

Date: 3.23.16

Approved By Personnel Director: _____

Date: _____

Approved By Mayor: _____

Date: _____



CITY OF BINGHAMTON PERSONNEL REQUISITION

Name: First: DANIEL M.I. _____ Last: DAY
(full first name) (required)

Emp #: 496 Dept #: FX8340 Title: WATER METER READER

Position Control #: _____
(for Finance Department Use)

Supervisor: JOSEPH YANNUZZI Dept. Name: WATER/SEWER DEPT

Union: TEAMSTERS Start Date*: 3/19/2016

* Start Date **MUST** meet BOTH of the following criteria:

1. Start Date **MUST** be on the first day of a pay period AND
2. Start Date **MUST** be a minimum of 10 business days **AFTER** to the receipt of this requisition by the Civil Service office.

CLASSIFICATION: Provisional Temporary Extension of Appt.
 Probationary Temporary Pending Classification
 Permanent Summer Other

Explanation: Joselyn MARSHALL Holds Rights To
THIS POSITION UNTIL SHE PASSES PROBATION

SALARY:

BASE ANNUAL SALARY / HOURLY RATE: 17.44/hr det

Purpose of Requisition: Fill empty Position New Position

Explanation: _____

Approved By Department Head: Joseph M. Yannuzzi

Date: 3/17/16

Approved By Civil Service: Judith Robb

Date: 3-18-16

Approved By Comptroller: [Signature]

Date: 3.23.16

Approved By Personnel Director: _____

Date: _____

Approved By Mayor: _____

Date: _____

4



Legislative Branch

EXP?

RL Number:
16-092
Date Submitted:
3/30/16

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Kenneth Frank / Terry Kellogg

Title/Department: Corp. Counsel / Commissioner of Public Works

Contact Information: 772-7013 / 772-7021

RL Information

Proposed Title: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH THE TOWN OF DICKINSON FOR COOPERATIVE SERVICES
REGARDING PUBLIC INFRASTRUCTURE

Suggested Content: TO BE DRAFTED BY CORP. COUNSEL

Additional Information

Does this RL concern grant funding? Yes No

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

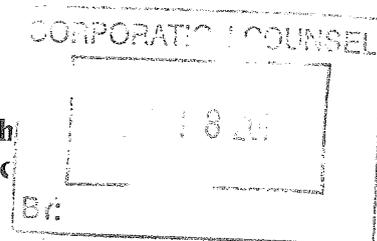
Is additional information related to the RL attached? Yes No

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 checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

**Intermunicipal Agreement Regarding the
Provision of Cooperative Highway Services**



THIS AGREEMENT, made and entered into _____

the City of Binghamton ("City"), a municipal subdivision of the State of New York, with its principal office at 38 Hawley St, Binghamton, New York 13901, and the Town of Dickinson ("Town"), a municipal subdivision of the State of New York, with its principal office at 531 Old Front Street, Binghamton, New York 13905,

WITNESSETH:

WHEREAS, both parties currently own and maintain various public streets, roadways, and sidewalks within their respective municipalities, and

WHEREAS, from time to time said streets, roadways, and sidewalks are in need of maintenance and repair, and

WHEREAS, each party has certain available manpower, machinery and equipment to provide such maintenance and repair but from time to time requires additional machinery and equipment for such services, and

WHEREAS, the parties are desirous of contracting with each other for the purpose of sharing such equipment with each other and the attendant savings achieved thereby,

NOW, THEREFORE, IT IS HEREBY AGREED, by the City and Town as follows:

1. Both parties hereto authorize their respective Commissioner of Public Works ("Commissioner"), or equivalent official, to exchange resources including equipment, facilities, and personnel ("cooperative services") subject to the following conditions.
2. The exchange of cooperative services is strictly voluntary and should not in any way hamper or delay the work within the provider municipality.
3. The municipality providing cooperative services shall:

- a. Be responsible for injury to any of its employees if it is a workers' compensation injury.
 - b. Pay its personnel as it would if the work were performed for the provider municipality.
 - c. Be liable for negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the performance of their duties for the provider municipality.
 - d. Be responsible for all repairs to its equipment except those caused by the negligence of the receiver (borrower) of equipment. If participants cannot agree on responsibility for payment, the matter shall be subject to review by arbitration as provided in 7 below.
 - e. Keep records of the days and hours (as appropriate) that cooperative services were used and provide copies of this documentation to the receiver for verification.
4. The receiver municipality shall:
- a. Provide fuel, lubrication, oil, minor repairs and materials as needed during the course of use of equipment and, if necessary, food for the operator.
 - b. Be responsible for coordinating the safe and efficient use of borrowed equipment and personnel and be responsible for releasing this equipment as soon as it is not needed.
 - c. Reciprocate to the provider municipality relating to the cooperative services when requested and available to do so.
 - d. Release this equipment in the event the provider requires the use of the equipment.

