

THE AGENCY

BROOME COUNTY IDA / LDC

APPLICATION FOR BENEFITS

INSTRUCTIONS

1. The Agency will not consider any application unless, in the judgment of the Agency, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the Project).
3. If an estimate is given as the answer to question, put "est." after the figure or answer, which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return three (3) copies of this application to the Agency at the address indicated on the application.
6. The Agency will not give final approval to the application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are certain elements of the Project which are in the nature of trade secrets of information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The Agency has established a non-refundable application fee of One Thousand (\$1,000) Dollars to cover the anticipated costs of the Agency in processing this application. A check or money order payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**
9. The Agency has established a project fee for each project in which the Agency participates. **THIS PROJECT FEE of 1% of total Project costs IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.** The applicant will also be expected to pay to the Agency all actual costs incurred in connection with the application including all costs incurred by general counsel and bond counsel.
10. The Agency will charge annually an administrative fee to cover ongoing compliance and oversight; the fee shall be payable January 1 of each year until all financing documents shall terminate and be discharged and satisfied.
11. Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), established new record keeping, reporting, and recapture requirements for industrial development agencies that receive sales tax exemptions. The new law requires the following: 1) to keep records of the amount of sales tax benefits provided to each Project and make those records available to the State upon request; 2) that within 30 days after providing financial assistance to a Project, the Agency must report the amount of sales tax benefits intended to be provided to a Project; and 3) a requirement that the Agency post on the internet and make available without charge copies of its resolutions and Project agreements.
12. The 2013 Budget Law also requires that the Agency recapture State sales tax benefits where: 1) the Project is not entitled to receive those benefits; 2) the exemptions exceed the amount authorized or claimed for unauthorized property or services; or 3) the Project operator failed to use property or services in a manner required by its agreement with the Agency.
13. The Applicant requesting a sales tax exemption from the Agency must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. **EACH APPLICANT IS HEREBY ADVISED TO PROVIDE REALISTIC SALES TAX ESTIMATES IN THE APPLICATION, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency recapture any benefit that exceeds the amount listed in the application.**
14. Project Applicants as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage tax exemption, real property tax abatement, and/or bond proceeds) from the Agency will be required to utilize qualified local labor and/or contractors as defined in the Appendix a of the application, for all projects involving the construction, expansion, equipping, demolition and or/ remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

APPLICATION FOR FINANCIAL ASSISTANCE

APPLICANT

NAME: Century Sunrise Redevelopment LLC

APPLICANT'S STREET ADDRESS: 1055 Saw Mill River Road #204

CITY: Ardsley

STATE: NY

ZIP: 10502

PHONE: 914-693-6613

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION:

Lawrence Regan

PHONE: 914-693-6613

TITLE: President

EMAIL: larry@reganddevelopment.com

APPLICANT'S COUNSEL

NAME: Geoff Cannon

FIRM: Cannon Heyman & Weiss

EMAIL: gcannon@chwattys.com

ADDRESS: 54 State Street, 5th Floor

CITY: Albany

STATE: NY

ZIP: 12207

PHONE: 518-465-1500

APPLICANT'S ACCOUNTANT

NAME: Stu Koch

FIRM: The Koch Group

EMAIL:

ADDRESS: 333 7th Avenue #8

CITY: New York

STATE: NY

ZIP: 10001

PHONE: 212-631-0700

PLEASE OUTLINE ON A SEPARATE SHEET OF PAPER ANY OTHER PROFESSIONALS INVOLVED IN THE PROJECT (I.E., DESIGN PROFESSIONAL, GENERAL CONTRACTOR).

PROJECT SUMMARY

A: TYPE OF PROJECT:

☐

MANUFACTURING

☐

WAREHOUSE/DISTRIBUTION

☐

COMMERCIAL

☐

NOT-FOR-PROFIT

☒

OTHER-SPECIFY

Affordable Housing

B: EMPLOYMENT IMPACT (BROOME COUNTY):

EXISTING JOBS: 0

NEW JOBS: estimated 60 construction and a 11 jobs post construction

C: PROJECT COST: \$ 28,506,524

D: TYPE OF FINANCING:

☐

TAX-EXEMPT

☐

TAXABLE

☒

STRAIGHT LEASE

E: AMOUNT OF BONDS REQUESTED: \$ 0

F: AMOUNT OF NEW MORTGAGE(S) REQUIRED FOR PROJECT: \$ 0

G: PROJECT-RELATED COSTS SUBJECT TO SALES TAX: \$ 8,000,000

H: ESTIMATED VALUE OF TAX EXEMPTIONS:

NYS SALES AND COMPENSATING USE TAX \$ 320,000

MORTGAGE RECORDING TAXES \$

REAL PROPERTY TAX EXEMPTIONS \$ See Attached Schedule

OTHER (PLEASE SPECIFY) \$

APPLICANT INFORMATION

EMPLOYER'S FEDERAL ID NO. 81-0773360

NAICS CODE

1. INDICATE TYPE OF BUSINESS ORGANIZATION OF APPLICANT:

A. ☒ CORPORATION INCORPORATED IN WHAT COUNTRY United States

WHAT STATE New York

DATE INCORPORATED 12/3/2015

TYPE OF CORPORATION Limited Liability Corporation

AUTHORIZED TO DO BUSINESS IN NEW YORK: ☒ YES ☐ NO

B. ☐ PARTNERSHIP TYPE OF PARTNERSHIP

OF GENERAL PARTNERS

OF LIMITED PARTNERS

C. ☐ SOLE PROPRIETORSHIP

D. ☐ LIMITED LIABILITY APPLICANT

DATE CREATED

2. IS THE APPLICANT A SUBSIDIARY OR DIRECT OR INDIRECT AFFILIATE OF ANY OTHER ORGANIZATION(S)? IF SO, NAME OF RELATED ORGANIZATION(S) AND RELATIONSHIP:

The project is being developed by Regan Development. Members of Regan Development are principals in the owner. See the attached Organization Chart

MANAGEMENT OF APPLICANT

List all owners, directors and partners

| NAME AND HOME ADDRESS | OFFICE HELD | OTHER PRINCIPAL BUSINESS |
|---|-------------|-------------------------------|
| Kenneth Regan 22 Flaa Hill Road. Chappaqua. NY | Member | Regan Development Corporation |
| Lawrence Regan 2 Riverview Court. Irvinaton. NY | Member | Regan Development Corporation |
| Keith Libolt 111 Climbina Ridge Road. New Paltz. | Member | Affordable Housing Concepts |
| | | |

WITHIN THE PAST FIVE YEARS HAS THE APPLICANT, ANY AFFILIATE, ANY PREDECESSOR COMPANY OR ENTITY, OWNER, DIRECTOR, OFFICER, PARTNER OR ANY CONTRACTOR AFFILIATED WITH THE PROPOSED PROJECT BEEN THE SUBJECT OF:

1. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business-related conduct constituting a crime? ☐ YES ☒ NO
2. a government suspension or debarment, rejection of any bid or disapproval of any proposed contract, including pending actions, or for lack of responsibility? ☐ YES ☒ NO
3. any final governmental determination of a violation of any public works law or regulation, or labor law regulation? ☐ YES ☒ NO
4. a consent order with the NYS Dept. of Environmental Conservation? ☐ YES ☒ NO
5. an unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed? ☐ YES ☒ NO
6. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated in a bankruptcy? ☐ YES ☒ NO

IF THE ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE IS YES, PLEASE FURNISH DETAILS ON A SEPARATE ATTACHMENT.

IS THE APPLICANT PUBLICLY HELD? ☐ YES ☒ NO

LIST EXCHANGES WHERE STOCK IS TRADED AND LIST ALL STOCKHOLDERS HAVING A 5% OR MORE INTEREST IN THE APPLICANT.

| NAME | ADDRESS | PERCENTAGE OF HOLDING |
|------|---------|-----------------------|
| | | |
| | | |
| | | |
| | | |

APPLICANT'S PRINCIPAL BANK(S) OF ACCOUNT

JP Morgan Chase 680-906-2676

First Republic Bank 979-000-45307

PROJECT DATA

1. Attach a complete narrative description of Project including location, proposed product lines and market projections, square feet by usage, type of construction, machinery for products, machinery for building, office and parking.
2. Attach a photo of the site or existing facility to be improved.
3. Attach copies of preliminary plans or sketches of proposed construction or floor plan of existing facility.
4. Are utilities on site or must they be brought in? If so, which ones?

All utilities are available on site.

5. Who presently is legal owner of building or site? Century Sunrise Properties LLC

6. Is there a purchase option in force or other legal or common control in the project? ☒ YES ☐ NO
If so, furnish details in a separate attachment. Please see the attached Purchase & Sale Agreement

Is there an existing or proposed lease for all or a portion of the project? ☐ YES ☒ NO
Apartments to be individually leased and 3,500 Sq Ft of commercial space to be leased for cafe'

7. If applicant will not occupy 100% of the building in a real estate related transaction, provide information on tenant(s) on a separate sheet including: name, present address, employer fed. ID no., percentage of project to be leased, type of business organization, relationship to applicant, date and term of lease.

8. Is owner or tenant(s) responsible for payment of real property taxes? OWNER ☒ TENANT ☐

9. Zoning district in which Project is located Zoned "I" Industrial District

10. Are there any variances or special permits required? If yes, please explain: ☒ YES ☐ NO

All local approvals in hand. Please see the attached planning and zoning approvals.

