



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Chris Papastrat, City Council President
Leighton Rogers, City Clerk

COUNCIL OF THE CITY OF BINGHAMTON

Business Meeting Agenda

City Council Chambers, 38 Hawley Street, Binghamton, NY 13901

Wednesday April 6, 2016

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. ACKNOWLEDGEMENTS AND RECOGNITIONS

V. REPORTS FROM COMMITTEES AND APPROVAL OF MINUTES

Approval of Minutes

Approve Minutes from March 23, 2016 Business Meeting

City Council Finance Committee: Mihalko (Chair), Scaringi

No items to report.

City Council Planning and Community Development Committee: Scaringi (Chair), Matzo, Cronce

No items to report.

City Council Municipal and Public Affairs Committee: Matzo (Chair), Scaringi

No Items to report.

City Council Public Works/Parks and Recreation Committee: Mihalko (Chair), Matzo, Cronce

No items to report.

City Council Employees Committee: Matzo (Chair), Mihalko, Taylor

No items to report.

City Council Rules and Procedures/Special Studies Committee: Scaringi, Mihalko

No items to report.

VI. APPROVAL OF APPOINTMENTS

VII. PUBLIC HEARING

VIII. SET PUBLIC HEARINGS

IX. PUBLIC COMMENT/COMMUNICATION

1. Announcement of Council Vacancy

X. REVIEW OF MAYORAL VETO

XI. SECOND READING LEGISLATION

XII. FIRST READING LEGISLATION

Introductory Ordinance 16-32. Considered in Finance, Chair: Mihalko



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Chris Papastrat, City Council President

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Ordinance Amending the 2016 Budget to transfer funds from Engineering, Treasurer, Purchasing, Maintenance of Roads, and Code Enforcement to Purchase Real Property/Demolition

Introductory Ordinance 16-33. Considered in Finance, Chair: Mihalko

Ordinance to Modify the 2015 Sewer Budget Line for Payment of Ban Principal

Introductory Resolution 16-50. Considered in Finance, Chair: Mihalko

Renew contract with Kenneth Del Bianco for project administration on the BAF Restoration and Rehabilitation Project at the BJCJSTP

Introductory Resolution 16-51. Considered in Planning, Chair: Scaringi

Resolution Pursuant to the Code of the City of Binghamton Section 203-2.G Authorizing Removal of the Building at 26 Stuyvesant St.

Introductory Resolution 16-52. Considered in Employees, Chair: Matzo

Resolution to Request a Change in Title: Water Meter Reader Specialists to Water Meter Reader

Introductory Resolution 16-53. Considered in Finance, Chair: Mihalko

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

Introductory Resolution 16-54. Considered in Finance, Chair: Mihalko

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

Introductory Resolution 16-55. Considered in Finance, Chair: Mihalko

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

Introductory Resolution 16-56. Considered in MPA, Chair: Matzo

Resolution to enter into an Intermunicipal agreement with the Town of Dickinson for Cooperative Services regarding Public Infrastructure

XIII. COMMUNICATIONS FROM COUNCIL MEMBERS

XIV. ADJOURNMENT



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

Date: April 6, 2016

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE AMENDING THE 2016
BUDGET TO TRANSFER FUNDS FROM
ENGINEERING, TREASURER, PURCHASING,
MAINTENANCE OF ROADS, AND CODE
ENFORCEMENT TO PURCHASE REAL
PROPERTY/DEMOLITION**

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2016 budget to transfer funds from the Department of Engineering, Department of the Treasurer, Purchasing Department, Maintenance of Roads, and Code Enforcement to purchase real property/demolition; and

WHEREAS, such budget transfers were approved by the Board of Estimate and Apportionment on March 30, 2016.