5. The term of this agreement shall be from year to year and shall be automatically extended each year unless either party gives the other party not less than thirty (30) days' notice of termination.
6. Both parties do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate or is self-insured.
7. Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.
8. Each party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.
9. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.

10. The City Executive has executed this agreement pursuant to a resolution adopted by the City Council at a meeting thereof held on _____, 2016. The Town Supervisor has executed this agreement pursuant to a resolution adopted by the Town Board at a meeting thereof held on March 14, 2016. This Agreement shall be executed in duplicate, with one copy permanently filed, after execution thereof, with the City Clerk and the other permanently with the Town Clerk.
11. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto at the addresses set forth in the "Agreement" paragraph at the beginning hereof.
12. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
13. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
14. This agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the City of Binghamton has caused its corporate seal to be affixed hereto and these presents to be signed by the Mayor and Commissioner of Public Works, duly authorized to do so, and to be attested to by the Clerk of the City, and the Town of Dickinson has caused its corporate seal to be affixed hereto and these presents to be signed by the Town

Supervisor and Commissioner of Public Works, duly authorized to do so, and to be attested to by the Town Clerk.

SEAL City of Binghamton

CITY OF BINGHAMTON

Richard C. David, Mayor

Terry Kellogg, Director of Public Services

Leighton Rogers, City Clerk

SEAL of Town of Dickinson

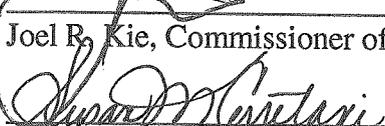
TOWN OF DICKINSON



Michael A. Marinaccio, Town Supervisor



Joel R. Kie, Commissioner of Public Works



Susan Cerretani, Town Clerk



EXP

Legislative Branch

RL Number:

10-090

Date Submitted:

3/24/10

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

REQUEST FOR LEGISLATION

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Applicant Information

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

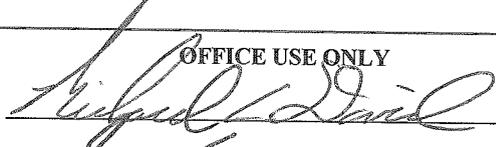
RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into a Payment In Lieu Of Taxes (PILOT) Agreement with POLYMAR HOUSING SPE, LLC, WE'LL DO IT LIVE SPE, LLC and BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY for 21 Exchange 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"/>	

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the "Agreement"), dated as of _____, 2016, by and among POLYMAR HOUSING SPE, LLC, a Delaware limited liability company authorized to do business in the State of New York, having its principal offices at 215 South La Cienega Boulevard, #204, Los Angeles, California 90211 ("Polymar") and WE'LL DO IT LIVE SPE, LLC, a Delaware limited liability company authorized to do business in the State of New York, having its principal offices at 215 South La Cienega Boulevard, #204, Los Angeles, California 90211 ("We'll Do It Live") (Polymar and We'll Do It Live are hereinafter, collectively, the "Company"), the City of Binghamton, a municipal corporation located within the County of Broome and the State of New York with offices at 38 Hawley Street, Binghamton, New York 13901 (the "City"), and the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public-benefit corporation organized and existing under the laws of the State of New York with offices at 60 Hawley Street, P.O. Box 1510, Binghamton, New York 13902, collectively, the "Parties."

WITNESSETH:

1. The Company currently operates a senior housing development consisting of 148 units, subject to a Section 8 Housing Assistance Program Contract covering 147 of the 148 units, (the "Facility") on a 2.32 acre parcel of land located at 21 Exchange Street in the City of Binghamton, Broome County, New York, more particularly described as Broome County Tax Map Parcel No. 160.49-1-16 (the "Land.") The Facility and the Land are hereinafter collectively referred to as the "Project."

2. The Agency was created as a public benefit corporation pursuant to and for the

purposes specified in Title 1 of Article 18-A of the General Municipal Law.

3. The Company has agreed to lease the Project to the Agency and has agreed to renovate and operate the Project thereon.

4. The Agency will lease the Project to the Company for a a twenty (20) year term from 2016 through 2036.

5. In that the Agency is exempt from the payment of real estate taxes and certain assessments imposed upon real property, the Company has agreed that, notwithstanding such exemption, the Company will nevertheless make payments to the City, the Binghamton City School District (the "School"), and the County of Broome (the "County") (collectively, the "Taxing Entities") during the term of the lease in lieu of general tax levies as provided herein.