11. Will the completion of the Project result in the removal of a plant or facility of the Applicant or another proposed occupant of the project from one area of the State of New York to another area of the State? If yes, please explain: ☐ YES ☒ NO

12. Will the completion of the Project result in the abandonment/disposal of one or more plants or facilities of the Applicant located in New York state? If yes, please explain: ☐ YES ☒ NO

13. If the answer to question 11 or 12 is yes, indicate whether any of the following apply to the Project:

A. Is the Project reasonably necessary to preserve the competitive position of the Applicant or such Project Occupant? If yes, please explain:

☐ YES ☒ NO

B. Is the Project reasonably necessary to discourage the Applicant or such Project Occupant from relocating outside of New York state? If yes, please explain:

☐ YES ☒ NO

14. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? If yes, please explain:

☒ YES ☐ NO

The project will contain a 3,500 square foot multi-level restaurant/Cafe' and possible office or medical use.

15. If the answer to question 14 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project?

2.0 %

16. If the answer to question 14 is yes, and the answer to question 15 is more than 33.33%, indicate whether any of the following apply to the Project:

A. Will the Project be operated by a not-for-profit corporation? If yes, please explain:

☐ YES ☐ NO

B. Will the Project likely attract a significant number of visitors from outside the economic development region in which the Project will be located? If yes, please explain:

☐ YES ☐ NO

C. Would the Project Occupant, but for the contemplated financial assistance from The Agency, locate the related jobs outside New York state? If yes, please explain:

☐ YES ☐ NO

D. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? If yes, please explain:

☐ YES ☐ NO

E. Will the Project be located in one of the following: 1) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or 2) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most Recent census data, has a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance; and 3) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? If yes, please explain:



YES



NO

The project is located in a Qualified Census Tract (Track 139).

F. If the answers to any of subdivisions c. through e. of question 16 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?



YES



NO

The project will create permanent jobs.

17. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any federal, city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? State Historic Preservation? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.

New York State Housing Finance Agency will be providing tax exempt bonds and low income housing tax credits. NYS Historic Office/National Park Service to provide federal and state historic credits. NYS Office of Storm Recovery to provide CDBG Disaster relief funds. NYS Empire State Development Corp to provide subsidy. (see attached commitments).

18. Describe the nature of the involvement of the federal, state or local agencies described above:

NYS HFA to approve bonds and housing credits. NYS SHPO and NPS to approve state and federal historic credits. NYS Office of Storm Recovery to approval CDBG DR. NYS ESDC has approved funds. See attached.

19. Has construction work on this project begun? If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation, completion of foundations, installation of footings, etc.



YES



NO

20. Please indicate amount of funds expended on this Project by the Applicant in the past three (3) years and the purposes of such expenditures:

An estimated total of \$220,000 has been spent for land option payments, professional fees, and planning and zoning approval costs.

PROJECT BENEFITS/COSTS

1. NAME OF PROJECT BENEFICIARY ("APPLICANT"): Century Sunrise Redevelopment LLC

2. ESTIMATED AMOUNT OF PROJECT BENEFITS SOUGHT:

| | |
|---|-----------------|
| A. Amount of Bonds Sought | \$ 0 |
| B. Value of Sales Tax Exemption Sought | \$ 320,000 |
| C. Value of Real Property Tax Exemption Sought | \$ See Attached |
| D. Value of Mortgage Recording Tax Exemption Sought | \$ 0 |
| E. Interest Savings IRB Issue | \$ |

3. PROJECTED PROJECT INVESTMENT:

| | | |
|----------------------------------|---|---------------|
| A. Land-Related Costs | 1. Land acquisition | \$ 443,571 |
| | 2. Site preparation | \$ 956,000 |
| | 3. Landscaping | \$ |
| | 4. Utilities and infrastructure development | \$ |
| | 5. Access roads and parking development | \$ |
| | 6. Other land-related costs (describe) | \$ |
| B. Building-Related Costs | 1. Acquisition of existing structures | \$ 306,429 |
| | 2. Renovation of existing structures | \$ |
| | 3. New construction costs | \$ 19,310,000 |
| C. Machinery and Equipment Costs | | \$ |
| D. Furniture and Fixture Costs | | \$ |
| E. Working Capital Costs | | \$ |

F. Professional Services/Development Costs

| | |
|---|--------------|
| 1. Architecture and Engineering | \$ 635,600 |
| 2. Accounting/legal | \$ 175,000 |
| 3. Development Fee | \$ 2,587,000 |
| 4. Other service-related costs (describe) | \$ |
| 5. The Agency Fees | \$ 282,243* |

*TDC =\$28,224,281

G. Other Costs

\$

H. Summary of Expenditures

| | |
|--|---------------|
| 1. Total Land-Related Costs | \$ 1,399,571 |
| 2. Total Building-Related Costs | \$ 19,616,429 |
| 3. Total Machinery and Equipment Costs | \$ |
| 4. Total Furniture and Fixture Costs | \$ |
| 5. Total Working Capital Costs | \$ |
| 6. Total Professional Services/Development Costs | \$ 3,397,600 |
| 7. Total Other Costs | \$ 4,092,924 |

TOTAL PROJECT EXPENDITURES \$ 28,506,524*

*includes 1% IDA Agency Fee of \$282,243

Have any of the above expenditures already been made by the applicant?

☒ YES ☐ NO

If yes, please provide details:

Total estimated expenditures of \$220,000.

Please list any non-financial public benefits that the project will provide:

The project will redevelop and rehabilitate two blighted industrial buildings and bring back a live-work atmosphere to the community. The project is designed to support other redevelopment projects in the area including the planned Binghamton Pharmacy School. The project is a prime example of the State and Governor's goal to redevelop communities in Upstate New York and the Southern Tier.

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

1. Please provide estimates of total construction jobs at the Project:

| YEAR | CONSTRUCTION JOBS (Annual wages and benefits \$40,000 and under) | CONSTRUCTION JOBS (Annual wages and benefits over \$40,000) |
|---------|---|--|
| CURRENT | | |
| YEAR 1 | 14 | 42 |
| YEAR 2 | 15 | 45 |
| YEAR 3 | 1 | 1 |

1. Please provide estimates of total annual wages and benefits of total construction jobs at the project:

| YEAR | TOTAL ANNUAL WAGES AND BENEFITS |
|---------|---------------------------------|
| CURRENT | \$ 0 |
| YEAR 1 | \$ 3,360,000 |
| YEAR 2 | \$ 3,600,000 |
| YEAR 3 | \$ 100,000 |

It is the policy of The Agency to require the Applicant to use local labor, contractors and suppliers in projects that The Agency is providing financial assistance for. Please refer to the Appendix (page 16). Local labor, contractors and suppliers shall be defined as individuals and companies residing in Counties within a 50 mile radius of the Project site.

PROJECTED PERMANENT EMPLOYMENT IMPACT

| <u>CURRENT EMPLOYMENT FIGURES - YEAR ONE</u> | UNDER \$30,000 | \$30,000 – \$50,000 | \$50,000 – \$75,000 | OVER \$75,000 |
|--|----------------|---------------------|---------------------|---------------|
| Number of Full-Time Employees (FTE) earning | | | | |
| Number of Part-Time Employees earning | | | | |
| Total Payroll For Full-Time Employees | \$ | | | |
| Total Payroll For Part-Time Employees | \$ | | | |
| Total Payroll For All Employees | \$ | | | |

| <u>PROJECTED EMPLOYMENT FIGURES - YEAR ONE</u> | UNDER \$30,000 | \$30,000 – \$50,000 | \$50,000 – \$75,000 | OVER \$75,000 |
|--|----------------|---------------------|---------------------|---------------|
| Number of Full-Time Employees (FTE) earning | 9 | 2 | | |
| Number of Part-Time Employees earning | | | | |
| Total Payroll For Full-Time Employees | \$ | | | |
| Total Payroll For Part-Time Employees | \$ | | | |
| Total Payroll For All Employees | \$ 225,000* | \$80,000* | | |

| <u>PROJECTED EMPLOYMENT FIGURES - YEAR TWO</u> | UNDER \$30,000 | \$30,000 – \$50,000 | \$50,000 – \$75,000 | OVER \$75,000 |
|--|----------------|---------------------|---------------------|---------------|
| Number of Full-Time Employees (FTE) earning | 9 | 2 | | |
| Number of Part-Time Employees earning | | | | |
| Total Payroll For Full-Time Employees | \$ | | | |
| Total Payroll For Part-Time Employees | \$ | | | |
| Total Payroll For All Employees | \$225,000* | \$80,000* | | |

*** Payroll estimates assume 1 full time manager, 1 full time maintenance person. Estimating 9 employees for anticipated users of the commercial space.**

REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

1. JOB LISTINGS: Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.

2. FIRST CONSIDERATION FOR EMPLOYMENT: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

3. ANNUAL SALES TAX FILINGS: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

4. EMPLOYMENT: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site. The Chief Executive Office shall submit to the Agency prior to February 1 of each year, a written certification setting forth:

- Number of full-time employees at the Project location in the preceding calendar year;
- Number of part-time employees at the Project location in the preceding calendar year;
- Gross payroll of all employees at the Project location in the preceding calendar year.

5. RECAPTURE POLICY: The Agency reserves the right to include in the transaction documents the recapturing of the total value of real property/sales tax exemptions approved for a Project if any of the following conditions arise:

- a. The Project Facility as defined in the PILOT/Lease Agreement is sold or closed and the Applicant leaves or departs Broome County.
- b. There is a significant change in the use of the Project Facility and/or business activities of the Applicant.
- c. There is a significant reduction in the number of full/part-time jobs at the Project Facility in comparison to what was estimated in the Applicant's Project Application that are not reflective of the Applicant's normal business cycle or national economic conditions.
- d. The Applicant fails to fully comply with all periodic and/or annual reporting requirements of the Agency, State or Federal government.
- e. The Applicant failed to achieve any minimal new job creation figures specified by and within the timeframes specified by the Agency.

