



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, October 17, 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	-----	-----	Discussion	-----	Auditor
6:30pm	-----	-----	Discussion	-----	Tom Costello
6:45pm	-----	-----	Discussion: RL16-207	-----	Community Potential
7:00pm	Finance	Mihalko	*RL16-199: Amend 2016 Fire Department Budget to fund 4 Safer Grant Positions RL16-202: Modify the 2016 Sewer Fund Budget	1-3; 26-27	Chuck Shager
7:20pm	Planning	Scaringi	*RL16-200: Authorization to sell 76-78 Pine Street to Housing Visions Consultants, Inc	4-23	Robert Murphy
7:30pm	Finance	Mihalko	*RL16-201: Authorization to set a payment schedule for real property taxes for 76-78 Pine St and 235 Court St	24-25	Robert Murphy
7:45pm	Finance	Mihalko	*RL16-207: Payment Schedule for real property taxes for 435 State St	36-37	Jared Kraham
8:00pm	MPA	Matzo	*RL16-204: Agreement with Opportunities for Broome, Inc for use of HOME funds for a veterans housing project at 27 Pine St *RL16-205: Grant in the amount of \$250,000 from Local Initiatives Support Corporation to support housing quality improvement and enforcement programs	31-35	Jared Kraham
8:10pm	Planning	Scaringi	RL16-203: BC Urban League: change of budgeted line items for existing contract with the City	28-30	Jared Kraham
8:15pm	-----	-----	Discussion: Pending Legislation	-----	Leighton Rogers

COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

ELP

RL Number:

110-199

Date Submitted:

10/11/16

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: Chief Daniel Eggleston

Title/Department: Fire Chief

Contact Information: 772-7016

RL Information

Proposed Title: Amend 2016 Fire Department Budget to fund 4 Safer Grant positions

thru 12/31/2016

Suggested Content: Transfer funds per attached to fund 4 safer grant positions thru 12/31/2016

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

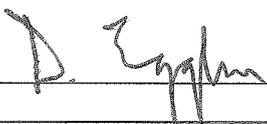
Date: 10/12/2016

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

Fund 4 Safer Grant positions thru 12/31/2016

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: 

Date: 10/12/16

OFFICE USE ONLY

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

Signature: _____

Date: _____

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: _____

Request for Transfer of Funds

Approved	From		Amount	To		Amount
	A3410.51000	Personal Services - Firefighter Gr 1	23,911.00	A3410.51000	Personal Services - Firefighter Gr 5	30,036.67
	A9050.58000E	Unemployment Insurance	28,015.48	A3410.51600	Fire Holiday Pay	6,238.38
				A3410.51660	Fire AL Leave Time	4,158.92
				A9030.58000B	Social Security	3,093.20
				A9060.58000C	Health Insurance	7,792.80
				A9015.58000	P & F Retirement	606.51
			51,926.48			51,926.48

116-200

Date Submitted:
10/12/16



Legislative Branch

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

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Applicant Information

Request submitted by: Robert C. Murphy

Title/Department: Director of Economic Development

Contact Information: 38 Hawley Street, 4th Floor, Binghamton, NY 13901 (607)772-7161

RL Information

Proposed Title: Authorization to sell 76, 77 and 78 Pine Street, Binghamton, New York for \$21,100 (Twenty One Thousand One Hundred Dollars and 00/100) to Housing Visions Consultants, Inc.

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: [Signature]

Comptroller: [Signature]

Corporation Counsel: [Signature]

Finance Planning MPA PW/Parks Employees Rules/Special Studies

CONTRACT TO PURCHASE

This is a contract for the purchase and sale of Real Estate. If not fully understood, seek the advice of your attorney.