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

Section 1. That the Comptroller and Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2016 budget to transfer funds in the total amount of \$43,355 from Department of Engineering, Department of the Treasurer, Purchasing Department, Maintenance of Roads, and Code Enforcement to purchase real property/demolition, and that funds for this purpose be transferred as follows:

<u>Transfer From:</u>	<u>Transfer To:</u>
\$ 8,355 A1440.51000 (Asst City Eng)	\$14,000 A1364.54470 (Demolition)
7,700 A1325.51000 (Acc. Clerk II)	29,355 A1364.54681 (Taxes/Purch of Real Prop)
2,600 A1660.51000 (Storeskeeper)	
11,000 A5110.51000 (MEO)	
11,000 A5110.51000 (MEO)	
2,700 A8664.51000 (Code Inspector)	
<u>\$43,355</u>	<u>\$43,355</u>

Section 2. That this Ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2016

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2015 BOND
ANTICIPATION NOTES BUDGET TO
CORRECT AND REALLOCATE PRINCIPAL
AND INTEREST PAYMENTS FOR THE SEWER
FUND**

WHEREAS, the Comptroller of the City of Binghamton finds it proper and necessary to amend the 2015 Bond Anticipation Notes budget to correct and reallocate payments between principal and interest for EFC Short Term Financing for the sewer fund; and

WHEREAS, the proposed budget amendment was approved by the Board of Estimate and Apportionment on April 6, 2016.

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

Section 1. That the Comptroller and Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2015 Bond Anticipation Notes budget to transfer \$97,000 from budget line G9730.57000 (BAN-Interest) to G9730.56000 (BAN-Principal) to correct and reallocate payments between principal and interest for EFC Short Term Financing for the sewer fund.

Section 2. That this Ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2016

Sponsored by Council Members: Mihalko, Matzo, Scaringi, Cronce, Taylor, Berg

Introduced by Committee: Finance

RESOLUTION

entitled

**A RESOLUTION AUTHORIZING THE MAYOR
TO RENEW THE AGREEMENT WITH
KENNETH DEL BIANCO TO PROVIDE
PROJECT MANAGEMENT SERVICES FOR BAF
REHABILITATION AND RESTORATION AT
THE BINGHAMTON-JOHNSON CITY JOINT
SEWAGE TREATMENT PLANT**

WHEREAS, the City of Binghamton (the "City") is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Facilities (the "BJCJSTF") with the Village of Johnson City (the "Village"); and

WHEREAS, pursuant to Inter-Municipal Agreement No. VIII, the City was authorized to act as "Lead Agency" for matters involving the redesign, bidding, contracting, reconstruction, and remediation of the Phase III Remedial Project, which includes the BAF process; and

WHEREAS, pursuant to Permanent Resolution R15-7, the City of Binghamton entered into an agreement with Kenneth Del Bianco, P.E. for project management services for the BAF rehabilitation and restoration project; and

WHEREAS, the City wishes to renew the agreement; and

WHEREAS, the agreement will be in the amount of \$50 per hour, and shall not exceed \$90,000 per year; and

WHEREAS, the funds to pay for said services are available in budget line G8150.54410 (Professional Services), to be charged back to the BJCJSTF budget.

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 an agreement, approved as to form and content by the Office of Corporation Counsel, with Kenneth Del Bianco, P.E. for project management services at the rate of \$50 per hour, but not to exceed \$90,000 per year; and that funds to pay for such services are available in budget line G8150.54410 (Professional Services), to be charged back to the BJCJSTF budget.

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

Chuck Shager, Comptroller



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

Date: April 6, 2016

Sponsored by Council Members: Mihalko, Matzo, Scaringi, Cronce, Taylor, Berg

Introduced by Committee: Planning

RESOLUTION

entitled

**A RESOLUTION PURSUANT TO THE CODE OF
THE CITY OF BINGHAMTON SECTION 203-2.G
AUTHORIZING REMOVAL OF THE BUILDING
AT 26 STUYVESANT ST.**

WHEREAS, on or about December 1, 2014, the building at 26 Stuyvesant St., Binghamton, New York was damaged by fire; and

WHEREAS, by letter dated December 8, 2014, pursuant to the Code of the City of Binghamton, Chapter 203, *Buildings, Unsafe*, the City gave notice to the owner that the building must be demolished within 30 days and that the building cannot be occupied; and