6. ABSENCE OF CONFLICTS OF INTEREST: The Applicant has reviewed from the Agency a list of the members, officers and employees, which is publically viewable at www.theagency-ny.com. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

7. APPARENT CONFLICTS: Has the Applicant provided any personal gifts, loans or campaign contributions to any local or State political party or elected individual in the preceding 12 months?

☐

YES

☒

NO

IF YES, PLEASE DESCRIBE:

8. FEES: This Application must be submitted with a non-refundable \$1,000 application fee to the Broome County Industrial Development Agency.

The Agency has established a general Agency fee in the amount of 1% of the total cost of the project.

The Agency will charge annually an administrative fee to cover ongoing compliance and oversight; the fee shall be payable January 1 of each year until all financing documents shall terminate and be discharged and satisfied.

Century Sunrise Redevelopment LLC

Applicant

By:

Member of Century Sunrise Redevelopment Manager L

Title:

DOCUMENT LISTS

(A copy of this list should be provided to Applicant's legal counsel)

Please ensure that the following items are delivered with the application:

1. A \$1,000 Application Fee. _____ ☒ YES ☐ NO
See attached
2. An EAF (Environmental Assessment Form). _____ ☐ YES ☐ NO
See attached financing commitments
3. Have financing arrangements been made? _____ ☐ YES ☐ NO

Prior to the closing of this transaction, Applicant shall deliver the following documentation (where applicable to the project) to The Agency's legal counsel:

1. Insurance Certificates
Certificate of Worker's Compensation Insurance (BCIDA named as additional insured). _____ ☐ YES ☐ NO

Certificate of General Liability Insurance (BCIDA named as additional insured). Limits not less than \$1,000,000 per occurrence/accident and a blanket excess liability not less than \$3,000,000. _____ ☐ YES ☐ NO

Certificate of insurance against loss/damage by fire, lightning or other casualties with a uniform standard extended coverage endorsement in an amount not less than the full replacement value of the Facility (BCIDA named as additional insured). _____ ☐ YES ☐ NO
2. Certificate of Incorporation/Articles of Organization together with all amendments or restatements thereto. _____ ☐ YES ☐ NO
3. By-Laws/Operating Agreement together with any amendments thereto. _____ ☐ YES ☐ NO
4. Good Standing Certificate(s) issued by the State of Incorporation/Organization of the Applicant and NYS. _____ ☐ YES ☐ NO
5. Resolutions of the Board of Directors/Members of the Applicant approving the Project. _____ ☐ YES ☐ NO
6. List of all Material Pending Litigation of the Applicant. _____ ☐ YES ☐ NO
7. List of all Underground Storage Tanks containing Hazardous Materials at the Project. _____ ☐ YES ☐ NO
8. List of all Required Environmental Permits for the Project. _____ ☐ YES ☐ NO
9. Legal Description of the Project Premises. _____ ☐ YES ☐ NO
10. Name and title of person signing on behalf of the Applicant. _____ ☐ YES ☐ NO
11. Copy of the proposed Mortgage (if any). _____ ☐ YES ☐ NO
12. Applicant's Federal Tax ID Number (EIN). _____ ☐ YES ☐ NO
13. Tax Map Number of Parcel(s) comprising the Project. _____ ☐ YES ☐ NO
14. Copy of the Certificate of Occupancy (as soon as available). _____ ☐ YES ☐ NO

CERTIFICATION

The information contained in this Application, including employment information, is true and correct. The Applicant is aware that any material misrepresentations made in this Application constitute an act of fraud, resulting in revocation of benefits.

The undersigned, on behalf of the Applicant, hereby certifies that the Applicant, and all parties which own a minimum of 20% of the Applicant are current and will remain current on all real property, federal, state, sales, income and withholding taxes throughout the term on any agreements made in connection with the Application.

Applicant hereby releases The Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the issue of bonds requested therein are favorably acted upon by the Agency; and (ii) the Agency's financing of the Project described therein, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

By: _____

(Applicant)

Sworn to before me this

4th day of April, 2016

(Notary Public)

BERN STINAZZONI
NOTARY PUBLIC, STATE OF NEW YORK
No. 4644823
Qualified in Westchester County
Comm. Exp. January 15, 2018

APPENDIX – ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE

Local Labor Policy Agreement

Project Applicants, as a condition to receiving Financial Assistance (including sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from The Agency (the "Agency") will be required to use local general contractors, subcontractors, and labor for 100% of the construction of new, expanded, or renovated facilities. Local general/subcontractor/labor is defined as a contractor operating a permanent office or an individual that resides within a County that is within a 50 mile radius of the project site.

This requirement may be met by using one or a combination of two methods.

90% Local Labor Requirement: At least 90% of all Project employees of the general contractor, subcontractor, or subcontractor to the subcontractor (collectively, the "Workers") must reside within Counties that are within a 50 mile radius of the Project site. Companies do not have to be local companies as defined herein, but must employ local Workers within the Local Labor Area to qualify under the 90% local labor criteria. (See attached Local Labor Utilization Report.)

Local Company Requirement: 100% of the construction of new, expanded, or renovated facilities must be completed by local contractors as defined herein. The Project's construction or project manager need not be a local company. (See attached Local Contractors Form.)

The Agency may determine on a case-by-case basis to waive the local labor policy for a project or a portion of a project where consideration of warranty issues, necessity of specialized skills, significant cost differentials between local and non-local services, documented lack of workers meeting the Local Labor Requirement or other compelling circumstances exist.

In consideration of the extension of Financial Assistance by the Agency Century Sunrise Redevelopment LLC (the Applicant) understands the Local Labor Policy and agrees to submit either or both a Local Labor Utilization Report or a Local Contractor Form at the time of the Application to the Agency and as part of a request to extend the valid date of the Agency's tax-exempt certificate for the Century Sunrise Apartments (the Project). The Applicant understands an Agency tax-exempt certificate is valid for 90 days effective the date of the Project inducement and extended for 90 day periods thereafter upon request by the Applicant. The Applicant further understands any request for a waiver to this policy must be submitted in writing and approved by the Agency before a tax-exempt certificate is issued or extended. The Applicant further understands that if the required forms are not submitted to the Agency, then the Agency shall have the authority to immediately terminate any and all Financial Assistance being provided to the Project.

The following organizations must be solicited for the purpose of meeting the requirements of this Agreement:

ASSOCIATED BUILDING CONTRACTORS OF THE TRIPLE CITIES

15 Belden Street
Binghamton, NY 13903

GREATER BINGHAMTON CHAMBER OF COMMERCE

49 Court Street
Binghamton, NY 13901

BINGHAMTON/ONEONTA BUILDING TRADES COUNCIL

11 Griswold Street
Binghamton, NY 13904

SOUTHERN TIER BUILDING TRADES COUNCIL

1200 Clemens Center Parkway
Elmira, NY 14901

TOMPKINS-CORTLAND BUILDING TRADES COUNCIL

622 West State Street
Ithaca, NY 14850

DODGE REPORTS

<http://construction.com/dodge/submit-project.asp>

I agree to the conditions of this agreement and certify all information provided regarding the construction and employment activities for the Project as of _____ (date).

APPLICANT: Century Sunrise Redevelopment LLC

REPRESENTATIVE FOR CONTRACT BIDS/AWARDS: Lawrence Regan

ADDRESS: 1055 Saw Mill River Road #204

CITY: Ardsley

STATE: NY

ZIP: 10502

PHONE: 914-693-6613

EMAIL: larry@regandevelopment.com

PROJECT ADDRESS: 135-139 Baldwin Street, Johnson City, NY 13790

AUTHORIZED REPRESENTATIVE: Lawrence Regan

TITLE: Member

SIGNATURE: _____

Sworn to before me this

4th day of April, 2016.

(Notary Public)

FRAN SPINAZZOLA
NOTARY PUBLIC STATE OF NEW YORK
No. 664943
Qualified in Westchester County
Exp. 1st January 18, 2018

LOCAL LABOR UTILIZATION REPORT

APPLICANT: Century Sunrise Redevelopment LLC

PROJECT ADDRESS: 135-139 Baldwin Street

CITY: Johnson City

STATE: NY

ZIP: 13790

PHONE: 914-693-6613

EMAIL: larry@regandevelopment.com

COMPLETE FOR ALL CONSTRUCTION CONTRACTORS WHO ARE NOT CONSIDERED LOCAL AND ARE WORKING OR WHO HAVE WORKED ON THIS SITE

VENDOR NAME:

VENDOR ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

EMAIL:

List number of employees residing in each:

| ZIP CODE | COUNTY | # OF EMPLOYEES |
|----------------|-----------------|----------------|
| Example: 13601 | Example: Broome | Example: 10 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

CHECK IF CONSTRUCTION IS COMPLETE

☐

CHECK IF THIS IS YOUR FINAL REPORT

☐

I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE EMPLOYEES THAT ARE EMPLOYED BY MY COMPANY WHO ARE WORKING AND WHO RESIDE IN THE COUNTIES WITHIN A 50 MILE RADIUS OF THE PROJECT SITE.