Parties: BUYER: Housing Visions Consultants, Inc.
 ADDRESS: 1201 E. Fayette Street, Syracuse, New York 13210

SELLER: City of Binghamton
 ADDRESS: 38 Hawley Street, Binghamton, NY 13901-3700

Property: Buyer agrees to buy and Seller agrees to sell the following property situated in the City of Binghamton, County of Broome and State of New York as follows:

- (i) A 55 x 94' vacant parcel located at 76 Pine Street in the City of Binghamton, NY, also known as Tax Map ID: 160.35-2-38

together with all lighting, heating and plumbing fixtures, window shades, drapery rods, curtain rods, screen and storm doors and windows, water heater, water meter, garage door opener, television antenna, and all fixtures, fittings or equipment belonging to or used in the operation of the property. Seller represents that all fixtures, fittings and equipment are owned by Seller and shall be deemed part of the property sold to Buyer except the following:

Purchase Price: The total purchase price shall be \$1 (One Dollar and 00/100) and shall be allocated as follows:

- (i) \$1.00 (One Dollar and 00/100) for the land;
 (ii) \$0.00 (Zero Dollars and 0/100) for the structure

Deposit: \$0.

Cash

Balance: \$1 (One Dollar and 00/100) cash on closing (transfer of title).

Contingencies:

Buyer makes this offer subject to the following contingencies. If any of these contingencies is not satisfied by the dates specified, then either Buyer or Seller may cancel this contract by written notice to the other, in which case the deposit shall be returned to the Buyer.

A. ENVIRONMENTAL CONTINGENCY:

This offer is subject to Buyer obtaining a satisfactory ESA (Environmental Site Assessment).

B. BOARD OF DIRECTORS APPROVAL:

This offer is subject to approval by the Board of Directors of the Buyer.

C. FINANCE CONTINGENCY: This offer is subject to obtaining the project financing which is also contingent upon Buyer receiving an award through various grant applications in an amount sufficient to complete the project as submitted to the lender. Anticipated award announcement June 2017.

Additional Provisions:

- This contract shall become null and void unless signed by the Seller and returned to the Buyer within 5 calendar days
- Seller must complete and sign attached Addendum 1, and Addendum 2.

Survey: Up-to-date stake and location survey (i.e., with all corners of the property staked) to be obtained by Buyer at Buyer's Costs unless a recent survey dated within one-year can be provided by Seller.

Abstracts and Tax Receipts:

The Seller shall deliver to the Buyer, at least 15 days before closing, a correct, up to date: (1) county or title company's history (abstract) of title, made from the records in the County Clerk's Office going back at least 40 years and starting with a warranty deed; (2) an official 10 year property tax abstract; and (3) current property tax receipts. If Seller fails to deliver the above within 20 days of Buyers written request, Buyer may obtain same and receive a credit from Seller at closing in the amount of the actual cost incurred by Buyer for the documents.

Title: At closing, the Seller shall transfer to the Buyer good and marketable title to the property, subject to building and use restrictions, governmental laws, utility easements benefiting this property, and taxes for local improvements not now due. Otherwise, such title shall be free and clear from the rights of others (liens and encumbrances), water charges, sewer rents and real estate taxes.

Place and Time of Closing:

The closing will be at the office of Buyer's attorney or as otherwise agreed, on or about October 2017. Buyer has the right to two (2) six-month extensions to the Closing Date.

Deed: At the time of closing, the Seller shall transfer to the Buyer the above by warranty deed with lien covenant.

Adjustments:

Prepaid or unpaid charges (interest, rents, taxes, water security deposits and utilities), shall be pro-rated and adjusted as of closing.

Inspection:

Buyer has a right of reasonable inspection of the property at any and all times prior to closing. Subsequent to Seller's acceptance of this offer, Seller shall also allow reasonable inspection of the property by persons designated by Buyer to facilitate Buyer's satisfaction of the contingencies provided in this offer.

Seller Co-operation:

Seller agrees to co-operate with the Buyer with respect to any and all applications for governmental approvals deemed needed by Buyer for Buyer's anticipated use of the Property ("Government Approval") before any local zoning/planning board, including but not limited to code enforcement office, code permitting office, city planning commission, town or village board, planning board, zoning board of appeals or county planning commission ("Governing Body"). With respect to any such application of Government Approval, Buyer shall be deemed a conditional contract vendee.

During the term of this Contract, Seller hereby joins in and also appoints Buyer as Sellers agent, attorney-in-fact and legal representative for the limited purpose of any and all Governmental Approvals before any Governing Body. Buyer shall have the right and authority to execute any application for a Government Approval on behalf of Seller and appear before any Governing Body in Sellers place and stead. The authority granted herein shall automatically terminate upon the termination or natural expiration of this Agreement.