6. The Parties to this Agreement acknowledge and agree that the Taxing Entities, although not all parties to this Agreement, are third party beneficiaries to this Agreement; having all the rights thereunder; including the ability and rights under law and under contract to enforce this Agreement. The Parties to this Agreement also acknowledge and agree that the Taxing Entities, collectively and individually, have all the rights and remedies available to them under New York State Law to enforce this Agreement; including but not limited to conversion of a delinquent PILOT payment to unpaid taxes; filing of a tax levy and tax lien; and collection of unpaid taxes using various methods under New York State Law.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

SECTION 1. TAX-EXEMPT STATUS OF THE PROJECT

a. General Assessment of the Project: Pursuant to General Municipal Law §874 and Real Property Tax Law §412-a, the Parties hereto understand that, upon acquisition of the

Property by the Agency in 2016, and provided the Project continues to be leased by the Agency, the Project shall be assessed by the Taxing Entities as exempt upon the assessment rolls of the respective Taxing Entities for the term as provided below.

b. Water and Sewer charges and Special Assessments: The Parties hereto understand that the tax exemption extended to the Agency by General Municipal Law §874 and Real Property Tax Law §412-a does not entitle the Agency to exemption from water and sewer charges, fire district charges, if any, or special assessments and special ad valorem levies. Commencing on the date hereof and continuing during the term of the lease, the Company will be required to pay all water and sewer charges, fire district charges, if any, special assessments and special ad valorem levies lawfully levied and/or assessed against the Project.

SECTION 2. DEFAULT, LOSS OF EXEMPTION STATUS AND TERMINATION OF LEASES

In addition to the expiration of the term of this Agreement, any of the following specified events shall constitute a default hereunder, any default shall terminate any leases between the Company and the Agency relating to the Project, and the tax exemption herein shall terminate and be of no further force or effect:

a. The failure of the Company to diligently and consistently undertake the renovation of the Project as set forth in Exhibit "A" attached hereto once commenced, subject to force majeure and to pursue the Project to completion with all due speed.

b. The failure of the Company to make timely payments of the sums due and payable hereunder.

c. In the event of a failure of the Company to comply with the terms of Section 2(a) or 2(b) above, the Agency or one or more of the Taxing Entities may deliver written notice

of such failure to the Company and any Mortgagee or Lender of record and the Company (or the Mortgagee or Lender of record), shall have sixty (60) days to cure any monetary failure and, in the event of a non-monetary failure, sixty (60) days to cure or commence to diligently proceed to cure such failure, if it can not be reasonably cured within such sixty (60) day period, subject to force majeure. Only upon the passage of such sixty (60) day period, if the Company or any Mortgagee or Lender of record has not cured such failure or default, shall the Agency or any of the Taxing Entities be entitled to the remedies described herein.

d. The Taxing Entities, collectively and individually, have all the rights and remedies available to them at law, under this Agreement and under New York State Real Property Tax Law and any other relevant laws, statutes and codes to enforce payment of any unpaid monies due under this Agreement. As this Agreement is not meant to be a complete substitution for real property taxes and assessments, the act of a default and/or nonpayment under this Agreement allows the Taxing Entities to convert any nonpayment into a tax levy or tax lien and shall entitle the Taxing Entities to employ the remedies and procedures enumerated in the New York State Real Property Tax Law and any other relevant laws, statutes and codes to enforce payment of the monies due and owing. In addition, the Company agrees to pay all costs of collection, including reasonable attorney fees.

e. Any nonpayment shall survive bankruptcy, as the Parties agree that a default converts those unpaid monies into unpaid taxes and such protects and empowers the Taxing Entities to proceed as such.

SECTION 3. AMOUNT OF PAYMENTS IN LIEU OF TAXES

a. During the twenty (20) year period commencing _____, 2016, the Company agrees to pay to the Taxing Entities the amounts set forth in Exhibit "B" annexed

hereto and made a part hereof. The amounts to be paid in Exhibit "B" provide a total to be paid and the amount to be paid to each of the Taxing Entities.

b. The payments in lieu of taxes set forth in Exhibit "B" are based upon an agreed assessment of \$ _____ for the Project during the entire term of this Agreement. The payment schedule is not subject to challenge or adjustment by the Company, the Agency, or the Taxing Entities, even if the City or County conducts a City wide reassessment of all commercial properties.

c. The County, acting as collecting agent for all the Taxing Entities, shall bill the Company on or about January 1 of each year for the payment due hereunder for the City and County payments and on September 1 of each year for the payment due hereunder for the School payment. The Company shall pay the City and County payments on or before January 31 of each year and shall pay the School payment on or before September 30 of each year.

d. The County will pay the City and School their respective payments within the same time allowed to pay over taxes collected during the same time period, i.e., the City will be paid on or before February 10 of each year.