(Company Representative)

LOCAL CONSTRUCTION COMPANY FORM

APPLICANT:

PROJECT ADDRESS: CITY: STATE: ZIP:

EMAIL: PHONE:

GENERAL CONTRACTOR/CONSTRUCTION MANAGER:

CONTACT:

ADDRESS: CITY: STATE: ZIP:

EMAIL: PHONE:

| ITEM | CONTRACT/SUB | ADDRESS | EMAIL | PHONE | AMOUNT |
|--------------------------|--------------|---------|-------|-------|--------|
| Site/Demo | | | | | |
| Foundation/Footings | | | | | |
| Building | | | | | |
| Masonry | | | | | |
| Metals | | | | | |
| Wood/Casework | | | | | |
| Thermal/Moisture | | | | | |
| Doors, Windows & Glazing | | | | | |
| Finishes | | | | | |
| Electrical | | | | | |
| HVAC | | | | | |
| Plumbing | | | | | |
| Specialties | | | | | |
| M&E | | | | | |
| FF&E | | | | | |
| Utilities | | | | | |
| Paving/Landscaping | | | | | |

CHECK IF CONSTRUCTION IS COMPLETE ☐

CHECK IF THIS IS YOUR FINAL REPORT ☐

I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE EMPLOYEES THAT ARE EMPLOYED BY MY COMPANY WHO ARE WORKING AND WHO RESIDE IN THE COUNTIES WITHIN A 50 MILE RADIUS OF THE PROJECT SITE.

(Company Representative)

SCHEDULE A
PAYMENT IN LIEU OF TAX (PILOT) -- SCHEDULE OF ESTIMATED AMOUNTS
CENTURY SUNRISE HOUSING, JOHNSON CITY, NY

| | | <u>Collected Rent --</u> | | <u>Estimated Library and Ambulance District Taxes (Assumed Valuation of \$110,930 and current rates with</u> | <u>Estimated Remaining Balance - To County, Town, Village & School</u> |
|-------------|--------------------|--|--|--|--|
| <u>Year</u> | <u>Year Ending</u> | <u>3% Annual Escalation Assumed (Note 1)</u> | <u>Total PILOT (3.4115% of Collected Rent)</u> | <u>3% Annual Escalation in Taxes)</u> | |
| <u>No.</u> | | | | | |
| Constr. | 6/30/2017 | NA | 17,398.76 | 249.45 | 17,149.31 |
| Constr. | 6/30/2018 | NA | 17,398.76 | 249.45 | 17,149.31 |
| 1 | 6/30/2019 | 615,565 | 21,000.00 | 1,598.53 | 19,401.47 |
| 2 | 6/30/2020 | 634,032 | 21,630.00 | 1,646.49 | 19,983.51 |
| 3 | 6/30/2021 | 653,053 | 22,278.90 | 1,695.88 | 20,583.02 |
| 4 | 6/30/2022 | 672,644 | 22,947.27 | 1,746.76 | 21,200.51 |
| 5 | 6/30/2023 | 692,824 | 23,635.69 | 1,799.16 | 21,836.52 |
| 6 | 6/30/2024 | 713,609 | 24,344.76 | 1,853.14 | 22,491.62 |
| 7 | 6/30/2025 | 735,017 | 25,075.10 | 1,908.73 | 23,166.37 |
| 8 | 6/30/2026 | 757,067 | 25,827.35 | 1,965.99 | 23,861.36 |
| 9 | 6/30/2027 | 779,779 | 26,602.17 | 2,024.97 | 24,577.20 |
| 10 | 6/30/2028 | 803,173 | 27,400.24 | 2,085.72 | 25,314.51 |
| 11 | 6/30/2029 | 827,268 | 28,222.24 | 2,148.29 | 26,073.95 |
| 12 | 6/30/2030 | 852,086 | 29,068.91 | 2,212.74 | 26,856.17 |
| 13 | 6/30/2031 | 877,649 | 29,940.98 | 2,279.12 | 27,661.85 |
| 14 | 6/30/2032 | 903,978 | 30,839.21 | 2,347.50 | 28,491.71 |
| 15 | 6/30/2033 | 931,097 | 31,764.38 | 2,417.92 | 29,346.46 |
| 16 | 6/30/2034 | 959,030 | 32,717.32 | 2,490.46 | 30,226.85 |
| 17 | 6/30/2035 | 987,801 | 33,698.84 | 2,565.18 | 31,133.66 |
| 18 | 6/30/2036 | 1,017,435 | 34,709.80 | 2,642.13 | 32,067.67 |
| 19 | 6/30/2037 | 1,047,958 | 35,751.09 | 2,721.39 | 33,029.70 |
| 20 | 6/30/2038 | 1,079,397 | 36,823.63 | 2,803.04 | 34,020.59 |
| 21 | 6/30/2039 | 1,111,779 | 37,928.34 | 2,887.13 | 35,041.21 |
| 22 | 6/30/2040 | 1,145,132 | 39,066.19 | 2,973.74 | 36,092.45 |
| 23 | 6/30/2041 | 1,179,486 | 40,238.17 | 3,062.95 | 37,175.22 |
| 24 | 6/30/2042 | 1,214,871 | 41,445.32 | 3,154.84 | 38,290.48 |
| 25 | 6/30/2043 | 1,251,317 | 42,688.68 | 3,249.49 | 39,439.19 |
| 26 | 6/30/2044 | 1,288,856 | 43,969.34 | 3,346.97 | 40,622.36 |
| 27 | 6/30/2045 | 1,327,522 | 45,288.42 | 3,447.38 | 41,841.04 |
| 28 | 6/30/2046 | 1,367,348 | 46,647.07 | 3,550.80 | 43,096.27 |
| 29 | 6/30/2047 | 1,408,368 | 48,046.48 | 3,657.33 | 44,389.15 |
| 30 | 6/30/2048 | 1,450,619 | 49,487.88 | 3,767.05 | 45,720.83 |
| Total | | | 999,083.73 | 76,050.84 | 923,032.89 |

Note 1: 3% annual escalation is shown as an example. The PILOT shall increase as actual collected rents increase.

General Contractor

Name: Keith Libolt

Firm: Libolt & Sons, Inc. /DBA Affordable Housing Concepts

Address: 15 Steves Lane Gardiner, NY 12525

Phone: 845-255-3853

Architect

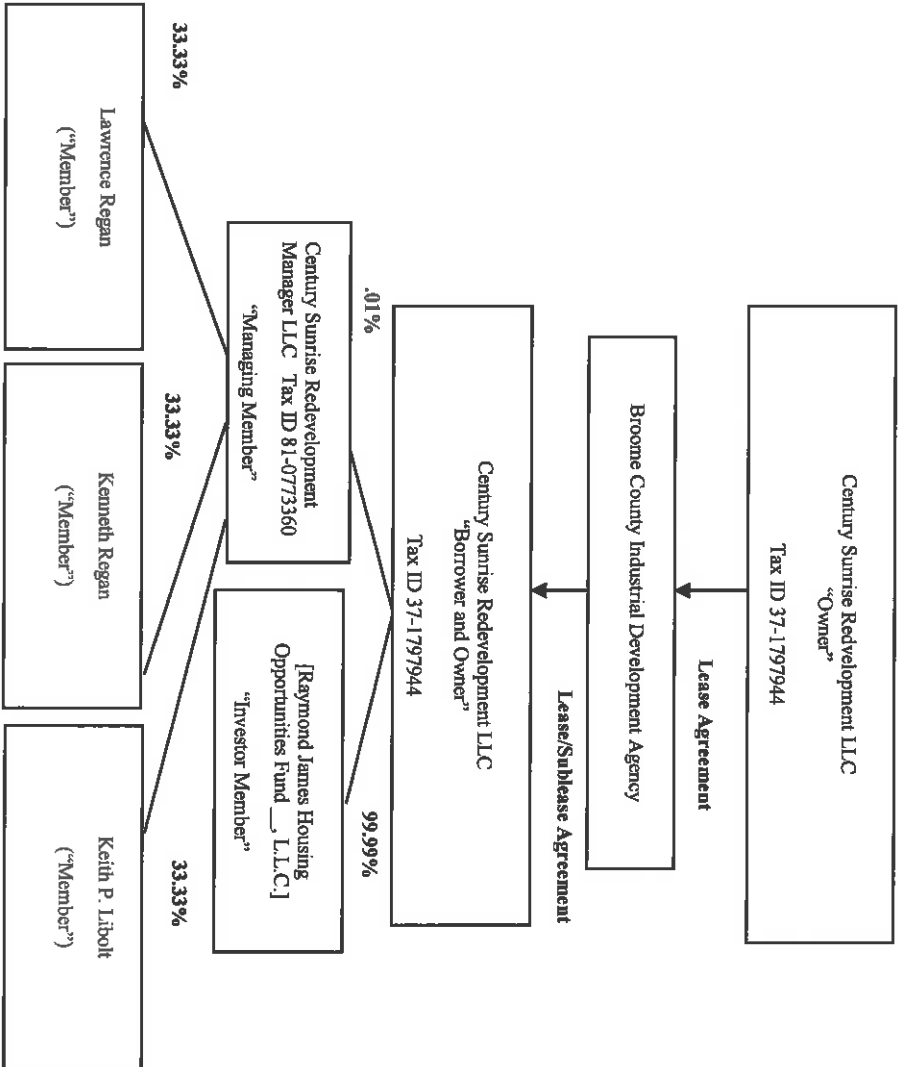
Name: Anthony Coppola

Firm: Coppola Architectural, P.C.