Seller agrees with any other reasonable request of Buyer necessary to carry out the intention of this provision.

Possession:

Possession of the property shall be delivered on closing. Property shall be delivered to Buyer in broom-clean condition, free and clear of all seller personal property, garbage and debris, tires, containers with paint, chemicals, petroleum products, household cleaners or any hazardous chemical ("Garbage"). In the event of a breach of this provision, Buyer shall receive a credit from Seller at closing in an amount sufficient to pay for the cost of clean up and disposal of any remaining Garbage.

Recording Expenses:

Upon any purchase money mortgage given, Buyer shall pay the mortgage tax and recording fee. Seller shall pay for transfer tax (deed stamps).

Assignment:

This contract may be assigned by the Buyer without Seller's consent.

Risk of Loss:

The risk of loss or damage to the property by fire or other causes until closing remains with the Seller.

Broker:

The parties agree that _____ brought about this purchase and sale, and Seller is obligated for the real estate brokerage commission.

It is understood and agreed by the Buyer and Seller that no broker secured this contract and no one is entitled to a commission for this contract.

Non-Merger Survival of warranties

Any and all warranties made by either party to the other herein shall survive closing. They shall not be merged with the deed and shall be separately enforceable by either party notwithstanding that either party agreed to and did close title.

Persons Bound:

THIS DOCUMENT, WHEN SIGNED BY BOTH PARTIES, SHALL BE A BINDING CONTRACT. IT SHALL BIND THE PARTIES HERETO AND THEIR ESTATES. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, MAY NOT BE CHANGED ORALLY AND MAY BE MODIFIED ONLY IN WRITING.

DATE: 10/11/16 BUYER: Housing Visions Consultants, Inc.
WITNESS: [Signature] BY: [Signature]
TITLE: Director of Development

Acceptance: Sellers certify that they own the property and have the power to sell the property. Sellers accept the offer and agree to sell on the terms and conditions set forth above.

DATED: _____ SELLER: _____

ADDENDUM 2

FEDERAL FINANCING

BUYER'S NOTICE TO SELLER FOR ALL PROPERTIES LISTED:

- (i) A 55' x 94' parcel known address of 76 Pine Street, Binghamton, NY13901, Tax Lot Number 160.35-2-38;

Because it is anticipated that a portion of the financing for the project in which the property will be included will require Federal financial assistance, the Buyer hereby notifies the Seller as follows:

- (1) Buyer is not a governmental agency or instrumentality thereof, that has the power of eminent domain, and Buyer will not be able to acquire the property in the event negotiations fail to result in an amicable agreement.
- (2) Buyer believes that its offer to purchase the property as set forth in the attached Contract to Purchase represents the fair market value of the property.

SELLER'S CERTIFICATION

Seller has read and understands the foregoing Notice and Seller's decision to enter into this Contract to Purchase has been made voluntarily.

DATED: _____ SELLER _____

WITNESS: _____ SELLER: _____

CONTRACT TO PURCHASE

This is a contract for the purchase and sale of Real Estate. If not fully understood, seek the advice of your attorney.

Parties: BUYER: Housing Visions Consultants, Inc.
ADDRESS: 1201 E. Fayette Street, Syracuse, New York 13210

SELLER: City of Binghamton
ADDRESS: 38 Hawley Street, Binghamton, NY 13901-3700

Property: Buyer agrees to buy and Seller agrees to sell the following property situated in the City of Binghamton, County of Broome and State of New York as follows:

- (i) A 55 x 115' vacant parcel located at 77 Pine Street in the City of Binghamton, NY, also known as Tax Map ID: 160.35-2-25

together with all lighting, heating and plumbing fixtures, window shades, drapery rods, curtain rods, screen and storm doors and windows, water heater, water meter, garage door opener, television antenna, and all fixtures, fittings or equipment belonging to or used in the operation of the property. Seller represents that all fixtures, fittings and equipment are owned by Seller and shall be deemed part of the property sold to Buyer except the following:

Purchase Price: The total purchase price shall be \$1 (One Dollar and 00/100) and shall be allocated as follows:

- (i) \$1.00 (One Dollar and 00/100) for the land;
- (ii) \$0.00 (Zero Dollars and 0/100) for the structure

Deposit: \$0.