WHEREAS, the owner failed and refused to demolish within the time provided and transferred the property to a third party; and

WHEREAS, by letter dated October 2, 2015, pursuant to the Code of the City of Binghamton, Chapter 203, *Buildings, Unsafe*, the City gave notice to the new owner that the building must be demolished within 30 days and that the building cannot be occupied; and

WHEREAS, the new owner has failed and refused to demolish the building within the time provided; and

WHEREAS, pursuant to § 203-2.G, the City of Binghamton wishes to “enter upon such property and cause the same to be removed” and thereafter seek to recover the costs and expenses for same pursuant to § 203-2.H.

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

RESOLVE that pursuant to Code of the City of Binghamton Chapter 203, *Buildings, Unsafe*, § 203-2.G, the Common Council of the City of Binghamton hereby approves the City of Binghamton to enter upon 26 Stuyvesant St., Binghamton, New York to remove the fire damaged building and thereafter seek to recover the costs and expenses for same pursuant to § 203-2.H.



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

Date: April 6, 2016

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

Introduced by Committee: Employees

RESOLUTION

entitled

**A RESOLUTION TO AMEND THE 2016 WATER
DEPARTMENT BUDGET TO ELIMINATE ONE
WATER METER READER SPECIALISTS AND
TO ADD ONE WATER METER READER**

WHEREAS, the Superintendent of the Water/Sewer Department finds it proper and necessary to amend the 2016 Water Department, Trans & Distrib, budget to eliminate one (1) Water Meter Reader Specialists position at an hourly rate of \$18.94 and to add one (1) Water Meter Reader at an hourly rate of \$17.44; and

WHEREAS, the Civil Service Commission approved the new position; and

WHEREAS, the proposed budget amendment was approved by the Board of Estimate and Apportionment on April 6, 2016.

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

Section 1. That the Comptroller and Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2016 Water Department, Water Trans & Distrib, budget line FX8340.51000 (Personal Services) to eliminate one (1) Water Meter Reader Specialists position at an hourly rate of \$18.94 and to add one (1) Water Meter Reader at an hourly rate of \$17.44.

Section 2. That this Ordinance shall take effect immediately.

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

Chuck Shager, Comptroller



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

Date: April 6, 2016

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

Introduced by Committee: Finance

RESOLUTION

entitled

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 STREET

WHEREAS, POLYMAR HOUSING SPE, LLC and WE'LL DO IT LIVE SPE, LLC currently operate a senior housing development ("Property") consisting of 148 units, subject to a Section 8 Housing Assistance Program Contract covering 147 of the 148 units, 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; and

WHEREAS, POLYMAR HOUSING SPE, LLC and WE'LL DO IT LIVE SPE, LLC has agreed to lease the Property to the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY for a twenty year term; and

WHEREAS, the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY intends to preserve the Property as affordable housing for low-income senior citizens living in and around the City and surrounding Broome County, New York; and

WHEREAS, POLYMAR HOUSING SPE, LLC, WE'LL DO IT LIVE SPE, LLC and BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, have applied to the City of Binghamton for certain tax exemptions under New York State Private Housing Finance Law §577, *Tax Exemptions* and Real Property Tax Law § 422, *Not-for-profit housing companies*, (1)(a); and

WHEREAS, the Common Council of the City of Binghamton, as the local legislation body of the municipality in which the Property is located has the authority to provide for exemption of real property taxes; and

WHEREAS, POLYMAR HOUSING SPE, LLC, WE'LL DO IT LIVE SPE, LLC and BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, have agreed to a Payment in Lieu of Taxes Agreement ("PILOT") as annexed hereto; and

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: April 6, 2016

WHEREAS, the Common Council of the City of Binghamton wishes to approve the PILOT.

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 PILOT agreement, approved as to form and content by the Office of Corporation Counsel, with POLYMAR HOUSING SPE, LLC, WE'LL DO IT LIVE SPE, LLC and BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, as annexed hereto.