Address: 6 Old North Plank Road, Suite 101, Newburgh, NY 12550

Phone: 845-561-3559

JOHNSON CITY APARTMENTS - ORGANIZATIONAL STRUCTURE



The Century Sunrise Redevelopment

135-139 Baldwin Street

Johnson City

Historic Adaptive Mixed Use

The Century Sunrise Redevelopment site is located on 2.38-acres at 135-139 Baldwin Street, in the Village of Johnson City, Broome County, NY. It consists of the acquisition and substantial rehabilitation of two long time vacant multi-story brick and masonry industrial buildings, which were part of the historic Endicott-Johnson Corporation industrial complex. The project will create 104 residential rental units available to individuals and families at multiple income bands, from market rate to affordable rent levels. The redevelopment will also have a 3500 square foot multi-level restaurant/café with a unique garden space between the two structures. The former industrial shoe complex will include 44 one-bedroom, 56 two-bedroom and 4 three-bedroom apartments. It is in Census Tract 140; the zip code is 13790. The site is favorably located directly across the street from the planned Binghamton Pharmacy School, one block away from UHS Hospital, and less than two miles from Binghamton University. By 2018, the new Pharmacy School will bring in 300 undergraduates, 60 graduate students and its employees, creating a need for nearby housing and commercial space. UHS Hospital is one of the area's largest employers, adding to the project's market demand.

The proposed Century Sunrise will serve individuals and small families. The project will create attractive and diverse quality housing and, in the process, transform a historically significant industrial shoe factory site into a vibrant neighborhood asset helping Johnson City to recreate its 24/7 neighborhood where residents can live close to where they work. Endicott-Johnson at one time was the largest producer of footwear in the U.S. At its peak, Endicott-Johnson operated dozens of factories in the Triple Cities area (Binghamton, Endicott and Johnson City) and outside the region. By World War I, it was the world's largest shoe manufacturer, employing more than 30,000 workers. It was the goal of the founders of Endicott Johnson to create housing opportunities for their employees close to where they worked and the Century Sunrise Redevelopment seeks to mirror and recreate these goals.

This redevelopment will rehabilitate two blighted industrial buildings with the goal of bringing back the live-work atmosphere upon which this community thrived under Endicott-Johnson. Endicott-Johnson's influence on the development of the Triple Cities was significant. It employed area residents and provided recreation and community services. The villages of Endicott and Johnson City were named after two early company presidents, Henry B. Endicott, wealthy Boston leather merchant, and George F. Johnson, friend of FDR and the company's president until his death in 1951. Endicott-Johnson made all of its rubber footwear and much of its leather footwear in Johnson City. The company was known for industrial

democracy, pioneering the 8-hour workday and providing employees affordable housing, medical services, and a wide range of recreational opportunities.

The project is in a primary market area with a limited supply of newly built, energy efficient rental apartments meant to serve both market rate renters and affordable small households. The common areas of the buildings, which will be handicapped accessible, include recreation areas, a children's playground, laundry facilities and a large community room with kitchen. The development also will include a passive park with seating space. There will be ample tenant off street parking as well as a space for bicycles.

The site is close to major bus routes and a wide range of services. There are a number of restaurants and other shopping opportunities within walking distance from the site located along the central downtown shopping corridor of Johnson City. The goal is to help revitalize the downtown shopping core with the addition of 104 new apartments from which residents can walk downtown to shop and dine.

Regan Development Corporation will be responsible for overseeing all aspects of the development and operation of the project and will be the general partner of the Limited Partnership that will be formed to own and operate the project. Other members of the development team are Architect, Coppola Associates and Civil Engineers, Delta Engineering. The project will give participation preferences to veterans and veteran-owned businesses throughout the development process. The project will create over 140 construction period jobs and will also create an estimated 18-23 permanent jobs between the project's housing and commercial components.

The total estimated project cost is \$30,971,349. Projected financing sources include: Southern Tier Regional Economic Development Council 'CFA' Consolidated Funding Application (\$1,000,000); equity from the sale of federal and state housing tax credits (\$13,087,998); equity from the sale of Historic Tax Credits (\$9,012,168); CDBG Disaster Relief funds (\$3,077,183); bond proceeds (\$3,730,000) and pledged developer fees of \$1,064,000.

The Century Sunrise Redevelopment seeks to revive the spirit of the buildings' former owner, Endicott-Johnson, and assist Johnson City in bringing back the 24/7 live-work community through buildings that will rise along side the new Binghamton University Pharmacy School and serve this community's evolving needs.



















135-139 BALDWIN STREET SITE DEVELOPMENT

JOHNSON CITY, NEW YORK 13790
DELTA PROJECT NO. 2015.194.001
OCTOBER 20, 2015
PRELIMINARY SITE PLAN SUBMISSION

INDEX OF DRAWINGS

| GENERAL | CIVIL |
|----------------|-------------------------------------|
| TS TITLE SHEET | C-101 EXISTING SITE PLAN |
| | C-201 SITE PLAN |
| | C-202 SITE GRADING AND UTILITY PLAN |
| | C-301 SITE DETAILS |

ARCHITECT/ENGINEER

ADELTA
ENGINEERS, ARCHITECTS, & LAND SURVEYORS
860 Hooper Road
Endwell, New York 13760
Tel: 607.231.6600
Fax: 607.231.6850
Email: mail@delta-eas.com
Web: www.delta-eas.com

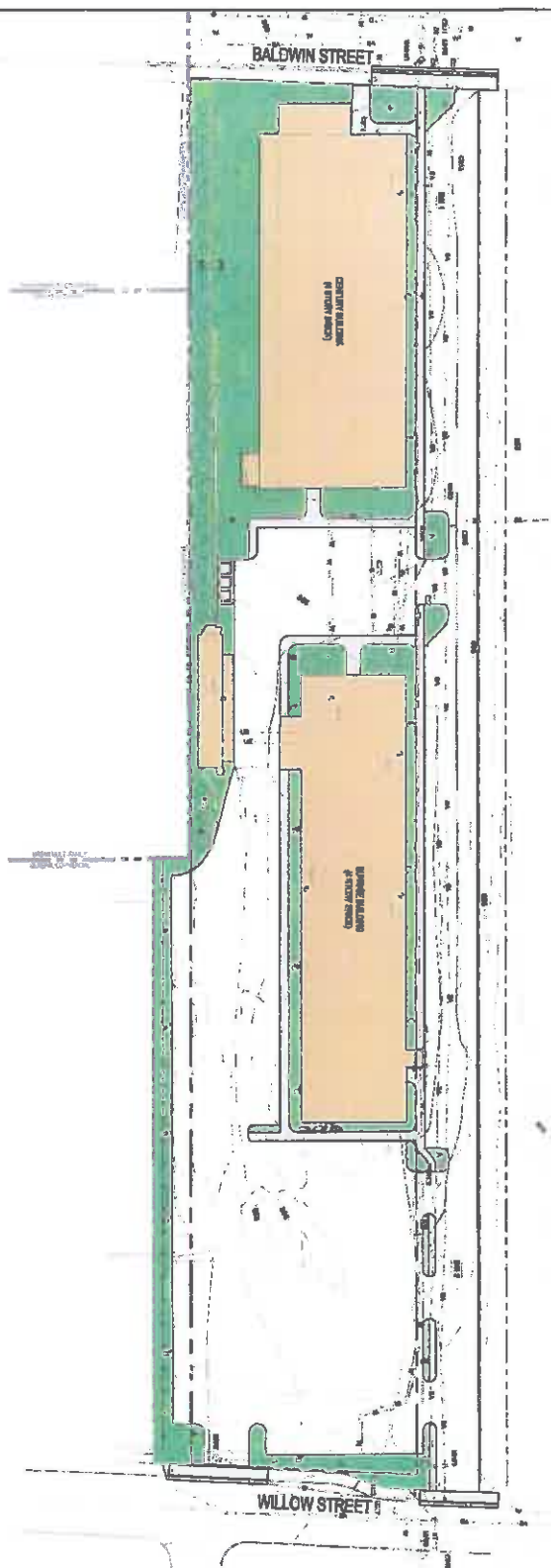


OWNER

AFFORDABLE HOUSING CONCEPTS
16 STEVES LANE
GARDINER, NEW YORK 12626

SITE PLAN APPROVED
DATE Dec. 22, 2015
BY J.C. Manning Board

TS



1 SITE GRADING AND UTILITY PLAN

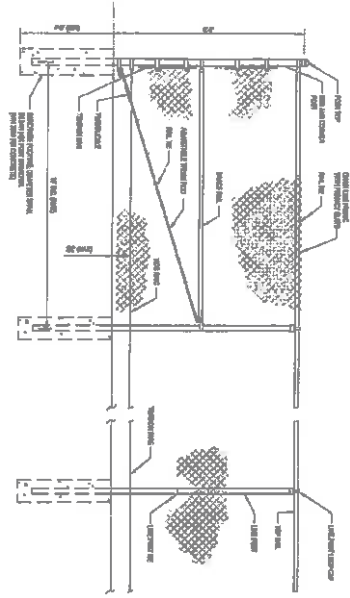


SITE PLAN APPROVED
 DATE Dec. 22, 2015
 BY J.C. Planning Board

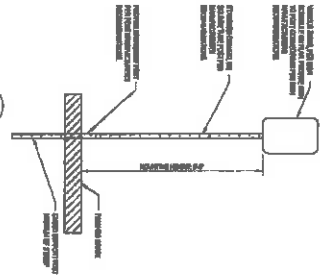
135-139 BALDWIN STREET
 SITE DEVELOPMENT
 ADETA

ADRIAN DELTA
 1000 Highway 100
 Suite 100
 Tuckahoe, NY 10980
 Tel: 845.251.8800
 Fax: 845.251.8800
 Web: www.adrian-delta.com