Cash Balance: \$1 (One Dollar and 00/100) cash on closing (transfer of title).

Contingencies: Buyer makes this offer subject to the following contingencies. If any of these contingencies is not satisfied by the dates specified, then either Buyer or Seller may cancel this contract by written notice to the other, in which case the deposit shall be returned to the Buyer.

A. ENVIRONMENTAL CONTINGENCY:
This offer is subject to Buyer obtaining a satisfactory ESA (Environmental Site Assessment).

B. BOARD OF DIRECTORS APPROVAL:
This offer is subject to approval by the Board of Directors of the Buyer.

C. FINANCE CONTINGENCY: This offer is subject to obtaining the project financing which is also contingent upon Buyer receiving an award through various grant applications in an amount sufficient to complete the project as submitted to the lender. Anticipated award announcement June 2017.

Additional Provisions:

- This contract shall become null and void unless signed by the Seller and returned to the Buyer within 5 calendar days
- Seller must complete and sign attached Addendum 1, and Addendum 2.

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The Seller shall deliver to the Buyer, at least 15 days before closing, a correct, up to date: (1) county or title company's history (abstract) of title, made from the records in the County Clerk's Office going back at least 40 years and starting with a warranty deed; (2) an official 10 year property tax abstract; and (3) current property tax receipts. If Seller fails to deliver the above within 20 days of Buyer's written request, Buyer may obtain same and receive a credit from Seller at closing in the amount of the actual cost incurred by Buyer for the documents.

Title: At closing, the Seller shall transfer to the Buyer good and marketable title to the property, subject to building and use restrictions, governmental laws, utility easements benefiting this property, and taxes for local improvements not now due. Otherwise, such title shall be free and clear from the rights of others (liens and encumbrances), water charges, sewer rents and real estate taxes.

Place and Time of Closing:

The closing will be at the office of Buyer's attorney or as otherwise agreed, on or about October 2017. Buyer has the right to two (2) six-month extensions to the Closing Date.

Deed: At the time of closing, the Seller shall transfer to the Buyer the above by warranty deed with lien covenant.

Adjustments:

Prepaid or unpaid charges (interest, rents, taxes, water security deposits and utilities), shall be pro-rated and adjusted as of closing.

Inspection:

Buyer has a right of reasonable inspection of the property at any and all times prior to closing. Subsequent to Seller's acceptance of this offer, Seller shall also allow reasonable inspection of the property by persons designated by Buyer to facilitate Buyer's satisfaction of the contingencies provided in this offer.

Seller Co-operation: Seller agrees to co-operate with the Buyer with respect to any and all applications for governmental approvals deemed needed by Buyer for Buyer's anticipated use of the Property ("Government Approval") before any local zoning/planning board, including but not limited to code enforcement office, code permitting office, city planning commission, town or village board, planning board, zoning board of appeals or county planning commission "(Governing Body)". With respect to any such application of Government Approval, Buyer shall be deemed a conditional contract vendee.

During the term of this Contract, Seller hereby joins in and also appoints Buyer as Sellers agent, attorney-in-fact and legal representative for the limited purpose of any and all Governmental Approvals before any Governing Body. Buyer shall have the right and authority to execute any application for a Government Approval on behalf of Seller and appear before any Governing Body in Sellers place and stead. The authority granted herein shall automatically terminate upon the termination or natural expiration of this Agreement.

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Assignment: This contract may be assigned by the Buyer without Seller's consent.

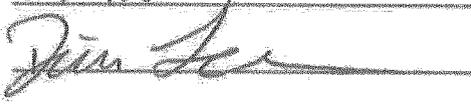
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Broker: The parties agree that _____ brought about this purchase and sale, and Seller is obligated for the real estate brokerage commission.
 It is understood and agreed by the Buyer and Seller that no broker secured this contract and no one is entitled to a commission for this contract.

Non-Merger Survival of warranties Any and all warranties made by either party to the other herein shall survive closing. They shall not be merged with the deed and shall be separately enforceable by either party notwithstanding that either party agreed to and did close title.

Persons Bound:

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DATE: 10/11/16 BUYER: Housing Visions Consultants, Inc.
WITNESS:  BY: 
TITLE: Director of Development

Acceptance: Sellers certify that they own the property and have the power to sell the property. Sellers accept the offer and agree to sell on the terms and conditions set forth above.