[Faint, illegible text and a grid table are present in this section, likely representing an annexed document or a table of data.]

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 2017 through 2037.

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 the Company leasing to

the Agency the Property 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 _____, 2036, 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

Polymar 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, postage prepaid, return receipt requested, by recognized overnight carrier, 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: Polymar Housing SPE, LLC
215 South La Cienega Boulevard, #203
Los Angeles, California 90211
Attn: Patrick Luke

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

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. Notices shall be deemed delivered upon actual receipt or refusal of delivery.

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.

(SIGNATURE PAGE TO FOLLOW)

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

POLYMAR HOUSING SPE, LLC
a Delaware limited liability company

By: _____
Brian Chien-Chih Chen
President

Date: _____

POLYMAR HOUSING SPE, LLC
a Delaware limited liability company

By: _____
Alan B. Smolinisky
Secretary

Date: _____

WE'LL DO IT LIVE SPE, LLC
A Delaware limited liability company

By: _____
Brian Chien-Chih Chen
President and Secretary

Date: _____

CITY OF BINGHAMTON

By: _____

Date: _____

BROOME COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kevin McLaughlin
Executive Director

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 BRIAN CHIEN-CHIH CHEN, 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 _____)
)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 ALAN B. SMOLINISKY, 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

EXHIBIT "A"

(SEE ATTACHED)

EXHIBIT "B"

(SEE ATTACHED)

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



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

Date: April 6, 2016

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

Introduced by Committee: Finance

RESOLUTION

entitled

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

WHEREAS, the City of Binghamton wishes to enter into an agreement with the Boys & Girls Club of Binghamton for the use of Fiscal Years 34, 35, and 36 Community Development Block Grant funding (Human Services) in the total amount of \$16,506.62 for a teen summer employment program.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with the Boys & Girls Club of Binghamton for the use of Fiscal Years 34, 35, and 36 Community Development Block Grant funds in the total amount of \$16,506.62 for a teen summer employment program and that funds for this purpose be deducted as follows:

<u>Amount</u>	<u>Budget line</u>
\$ 7,049.89	CD8676.533515.CDY34 (Human Services)
1,490.15	CD8676.533515.CDY35 (Human Services)
<u>7,966.58</u>	CD8676.533515.CDY46 (Human Services)
\$ 16,506.62	

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

Chuck Shager, Comptroller



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

Date: April 6, 2016

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

Introduced by Committee: Finance

RESOLUTION

entitled

**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**

WHEREAS, the City of Binghamton wishes to enter into an agreement with the Boys & Girls Club of Binghamton for the use of Fiscal Years 36, 37, and 40 Community Development Block Grant funding (Human Services) in the total amount of \$38,926.62 for a teen after hours program.

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

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with the Boys & Girls Club of Binghamton for the use of Fiscal Years 36, 37, and 40 Community Development Block Grant funds in the total amount of \$38,926.62 for a teen after hours program and that funds for this purpose be deducted as follows:

<u>Amount</u>	<u>Budget line</u>
\$ 6,931.02	CD8676.533515.CDY36 (Human Services)
12,162.14	CD8676.533515.CDY37 (Human Services)
<u>19,833.46</u>	CD8676.533515.CDY40 (Human Services)
\$38,926.62	

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

Chuck Shager, Comptroller



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

Date: April 6, 2016

Sponsored by Council Members: Mihalko, Matzo, Papastrat, Scaringi, Cronicc, Taylor

Introduced by Committee: Municipal Public Affairs

RESOLUTION

entitled

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN INTERMUNICIPAL
AGREEMENT WITH THE TOWN OF
DICKINSON FOR COPPERATIVE SERVICES
REGARDING PUBLIC INFRASTRUCURE**

WHEREAS, the City of Binghamton and the Town of Dickinson may provide mutual aid from time to time for public infrastructure; and

WHEREAS, the City and Town wish to memorialize their mutual aid agreement.

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with the Town of Dickinson for mutual aid for public infrastructure as annexed hereto.