DATE: 10/20/2015
 PROJECT: 135-139 BALDWIN STREET
 SHEET: 1 OF 1
 C-202



1 CHAIN LINK PRIVACY FENCE
C-301 / 1/4\"/>



2 SIGN INSTALLATION
C-301 / 1/4\"/>



3 NO PARKING SIGN
C-301 / 1/4\"/>



4 HANDICAP PARKING SIGN
C-301 / 1/4\"/>



5 TYPE 1 LIGHT FIXTURE
C-301 / 1/4\"/>



6 TYPE 2 LIGHT FIXTURE
C-301 / 1/4\"/>

SITE PLAN APPROVED
DATE Dec. 22, 2015
BY J.C. Planning Board

DELTA
Delta Planning Board
135-138 BALDWIN STREET
SITE DEVELOPMENT
ADDITION CITY

| Item | AS SHOWN |
|-----------------------------|----------|
| 1. TYPE 1 LIGHT FIXTURE | AS SHOWN |
| 2. TYPE 2 LIGHT FIXTURE | AS SHOWN |
| 3. NO PARKING SIGN | AS SHOWN |
| 4. HANDICAP PARKING SIGN | AS SHOWN |
| 5. CHAIN LINK PRIVACY FENCE | AS SHOWN |
| 6. SIGN INSTALLATION | AS SHOWN |

SITE DETAILS

C-301



PLANNING DEPARTMENT
VILLAGE OF JOHNSON CITY

MUNICIPAL BUILDING
243 MAIN STREET • JOHNSON CITY, NY 13790

PHONE: (607) 797-9098
FAX: (607) 798-9553
WEBSITE: www.villageofjc.com

December 23, 2015

Larry Regan, President
Regan Development Corporation
1055 Saw Mill River Rd., Suite 204
Ardsley, NY 10502

Re: Site Plan Review: Regan Development
135-139 Baldwin Street Site Development
Tax Map # 143.73-1-1

Dear Mr. Regan:

The Planning Board of the Village of Johnson City reviewed your application for the adaptive re-use of a former factory building and a former warehouse building at 135-139 Baldwin Street into 104 residential units and 7,745 square feet of potential commercial space. Being on the National Historic Register makes the project a Type 1 Action under SEQRA, and the Planning Board made a Negative Declaration on November 30, 2015. On December 22, 2015, the Planning Board approved the site plan with the following stipulations:

1. No building permits shall be issued until all leases required for parking have been reviewed and approved by the Village Attorney.
2. Proposed stormwater quality and erosion control measures shall be provided and approved by the Village Engineer prior to the issuance of any building permit.
3. Outdoor construction activity shall be limited to the hours of 7am to 8pm to minimize the impact to these area residents.
4. A Knox box shall be provided for the two buildings.
5. All proposed signage shall be submitted to the Code Enforcement Officer for review and approval prior to installation.

6. If any new outdoor lighting is proposed in the future, the developer-owner shall first submit a lighting plan to the Code Enforcement Officer for review and approval.
7. All new striping of any parking lot shall conform to the Property Maintenance code of NYS and include the new accessibility symbol.
8. The dumpster enclosure shall be maintained at all times. Per Code 300-54.6, dumpsters shall be screened from view with either a wall, a solid fence or a combination of fencing and evergreens creating a solid visual barrier to a height of at least five feet above grade. Cut sheets for the dumpster enclosure shall be submitted to the Planning Review Team prior to installation.
9. Landscaping shall be completed according to the landscaping plan by October 30, 2017.
10. The landscaping plan shall be maintained at all times. Should plants die or weaken substantially, they shall be replaced. Should the property owner wish to change types of plantings, a new landscaping plan shall be submitted to the Planning Department for review and approval prior to the change of plants, and shall follow the spirit of Article 54, Landscaping, Screening and Buffering Regulations.
11. Per Code Enforcement, The applicants shall use licensed contractors and apply for appropriate building permits.
12. Per the Fire Department, a Knox Box will be required for each building.
13. Per Public Works and Water, the developer-owner should consider separating the stormwater and the sanitary sewer if the Village can separate the sewers in Baldwin Street. If the main is separated, the site stormwater shall be connected to the Village's storm system.
14. If any approved site improvements are not complete prior to the request for a Certificate of Compliance, the Building Official may issue a Temporary Certificate of Compliance, and the applicant shall provide a performance bond, or other form of guarantee approved by the Village Attorney for the cost of site improvements not completed. The bond shall be posted to the Village Board of Trustees prior to the issuance of the temporary or permanent Certificate of Occupancy. The bond shall cover a period of one (1) year.
15. Site plan approval shall be valid for two years, unless substantial improvements have been made pursuant to the approved site plan and a valid building permit. The applicant may request an extension of site plan approval from the Planning Board.

16. The development of the site shall conform to all details noted on the approved site plan. Any proposed minor changes shall first be submitted to the Planning Review Team.
17. The developer-owner shall be required to acknowledge all of the above conditions, in writing, prior to the issuance of a Certificate of Compliance. The developer-owner agrees to construct the project in accordance with the site plan approved by the Planning Board. Should the developer-owner change the site plan approved by the Planning Board, even if by petition to the Village's Zoning Board of Appeals, the site plan approval will become null and void and the applicant must resubmit a new site plan to the Village of Johnson City Planning Board.

Please review this Letter of Approval, sign below to certify that you understand and agree to the stipulations, and return it to Diane Salva at the Village of Johnson City. If you have any questions, please do not hesitate to contact me at (607) 786-2926.

Most sincerely,



Marina A. Lane
Senior Planner

I, _____, do hereby agree to adhere to
Print Name

all the conditions described in this Letter of Approval.

Signature

Date

cc: S. Campbell, Esq., Hinman, Howard & Kattell
D. Chase, P.E.; Delta Engineering
A. J. Coppola, Coppola Associates

Letter of Site Plan Approval - Regan Development...

D. Golazeski, DCPW Codes & Ordinances

R. Bennett, Director of Public Services

D. Salva, Village Deputy Clerk

P. Nelson, Director of Planning, Town of Union, for the Village

J. Jacobs, Attorney for the Village

L. Zier, Sr. Planner; Broome County Case # 239-2015-151



PLANNING DEPARTMENT
VILLAGE OF JOHNSON CITY

MUNICIPAL BUILDING
243 MAIN STREET • JOHNSON CITY, NY 13790
PHONE: (607)797-9098 FAX: (607) 798-9553
www.villageofjc.com

NOTICE OF DECISION

At a regular meeting of the Village of Johnson City Zoning Board of Appeals held on Monday, December 14, 2015 at 7:35pm at the Village Offices, 243 Main St., Johnson City, NY, the board made the following decision:

Applicant: Larry Regan – Regan Development

Property Location: 135 – 139 Baldwin Street

Broome County Case Number: 239-2015-151

Purpose: Regan Development Corporation submitted an application to renovate two former warehouse buildings at 135-139 Baldwin Street into 104 residential units and 7,745 square feet of potential commercial space. The proposal does not conform to the Village of Johnson City zoning requirements with regard to the number of parking spaces provided on site, and the required setbacks for parking spaces and recreation areas. Therefore, multiple variances are requested for this project.

Decision: 1.) A motion to consent to the Planning Board's request for Lead Agency designation for the project and further approving and ratifying the Planning Board's negative declaration issued in conjunction with their review of this project was made by Mr. Sas and seconded by Dr. Holowinski.

Motion Carried - Vote: Yes - 5 (Snedaker, Holowinski, Sas, Mazanek, Rowlands) No-0 Absent - 0

2.) A motion to approve a variance to allow the minimum number of required parking spaces to be reduced from 226 to 190 was made by Mr. Mazanek and seconded by Mr. Snedaker.

Motion Carried - Vote: Yes-5 (Snedaker, Holowinski, Sas, Mazanek, Rowlands) No-0 Absent - 0

3.) A motion to approve a variance of 20-feet for a zero parking setback along north and south property lines; a variance of 13-feet for a 7-foot parking setback along the east property line; and a variance of 10 feet for a 10 foot parking setback along the west property line was made by Mr. Mazanek and seconded by Mr. Sas.

Motion Carried - Vote: Yes - 5 (Snedaker, Holowinski, Sas, Mazanek, Rowlands) No-0 Absent - 0

4.) A motion to approve a variance to allow parking in the front yards along Willow Street and Baldwin Street was made by Mr. Mazanek and seconded by Mr. Snedaker.

Motion Carried - Vote: Yes - 5 (Snedaker, Holowinski, Sas, Mazanek, Rowlands) No-0 Absent - 0

5.) A motion to approve a variance of 35-feet from the south property line in lieu of 50' setback, allowing a 15-foot setback from the south property line for the recreation area was made by Mr. Mazanek and seconded by Mr. Snedaker.

Motion Carried - Vote: Yes - 5 (Snedaker, Holowinski, Sas, Mazanek, Rowlands) No-0 Absent - 0

Contingencies: None

Date filed with Village Clerk: December 15, 2015

Please review this Notice of Decision carefully and then sign on the bottom of this page to certify that you understand and agree to the conditions noted. Return one copy of the signed notice to the Planning Department, 243 Main St., Johnson City, NY within 10 days. The second copy is for your records. If you have any further questions, please do not hesitate to contact our office at 607-797-9098.

I affirm that I have read and understand this Notice of Decision issued by the Village of Johnson City Zoning Board of Appeals and do hereby agree to adhere to all of the conditions described in this notice.

Signature

Date

Print Name



**Empire State
Development**

December 11, 2015

Larry Regan, President
Regan Development Corporation
1055 Saw Mill River Road, #204
Ardsley, NY 10502

Re: Empire State Development Grants Program
Century Sunrise Redevelopment Capital, CFA # 53650

Dear Larry Regan:

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

After four successful rounds, the 2015 CFA made \$750 million in economic development resources available from over thirty programs across thirteen state agencies. The agency programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. Empire State Development is proud to have contributed over \$220 million to this year's Consolidated Funding Application.