SECTION 4. ADDITIONS TO PROJECT

Should the Company, during the term of this Agreement, cause to be constructed on the Property any addition to the Project, then such addition shall be assessed and real estate taxes imposed in the same manner as all other non-tax-exempt real property is then being assessed and taxed by the City, County, and School, unless otherwise agreed by all of the Parties hereto.

SECTION 5. TERM OF AGREEMENT

This Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon (a) the execution of this Agreement by the Agency and

the Company, and (b) the execution and filing of Real Property Tax Form RP-412-a with the Assessor of the City of Binghamton, and (c) the delivery of a copy of this Agreement and Real Property Tax Form RP-412-a to the City, the School and the County. This Agreement shall continue to remain in effect through _____, or the date upon which the leasehold interest to the Project is no longer held by the Agency, including a change of title due to foreclosure, whichever shall be sooner. In addition, the City, School and County shall have the same rights afforded by the New York State Real Property Tax Law regarding the collection and enforcement of unpaid taxes.

SECTION 6. PRIORITY

The Parties agree that payments due hereunder shall be accorded a lien priority equivalent to the lien of unpaid real property taxes as provided in the Real Property Tax Law of the State of New York and, as such, shall have priority over any mortgages or other liens filed against the Property. The Parties do hereby further agree that a Memorandum of this Agreement shall be recorded in the office of the Broome County Clerk.

SECTION 7. REPRESENTATIONS OF THE COMPANY

Polymer and We'll Do it Live represent and warrant that:

- a. They are duly organized as limited liability companies in good standing in accordance with the laws of the State of Delaware and are authorized to do business in the State of New York.
- b. They have full power and authority to execute and deliver this Agreement and to perform their obligations.
- c. This Agreement constitutes a legal, valid, and binding obligation of them enforceable in accordance with its terms.

d. To the best of their knowledge, the execution and delivery of this Agreement does not, and the performance of this Agreement will not, violate any law, regulation, ordinance, judicial order, judicial decree, or any agreement, indenture, note, or other instrument to which either is a party.

e. To the best of their knowledge, there is no claim, action, arbitration, or administrative proceeding pending, threatened against, or involving the Company which if adversely determined, would question the validity of this Agreement or would have a material adverse effect on their financial condition.

SECTION 8. AMENDMENT OF AGREEMENT

This Agreement may not be amended, changed, modified, altered or terminated unless such amendment, change, modification, alteration or termination is in writing intended for such purpose and executed and delivered by each of the Parties hereto.

SECTION 9. BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns, regardless of the tax exempt status of any successor or assign.

SECTION 10. NOTICES

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently deemed 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 Company: Polymer Housing SPE, LLC
215 South La Cienega Boulevard, #203
Los Angeles, California 90211
Attn: _____

We'll Do It Live SPE, LLC
215 South La Cienega Boulevard, #203
Los Angeles, California 90211
Attn: _____

To the City: City of Binghamton
38 Hawley Street
Binghamton, New York 13901
Attn: Mayor

To the School: Binghamton City School District
164 Hawley Street
Binghamton, New York 13901
Attn: District Superintendent

To the County: Broome County
60 Hawley Street
Binghamton, New York 13901
Attn: County Executive

To the Agency: Broome County Industrial Development Agency
60 Hawley Street
P.O. Box 1510
Binghamton, New York 13902
Attn: Executive Director

A duplicate copy of each notice, certificate or other communication given hereunder shall be given to each party. 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 11. SEVERABILITY

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or 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 12. 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 13. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of New York. Venue for any action or proceeding shall be in Broome County, New York.

SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties and shall not be modified unless in writing and signed by all of the Parties hereto in the same manner as this Agreement is executed.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed the date set forth herein.