DATED: _____ SELLER: _____

ADDENDUM 1

- Representatives of Buyer may, at Buyers option, contact any persons residing at the property after the agreement is executed for purposes of inviting these residents to apply for participation in the Buyer's housing program and/or offering assistance to these residents in moving from the property.

- Seller shall permit and facilitate this contact with the residents by Buyer throughout the time period from the date the Board of Directors of the Buyer approves this offer until the actual closing date. These residents may, at Buyer's option, continue to occupy the property for a limited time after the closing.

- Prior to any person moving into any apartment in the property after acceptance of this offer, Seller shall obtain such person's signature on a "move in notice" (HUD Handbook 1378, Appendix 29) which notice informs the person that their occupancy is temporary and the person will need to vacate the property prior to closing and such person shall not be entitled to relocation costs. Seller acknowledges receipt of a copy of the "move in notice" and shall be liable to Buyer for any and all costs incurred by or imposed by law or regulation upon Buyer as a result of Sellers failure to obtain a signed move in notice from any person prior to such person moving into an apartment in the property.

SELLER'S CERTIFICATION

(Include Tenants Name, Members on the Lease, Rent, and Contact Information Below)

Date Seller purchased this property: _____ Purchase price: _____
(month) (year)

If, by the time of closing, Seller will have owned the property for 10 years or more, has Seller made major improvements to the property in any consecutive 24 month period?

_____ Yes* _____ No _____ Not owned for 10 years or more.

*If "yes", please itemize:

<u>Improvements</u>	<u>Cost</u>	<u>Date</u>

I/We further certify that this property has not received Low Income Housing Tax Credits for which the fifteen-year compliance period is still in effect.

DATED: _____ **SELLER:** _____

WITNESS: _____ **SELLER:** _____

ADDENDUM 2

FEDERAL FINANCING

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During the term of this Contract, Seller hereby joins in and also appoints Buyer as Sellers agent, attorney-in-fact and legal representative for the limited purpose of any and all Governmental Approvals before any Governing Body. Buyer shall have the right and authority to execute any application for a Government Approval on behalf of Seller and appear before any Governing Body in Sellers place and stead. The authority granted herein shall automatically terminate upon the termination or natural expiration of this Agreement.

Seller agrees with any other reasonable request of Buyer necessary to carry out the intention of this provision.

Possession:

Possession of the property shall be delivered on closing. Property shall be delivered to Buyer in broom-clean condition, free and clear of all seller personal property, garbage and debris, tires, containers with paint, chemicals, petroleum products, household cleaners or any hazardous chemical ("Garbage"). In the event of a breach of this provision, Buyer shall receive a credit from Seller at closing in an amount sufficient to pay for the cost of clean up and disposal of any remaining Garbage.

Recording Expenses:

Upon any purchase money mortgage given, Buyer shall pay the mortgage tax and recording fee. Seller shall pay for transfer tax (deed stamps).

Assignment:

This contract may be assigned by the Buyer without Seller's consent.

Risk of Loss:

The risk of loss or damage to the property by fire or other causes until closing remains with the Seller.

Broker:

The parties agree that _____ brought about this purchase and sale, and Seller is obligated for the real estate brokerage commission.

It is understood and agreed by the Buyer and Seller that no broker secured this contract and no one is entitled to a commission for this contract.

Non-Merger Survival of warranties

Any and all warranties made by either party to the other herein shall survive closing. They shall not be merged with the deed and shall be separately enforceable by either party notwithstanding that either party agreed to and did close title.

Persons Bound:

THIS DOCUMENT, WHEN SIGNED BY BOTH PARTIES, SHALL BE A BINDING CONTRACT. IT SHALL BIND THE PARTIES HERETO AND THEIR ESTATES. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, MAY NOT BE CHANGED ORALLY AND MAY BE MODIFIED ONLY IN WRITING.

DATE: 10/11/16 BUYER: Housing Visions Consultants, Inc.
 WITNESS: [Signature] BY: [Signature]
 TITLE: Director of Development

Acceptance: Sellers certify that they own the property and have the power to sell the property. Sellers accept the offer and agree to sell on the terms and conditions set forth above.