As announced by Governor Cuomo on December 10, 2015, we are pleased to inform you that Century Sunrise Redevelopment Capital has been recommended for an award of up to \$1,000,000 from the Empire State Development Grants Program. ESD's Southern Tier Regional Office will contact you to clarify specifics about the project in order to issue a formal Incentive Proposal. The Incentive Proposal, which must be signed and returned to ESD, will outline funding requirements, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions required by the ESD funding processes. Grant funding is conditioned on approval by the ESD Directors, which typically is requested at the time of project completion, and funds are disbursed in arrears, as reimbursement for expenses undertaken. You are reminded that under the proposed project with ESD, any work performed, or costs incurred, prior to the date on this letter may result in award reductions or possible termination of the project at ESD's discretion.

If you applied for funding from other ESD programs or other State agencies, you will receive information from those programs/agencies separately.

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

Best regards,

Howard Zemsky
President & CEO, Empire State Development
Commissioner, NYS Department of Economic Development

cc: Donna Howell

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of April 17, 2015, by and between CENTURY SUNRISE PROPERTIES, LLC, having an address at P.O. Box 810, Johnson City, New York 13790 ("Seller"), and REGAN DEVELOPMENT CORP., a New York corporation, having an address at 1055 Saw Mill River Road, Suite 204, Ardsley, New York 10502 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property consisting of approximately 2.38 acres and the improvements located thereon located in the Village of Johnson City, County of Broome, State of New York, commonly known as Section 143.73, Block 1, Lot 1 on the Tax Map of the Village of Johnson City and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Purchaser, its affiliates or principals are developers of affordable housing and Purchaser desires, subject to the terms, conditions and provisions of this Agreement, to acquire the Property and develop and construct certain improvements thereon; and

WHEREAS, Purchaser desires, subject to the terms, conditions and provisions of this Agreement, to acquire Seller's rights, title and interest in and to the Property; and

WHEREAS, Seller desires to sell and convey its rights, title and interests in and to the Property to Purchaser in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. PROPERTY/PROJECT.

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth:

(a) the Property, which shall include all right, title and interest of Seller in and to any land lying in the bed of any highway, open or proposed, abutting said parcel, all improvements thereon, all rights of way, licenses, privileges, appurtenances and water, mineral and air rights, if any; and

(b) all licenses, permits and similar approvals issued by any federal, state, county or municipal authority relating to the use, ownership or operation of the Property (collectively, the "Existing Approvals"), running to, or in favor of, Seller or the Property, if any.

The Purchaser intends to develop and construct on the Property an affordable housing project consisting of approximately 82 units of residential rental housing (the "Project"). The Project may

be modified in Purchaser's discretion based on market conditions, financing availability and requirements, the Existing Approvals, the Project Approvals (as defined herein) and other relevant considerations.

2. DATE OF THIS AGREEMENT.

The effective date of this Agreement (the "Effective Date") shall be the later of (i) the date on which the Purchaser signs this Agreement, or (ii) the date on which the Seller signs this Agreement, as set forth immediately under the Purchaser's and Seller's signatures below.

3. PURCHASE PRICE AND DEPOSIT.

(a) The purchase price for the Property is Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "Purchase Price").

(b) Upon the signing of this Agreement, Purchaser shall provide a deposit in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Deposit"), said deposit to be held in escrow by Pyramid Brokerage Company, 84 Court Street, Suite 300, Binghamton, New York 13901 (the "Escrow Agent") at First Niagara Bank, 126 North Salina Street, Syracuse, New York 13202. The Deposit shall be held by the Escrow Agent pursuant to the terms and conditions set forth in this Agreement. The Deposit shall be treated as a credit against the Purchase Price.

(i) Provided Purchaser has not terminated this Agreement, no later than five (5) days following the expiration of the Due Diligence Period (as defined hereafter), Escrow Agent shall release Ten Thousand and 00/100 Dollars (\$10,000.00) of the Deposit to Seller.

(ii) Provided Purchaser has not terminated this Agreement and the Closing has not occurred, Escrow Agent shall release the remaining Ten Thousand and 00/100 Dollars (\$10,000.00) of the Deposit to Seller on December 31, 2015.

4. DELIVERY OF THE DEED AND CLOSING.

(a) Delivery of the deed conveying title as set forth below and all other closing instruments (the "Closing") shall take place at the offices of Purchaser's lending institution or its attorneys and shall occur on or about December 31, 2015 (the "Initial Closing Date"). In the event the Closing does not occur by the Initial Closing Date, the parties hereby agree that Purchaser shall have the right, but not the obligation, to extend the Initial Closing Date to a date on or before June 30, 2016 (the "Extended Closing Date"), provided that (i) Seller is notified of such extension within five (5) business days of the Initial Closing Date and (ii) Purchaser pays the Seller the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00), which amount shall not be a credit against the Purchase Price. In the event the Closing does not occur by the Extended Closing Date, the parties hereby agree that Purchaser shall have the right, but not the obligation, to extend the Extended Closing Date to a date on or before December 31, 2016 (the "Outside Closing Date"), provided that (i) Seller is notified of such extension within five (5) business days of the Extended Closing Date and (ii) Purchaser pays the Seller the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00),

which amount shall not be a credit against the Purchase Price. The Initial Closing Date, Extended Closing Date and Outside Closing Date may each be referred to herein as a "Closing Date".

Notwithstanding the foregoing, in the event the Closing does not occur by the Initial Closing Date, Extended Closing or Outside Closing Date, as applicable, and provided that such nonoccurrence is due to a default by Seller under this Agreement, Purchaser shall have the right to cancel this Agreement by providing written notice to Seller no later than the applicable Closing Date, in which case Escrow Agent shall, if the termination occurs on or before to the Initial Closing Date, promptly disburse the balance of the Deposit to Purchaser, this Agreement shall be terminated and neither party shall have any further rights or obligations under this Agreement. However, in the event Seller promptly disputes such claim of default in writing to Purchaser and Escrow Agent, the provisions of Section 19(c) shall apply to the Deposit. In the event the Closing does not occur by the Initial Closing Date, Extended Closing or Outside Closing Date, as applicable, and provided that such nonoccurrence is through no fault of Seller, Seller shall have the right to cancel this Agreement by providing written notice to Purchaser no later than the applicable Closing Date, Escrow Agent shall, if the termination occurs on or before to the Initial Closing Date, promptly disburse the balance of the Deposit to Seller and upon such notice this Agreement shall be terminated and neither party shall have any further rights or obligations under this Agreement. However, in the event Purchaser promptly disputes such claim of default in writing to Seller and Escrow Agent, the provisions of Section 19(c) shall apply to the Deposit.

(b) Notwithstanding the foregoing or anything else contained herein to the contrary, the Closing Date shall be extended, if necessary, so that the Closing shall occur simultaneously with the closing of Purchaser's acquisition and construction financing for the Property. However, in no event shall the Closing be extended beyond the Outside Closing Date unless agreed to in writing by the parties.

(c) The parties hereby acknowledge and agree that the Deposit shall be a credit against the Purchase Price.

5. CONDITION OF TITLE.

(a) Conveyance of the Property shall be made by a good and sufficient form Bargain and Sale Deed, with covenants against grantor's acts, conveying good and marketable title to the Property, free and clear of all liens, mortgages, covenants, options, contracts, rights, claims, encumbrances, restrictions and easements of any kind or character (collectively, the "Exceptions"), excepting only (i) such Exceptions as may be hereafter consented to in writing by Purchaser, which consent shall not be unreasonably withheld; and (ii) such easements and similar encumbrances (including, but not limited to, utility easements) which do not interfere with the use, enjoyment or operation of the Property or the improvements to be constructed by the Purchaser on the Property (collectively, the "Permitted Exceptions"), and with respect to which Purchaser's title company (the "Title Company") provides affirmative insurance coverage reasonably acceptable to Purchaser. Seller shall, upon Seller's acceptance of this Agreement, forward to Purchaser's attorney any existing title reports, policies or abstracts of title covering the Property that Seller possesses.

(b) If, as of the Closing Date, there are any Exceptions which Seller is obligated hereunder to pay or discharge, Seller shall either deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy of record such Exceptions, together with the cost of recording or filing said instruments, or, provided that Seller has made or makes arrangements with the Title Company at or in advance of the Closing, Seller may deposit with the Title Company sufficient monies, acceptable to and required by the Title Company, or bond such Exceptions, to insure Purchaser, without additional premium, that title is free of any such Exceptions and to insure Purchaser's lender(s), without additional premium, that title is free of any such Exceptions. If Seller is unable to transfer title to Purchaser in accordance with this Agreement, Purchaser shall have the option, in its sole and absolute discretion, to waive same and close title with an abatement of the Purchase Price, or cancel this Agreement, in which case Escrow Agent shall, if the termination occurs on or before to the Initial Closing Date, promptly disburse the balance of the Deposit to Purchaser.

6. POSSESSION; CONDITION.

(a) Full possession of and title to the Property as required herein will be conveyed at Closing.

(b) Subject to the terms and conditions hereof, the Property shall be conveyed "as is" to the Purchaser.

7. ADJUSTMENTS AND TRANSFER TAXES.

(a) The Purchaser and Seller agree that all municipal real estate taxes, water charges and all other charges or taxes levied or assessed against the Land shall be prorated and adjusted as of the date of Closing in accordance with local practice. Any errors in adjustments shall be corrected no later than ninety (90) days from the Closing.

(b) At Closing, Seller shall pay any real property transfer tax. Purchaser shall pay mortgage assumption charges, if any, and shall pay for recording the deed. Purchaser shall pay all mortgage recording taxes.