POLYMAR HOUSING SPE, LLC

By: _____

Date: _____

WE'LL DO IT LIVE SPE, LLC

By: _____

Date: _____

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, in the year 2016, 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 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 on behalf of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, in the year 2016, 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 whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

Woodburn Court 1
10 Year Capital Plan

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Building Systems Upgrades	\$ 167,340	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554	\$ 16,554
Common Area Upgrades	\$ 132,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218	\$ 13,218
Surfing Edge for Upgrades	\$ 57,585	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759	\$ 5,759
Building Grounds	\$ 130,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
Unit Improvements - Unit Upgrades	\$ 611,495	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149	\$ 61,149
Total	\$ 1,097,258	\$ 109,726										

EXHIBIT "B"

City's Originally Proposed First Payment	\$169,201.00
Current Proposed First Payment	\$147,518.00
Difference	\$21,683.00
1/20th of Difference	\$1,084.15

Year	Percentage Escalator	Fixed Payment Increase	Annual Payment
1	0.00%	\$1,084.15	\$148,602.15
2	2.00%	\$1,084.15	\$152,658.34
3	1.00%	\$1,084.15	\$155,269.08
4	1.00%	\$1,084.15	\$157,905.92
5	2.00%	\$1,084.15	\$162,148.19
6	1.00%	\$1,084.15	\$164,853.82
7	1.00%	\$1,084.15	\$167,586.51
8	1.00%	\$1,084.15	\$170,346.52
9	1.00%	\$1,084.15	\$173,134.14
10	2.00%	\$1,084.15	\$177,680.97
11	1.00%	\$1,084.15	\$180,541.93
12	1.00%	\$1,084.15	\$183,431.50
13	1.00%	\$1,084.15	\$186,349.96
14	1.00%	\$1,084.15	\$189,297.61
15	2.00%	\$1,084.15	\$194,167.71
16	1.00%	\$1,084.15	\$197,193.54
17	1.00%	\$1,084.15	\$200,249.63
18	1.00%	\$1,084.15	\$203,336.27
19	1.00%	\$1,084.15	\$206,453.79
20	2.00%	\$1,084.15	\$211,667.01



EXP

Legislative Branch

RL Number:
16-81
Date Submitted:
3/29/16

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 Kraham

Title/Department: Executive Assistant to the Mayor

Contact Information: 772-7001

RL Information

Proposed Title: Amend 2016 Budget (Engineering, Treasurer, Streets, Code Enforcement to Purchase of Real Property and Demolition)

Suggested Content: See attached transfer

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: 03/29/2016

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

Transfer of funds for Purchase of Real Property & Demolitions

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

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: Pauline Penrose T. Kelly Date: 3/30/16

OFFICE USE ONLY

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

Signature: [Signature] Date: 3/30/16

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 3/29/16. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: [Signature] Date: 3/29/16

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

Signature: _____ Date: _____

From		Amount	To	Amount
A1440.51000	Personal Services - Asst City Engineer	8,355	A1364.54470	Demolition
A1325.51000	Personal Services - Account Clerk II	9,000.00	A1364.5468	Taxes/Purch of Real Property
A1660.51000	Personal Services - Storeskeeper	7,700.00		
A5110.51000	Personal Services - MEO	2,600.00		
A5110.51000	Personal Services - MEO	11,000.00		
A8664.51000	Personal Services - Code Inspector	11,000.00		
		2,700.00		

44,000.00
~~4~~ 3,355

44,000.00
~~4~~ 3,355.00



Legislative Branch

EXP.

RL Number:
16-093
Date Submitted:
3/30/16

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 the Boys & Girls Club of Binghamton for use of FY34, FY35, and FY36 CDBG funds in an amount not to exceed \$16,506.62 for a Teen Summer Employment Program.
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 MPA PW/Parks Employees Rules/Special Studies



Legislative Branch

RL Number:

Date Submitted:

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 the Boys & Girls Club of Binghamton for use of FY36, FY37, and FY40 CDBG funds in an amount not to exceed \$38,926.62 for a Teen After Hours Program

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 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:
16-083
 Date Submitted:
3/17/16

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 Mihalko
Title/Department: City Council
Contact Information: x7035

RL Information

Proposed Title: A Resolution waiving all permit fees for use of City parks facilities by primary and secondary educational institutions located within the City of Binghamton.

Suggested Content: Users would still have to apply through standard permitting process and follow all parks rules.

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"/>	

33



Legislative Branch

RL Number:
16-094
Date Submitted:
4/1/16

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/FINANCE
 Contact Information: 772-7011

RL Information

Proposed Title: MODIFY 2015 SEWER BUDGET LINE FOR PAYMENT OF BAN PRINCIPAL

Suggested Content: AN ORDINANCE MODIFYING THE 2015 SEWER FUND BUDGET TO CORRECT ORIGINAL BUDGET TO INCREASE BAN PRINCIPAL G9730.56000 AND DECREASE BAN INTEREST G9730.57000 FOR BAN PRINCIPAL PAYMENT

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:

16-095

Date Submitted:

3/1/16

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 sale of 21 Eldredge St., 22 Eldredge St., 23 Eldredge St. and a portion of 18 Eldredge St. to STK Partners for \$13,700.

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"/>	