DATED: _____ SELLER: _____

ADDENDUM 2

FEDERAL FINANCING

BUYER'S NOTICE TO SELLER FOR ALL PROPERTIES LISTED:

- (i) A 55' x 94' parcel known address of 78 Pine Street, Binghamton, NY13901, Tax Lot Number 160.35-2-39;

Because it is anticipated that a portion of the financing for the project in which the property will be included will require Federal financial assistance, the Buyer hereby notifies the Seller as follows:

- (1) Buyer is not a governmental agency or instrumentality thereof, that has the power of eminent domain, and Buyer will not be able to acquire the property in the event negotiations fail to result in an amicable agreement.
- (2) Buyer believes that its offer to purchase the property as set forth in the attached Contract to Purchase represents the fair market value of the property.

SELLER'S CERTIFICATION

Seller has read and understands the foregoing Notice and Seller's decision to enter into this Contract to Purchase has been made voluntarily.

DATED: _____ SELLER: _____

WITNESS: _____ SELLER: _____

Moore Manor
235 Court Street and 76-78 Pine Street

year	PILOT PAYMENT
1	\$32,800.00
2	\$33,700.00
3	\$34,600.00
4	\$35,500.00
5	\$36,400.00
6	\$37,300.00
7	\$38,200.00
8	\$39,100.00
9	\$40,000.00
10	\$40,900.00
11	\$41,800.00
12	\$42,700.00
13	\$43,600.00
14	\$44,500.00
15	\$45,400.00



Legislative Branch

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: Director of Economic Development

Contact Information: 38 Hawley Street, 4th Floor, Binghamton, NY 13901 (607)772-7161

RL Information

Proposed Title: Authorization to set a payment schedule for real property taxes for 76-78 Pine Street and 235 Court Street, Binghamton, New York pursuant to New York State Housing Finance Law Section 581

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"/>

Moore Manor
235 Court Street and 76-78 Pine Street

year	PILOT PAYMENT
1	\$32,800.00
2	\$33,700.00
3	\$34,600.00
4	\$35,500.00
5	\$36,400.00
6	\$37,300.00
7	\$38,200.00
8	\$39,100.00
9	\$40,000.00
10	\$40,900.00
11	\$41,800.00
12	\$42,700.00
13	\$43,600.00
14	\$44,500.00
15	\$45,400.00



Legislative Branch

RL Number:
16-202
Date Submitted:
10/14/16

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 THE 2016 SEWER FUND BUDGET

Suggested Content: An Ordinance modifying the 2016 Sewer Fund Budget by

Increasing Serial Bond Principal G9710.56000 BY \$17,400 and Other Debt G9789.5600 by

\$2.00 and decreasing Sewage Treatment G8130.54000 by \$2,402 and decreasing Serial Bond

Interest by \$15,000

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:	<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: 10/12/16

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

Amend Sewer Budget to modify Principal and Interest payments

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
G9710.57000 Serial Bond Interest	G9710.56000 Serial Bond Principal	\$15,000
G8130.54000 Sewage Treatment	G9710.56000 Serial Bond Interest	\$2,400
G8130.54000 Sewage Treatment	G9789.56000 Other Debt Principal	\$2.00

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: 10.13.16

OFFICE USE ONLY

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

Signature: _____

Date: 10.13.16

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 _____, 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:

10-203

Date Submitted:

10/14/10

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Stephen Carson

Title/Department: Grants Admin / PHCD

Contact Information: stcarson@cityofbinghamton.com / 772-7028, ext 137

RL Information

Proposed Title: Broome County Urban League: Change of budgeted line items for existing contract with the City of Binghamton

Suggested Content: The Urban League has requested a change of line items per the attached spreadsheet. The reason for this per the attached letter is due to staffing changes. The overall contract amount will remain unchanged and no new line items have been introduced.

Additional Information

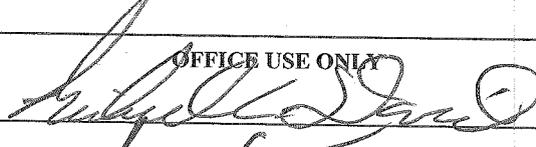
Does this RL concern grant funding? Yes No

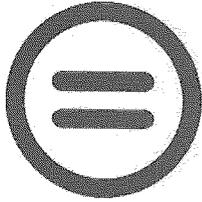
If 'Yes', is the required RL Grant Worksheet attached? Yes No

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): R16-05

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



**Broome County
Urban League**

*Empowering Communities.
Changing Lives.*

October 10, 2016

Mr. Carson
Planning, Housing & Community Development
38 Hawley Street, 4th Floor
Binghamton, NY 13901

RE: CDBG Fiscal Year 41–January 1, 2016 – December 31, 2016-
Budget Modification – CDBG – FY41

Dear Mr. Carson,

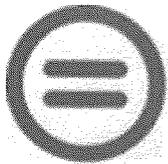
Please see the attached budget modification for the Broome County Urban League CDBG Grant for FY 41, 2016.

The modification is being done per your request to correct the amounts that were over/under budgeted in the personnel lines and in the fringe lines. This realignment was necessary due to staffing changes leaving some salary savings as well as new staff being hired starting at a different salary rate than previous Director and Coordinator staff that had been with the agency for a number of years. This realignment will correct the budget lines in order to allow us to spend down our grant accordingly.

Please let me know if you have any additional questions related to this request.

Jennifer Lesko

Jennifer Lesko, MS.Ed
President/CEO



Empowering Communities and Changing Lives.

43-45 Carroll Street, Binghamton, New York 13901
Phone: (607) 723-7303 • Fax: (607) 723-5827
www.bcubl.org



National
Urban League

United Way
of Broome County



BROOME COUNTY URBAN LEAGUE			
approved for \$15,000 FY41	Budget	Modification	New Budget
Personnel			
Program Director - Fleming	\$4,148.00	(\$1,558.00)	\$2,590.00
Program Coordinator - Suh	\$3,276.00	(\$1,616.00)	\$1,660.00
Youth Worker/Summer Specialist- Mahones	\$4,512.00	\$2,207.00	\$6,719.00
Subtotal	\$11,936.00	(\$967.00)	\$10,969.00
Fringe Benefits			
Social Security	\$557.00	\$300.00	\$857.00
Medicare	\$130.00	\$126.00	\$256.00
NYS Unemployment	\$789.00	\$0.00	\$789.00
DBL/GL/WC	\$150.00	\$541.00	\$691.00
Subtotal	\$1,626.00	\$967.00	\$2,593.00
Operating/Adm Exepnses			
Activity Fees	\$756.00	\$0.00	\$756.00
Program Supplies	\$682.00	\$0.00	\$682.00
Subtotal	\$1,438.00	\$0.00	\$1,438.00
TOTAL	\$15,000.00	\$0.00	\$15,000.00



Legislative Branch

Ely

RL Number:

16-204

Date Submitted:

10/14/16

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 an agreement with

Opportunities for Broome, Inc. for use of HOME funds in an amount not to exceed \$150,000.00

for a veterans housing project at 27 Pine St.

Suggested Content:	Budget lines:		
	CE8689.533802.CEY02	\$	2,214.00
	CE8689.533802.CEY38	\$	197.50
GE8699-933006.CEY06: \$13,358.04	CE8689.533802.CEY39	\$	5502.62
	CE8689.533802.CEY40	\$	56163.00
CE8699-933007.CEY07: \$43,437.19	CE8689.533802.CEY41	\$	52808.00
CE8699-933008.CEY08: \$93,204.77	CE8689.533802.CEY42	\$	12111.80
			\$ 150,000.00

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:
16-205
Date Submitted:
10/14/16

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 accepting a grant in the amount of \$250,000 from the Local Initiatives Support Corporation (LISC) to support housing quality improvement and enforcement programs.
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 checked="" 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: Local Initiatives Support Corporation (LISC)

Total project cost: \$250,000

Total amount of grant: \$250,000

Local match (if any): n/a

If local match is monetary, provide the budget line and title: _____

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

Disbursement of grant (upfront, reimbursable?): Reimbursable.

If reimbursable, source of funds pending reimbursement: _____

Grant project manager: Dr. Juliet Berling

Anticipated date of project completion: n/a

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:



October 11, 2016

Richard C. David, Mayor
City of Binghamton
38 Hawley Street
Binghamton, New York 13905
rcdavid@cityofbinghamton.com

Re: LISC Program Action Number: 47421-0001

Dear Mr. David:

Grant Amount; Purpose of the Grant:

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") hereby agrees to provide a grant in the amount of \$250,000.00 (the "Grant") to the City of Binghamton (the "Grantee"), for the purposes, and on the terms, set forth below. This Grant is a result of the February 11, 2016 Settlement Agreement between Morgan Stanley and the New York Attorney General. This Grant is being made as part of the activities of the New York State Housing Stabilization Fund, a LISC program that is funding the work of Municipalities or their housing or finance agencies to support Housing Quality Improvement and Enforcement Programs, among other activities.

The Grantee acknowledges that in accepting this Grant, Grantee will use the proceeds of the Grant solely to support Housing Quality Improvement and Enforcement Programs in accordance with a final budget and scope of work which LISC will finalize with you in the coming weeks. Accepting the Grant proceeds will be further acknowledgement of Grantee's agreement to the terms and conditions of this letter.

Grant Commitment:

This commitment of Grant funds shall be effective upon the receipt by LISC of a copy of this Grant Agreement signed by a representative of the Grantee, returned by email to grants_contracts@lisc.org, with a copy to HCaloir@lisc.org. Ms. Caloir is your primary program contact at LISC regarding the Grant. Please send a hard copy of the signed Grant Agreement to LISC to the attention of Ms. Caloir. Please contact Ms. Caloir if you have any questions about the Grant. Please note - under Sections 501 and 4945 of the Internal

Revenue Code, the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. By countersigning this Grant Agreement and returning it to LISC, the Grantee agrees to not use the Grant for purposes prohibited by the preceding two sentences. In its use of Grant funds provided by LISC, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

Please note - this Grant Agreement must be signed and returned to LISC within thirty (30) days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.

LOCAL INITIATIVES SUPPORT CORPORATION

Signature: 

Name: Patrick Maher

Vice President &

Title: Deputy General Counsel

Date: October 11, 2016

TERMS OF GRANT ACCEPTED AND AGREED TO:

CITY OF BINGHAMTON

Authorized Signature: _____

Name: Richard C. David

Title: Mayor

Date: October ____, 2016

LOCAL INITIATIVES SUPPORT CORPORATION
501 Seventh Avenue, 7th Floor, New York, NY 10018 Phone 212-455-9800 Fax 212-682-5929
WWW.LISC.ORG



Exp.

Legislative Branch

RL Number:
110-207
Date Submitted:
10/17/10

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 a payment schedule for real property taxes for

435 State St., pursuant to New York State Housing Finance Law Section 581.

Suggested Content: To be drafted by Corporation Counsel.

Additional Information

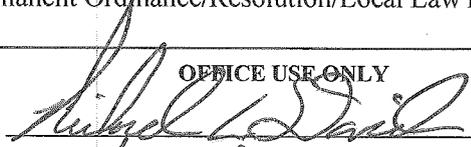
Does this RL concern grant funding? Yes No

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"/>

435 State Street
PILOT SCHEDULE

YEAR	PILOT PAYMENT-Residential	PILOT PAYMENT COMMERCIAL	TOTAL ANNUAL PAYMENT
1	\$32,800.00	\$17,800.00	\$50,600.00
2	\$33,700.00	\$18,300.00	\$52,000.00
3	\$34,600.00	\$18,800.00	\$53,400.00
4	\$35,500.00	\$19,300.00	\$54,800.00
5	\$36,400.00	\$19,800.00	\$56,200.00
6	\$37,300.00	\$20,300.00	\$57,600.00
7	\$38,200.00	\$20,800.00	\$59,000.00
8	\$39,100.00	\$21,300.00	\$60,400.00
9	\$40,000.00	\$21,800.00	\$61,800.00
10	\$40,900.00	\$22,300.00	\$63,200.00
11	\$41,800.00	\$22,800.00	\$64,600.00
12	\$42,700.00	\$23,300.00	\$66,000.00
13	\$43,600.00	\$23,800.00	\$67,400.00
14	\$44,500.00	\$24,300.00	\$68,800.00
15	\$45,400.00	\$24,800.00	\$70,200.00