8. REPRESENTATIONS AND WARRANTIES.

(a) Seller represents and warrants to Purchaser as follows and, unless otherwise provided in this Agreement, the truth and accuracy thereof in all material respects on the Closing Date shall be a condition to Purchaser's obligations hereunder:

(i) Intentionally Omitted;

(ii) Seller is the sole legal owner of all of the Property in fee simple;

(iii) There are no actual or pending and, to the best of Seller's knowledge, no threatened, suits, actions, investigations or proceedings with respect to all or part of the Property, or against Seller, which could result in a lien or lis pendens affecting all or part of the Property;

(iv) There are no contracts, written or oral, created by Seller, or, to the best of Seller's knowledge, any other party, affecting the Property or Seller's right, title and interest therein which would be binding upon Purchaser or which would run with the land;

(v) No tax certiorari or similar tax reduction proceedings are pending with respect to the Property;

(vi) Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as the same has been amended (the "Code"). Seller shall provide Purchaser with an affidavit (a "FIRPTA Affidavit") to that effect in compliance with the Code at or prior to Closing Date;

(vii) No portion of the Property will at the time of Closing be subject to any pending condemnation, taking or similar proceeding by any public authority, and Seller has no knowledge or grounds to believe that any such condemnation, taking or similar proceeding is threatened;

(viii) Seller has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, seepage or filtration of any Hazardous Substances (as hereafter defined) at, upon, under or within the Property in violation of any Environmental Laws (as hereafter defined);

(ix) Seller has obtained and shall use commercially reasonable efforts to maintain the Existing Approvals, if any, until Closing.

(b) The representations and warranties set forth in subparagraph (a) above shall survive the Closing for a period of one (1) year.

9. OPERATIONS PENDING CLOSING. During the term of this Agreement:

(a) Seller shall maintain the Property in substantially its present state and condition as on the date hereof.

(b) Seller shall not enter into any lease, mortgage, agreement of sale, option, or any other agreement or contract affecting the Property, which will be binding on Purchaser or run with the land, nor shall Seller grant any easements restrictions which would survive the Closing, without the prior written consent of Purchaser, which consent will not be unreasonably withheld;

(c) Seller shall not commit any act or omission which would constitute a violation of any Existing Approvals, Project Approvals, currently existing covenants, conditions, restrictions, laws, statutes, rules, regulations and ordinances now applicable to the Property;

(d) Seller shall not manufacture, store, generate, handle, or dispose of any Hazardous Substances (as hereinafter defined) on the Property, or use or consent to the Property being used for such purposes, or emit, release or discharge any such Hazardous Substances into the air, soil, surface water or groundwater comprising the Property;

(e) Seller agrees that, except as otherwise provided in this Agreement and without the prior written consent of Purchaser, Seller shall not:

(i) Take actions with respect to the Property that may be inconsistent with its obligations under this Agreement; or

(ii) Enter into any commitment which might reasonably result in any direct financial obligation or burden with respect to the Property or Purchaser, except to the extent otherwise anticipated by this Agreement.

10. CONDITIONS PRECEDENT. The parties hereby agree that the obligations of the parties with respect to the purchase and sale of the Property are subject to and contingent upon the satisfaction of those matters contained in this Section 10 (the "Conditions Precedent"); provided, however, that either party may, at any time during the term of this Agreement, waive one or more of the Conditions Precedent by written notice to the other.

(a) **Due Diligence.** For a period of one hundred eighty (180) days from the Effective Date (the "Due Diligence Period"), Seller hereby agrees that Purchaser, its managers, members, officers, directors, representatives, agents, engineers and consultants shall have the right, at its expense or their expense, to enter upon the Property from time to time to conduct and make any and all studies, examinations, surveys, inspections and investigations of, or concerning, the Property, including, without limitation, soil borings and tests, air and water studies, engineering and geotechnical studies, asbestos studies, evaluation of drainage and flood plains and wetlands, if any, evaluation of the integrity of underground storage facilities, if any, and inspection and testing for the presence of any and all hazardous substances as more particularly set forth in Section 10(b) below. Seller agrees to cooperate with Purchaser and all others performing such inspections, studies and examinations. Purchaser and Seller further agree that prior to the expiration of the Due Diligence Period, Purchaser may for any reason, or for no reason, declare this Agreement null and void by delivering written notice of same to Seller on or before the expiration of the Due Diligence Period, in which case the Escrow Agent shall promptly disburse the Deposit to Purchaser and there shall be no further liability of the parties hereunder, except as may be specifically provided in this Agreement.

(b) **Environmental Inspections.** (i) Purchaser, its representatives, agents, engineers and/or consultants shall, within the Due Diligence Period, at Purchaser's sole cost and expense, enter upon the Property to conduct environmental examinations and tests (including, but not limited to, a Phase I Environmental Study) to determine the presence of any Hazardous Substance (the "Environmental Inspections"). Purchaser shall deliver to Seller, promptly after Purchaser's receipt thereof, a true copy of each report of each examination and test. If the reports reveal the presence of Hazardous Substances, Purchaser may declare this Agreement null and void by written notice to

Seller, such notice to be delivered within the Due Diligence Period, in which case the Escrow Agent shall promptly disburse the Deposit to Purchaser and there shall be no further liability of the parties under this Agreement, except as may be specifically provided herein.

(ii) For purposes of this Agreement, Hazardous Substances shall mean any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any statute, law, ordinance, rule or regulation of any local, state or federal authority having jurisdiction over the Property or its use, including but not limited to (a) the Federal Water Pollution Control Act (33 U.S.C. §1251) as amended; (b) the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) as amended; (c) the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. §9601 et. seq.) as amended; or (d) the Federal Clean Air Act (42 U.S.C. §7401 et. seq.) as amended (hereinafter referred to collectively as "Environmental Laws"), but excluding material occurring in such concentration, or handled or stored in such a manner, that it does not constitute a violation of Environmental Laws. Seller shall, upon Seller's acceptance of this Agreement, forward to Purchaser's attorney any existing environmental studies, tests or reports that Seller may possess.

(c) Property to be Vacant. At the Closing, the Property shall be delivered to Purchaser free of all tenants, tenancies, persons in possession and rights of possession.

(d) Project Approvals. (i) Seller agrees to cooperate with and assist Purchaser in making application for subdivision, site plan, and/or any necessary zoning change or other governmental approval, offer of dedication, variance, permit (including, without limitation, building permits) or agreement with respect to the development, construction, ownership and/or operation of the Project at the Property (collectively, the "Project Approvals"). Seller further agrees, if requested by Purchaser, to make application in Seller's name for the Project Approvals, at no expense to Seller and without seeking any compensation or additional consideration by reason of the cooperation required under this Section. It being understood and agreed that the Seller shall sign all such applications as are required by the respective reviewing agencies in order to process the Purchaser's application for Project Approvals. Seller shall incur no cost in connection with the Project Approvals. Seller's obligations under this section shall be limited to Seller joining in an application as required by a governmental agency.

(ii) Purchaser shall have obtained all necessary Project Approvals, sufficient to construct the Project. Purchaser shall commence work on all approvals for the Project, as chronologically appropriate, and shall use commercially reasonable efforts in pursuit of the same. Seller agrees to cooperate with Purchaser in obtaining all Project Approvals provided that Seller shall not be required to incur any expense, it being agreed that the Property must allow, by variance or otherwise, for the construction of the Project thereon. Seller shall support Purchaser to the maximum extent practical in securing all Project Approvals.

(iii) Purchaser may, at its option and by written notice to Seller, terminate this Agreement if the Project Approvals are not obtained as set forth in this Section 10, in which case the Escrow Agent shall, if any portion of the Deposit remains in escrow, promptly disburse such amount

of the Deposit to Purchaser and there shall be no further liabilities of the parties under this Agreement except as may be specifically provided herein.

(e) Funding. Purchaser shall receive a commitment letter from the New York State Housing Finance Agency ("HFA") or Empire State Development for permanent financing ("ESD") and a reservation letter for low income housing tax credits from the New York State Division of Housing and Community Renewal ("HCR"), the terms and conditions of which shall be satisfactory to Purchaser in its sole discretion.

(f) PILOT. A Payment in Lieu of Tax Agreement between Purchaser and the Village of Johnson City or such other designated entity, with respect to the Project shall be in full force and effect on the Closing Date.

(g) Easements. Purchaser shall have obtained from Seller (and/or third parties) all easements necessary or appropriate to ensure that the Purchaser, upon closing of the Property, has ingress to and egress from the Property, all utilities are available to the Property's lot line, including without limitation, gas, water, sewer, cable, and other reasonable utilities, and such other such rights over the land of Seller or others which are reasonably required or appropriate for the construction or operation of the Project on the Property.

(h) Other. Seller shall perform all other acts and shall deliver all other documents as Seller is required to deliver and perform pursuant to the terms of this Agreement, and all representations and warranties of Seller contained herein shall be true and correct as to each as of the Closing Date.

11. INSTRUMENTS DELIVERED AT CLOSING.

(a) At the Closing, Seller shall deliver to Purchaser, in form and substance satisfactory to Purchaser and Purchaser's counsel, the following:

- (i) Deed. Seller's duly executed and acknowledged Bargain and Sale Deed, with covenants against grantor's acts, conveying to Purchaser fee title to the Property, subject only to the Permitted Exceptions, together with Form TP-584 duly executed by Seller.
- (ii) Assignment. Seller's duly executed assignment of the Existing Approvals, if any.
- (iii) FIRPTA Affidavit. Seller's duly executed FIRPTA Affidavit.

(b) At the Closing, Purchaser shall deliver the following to Seller:

- (i) The unpaid balance of the Purchase Price payable in accordance with this Agreement.

12. BROKERAGE. Purchaser and Seller each represent that Maureen D. Wilson of Pyramid Brokerage Company is the only broker involved in this transaction (the "Broker"). The parties hereby agree that at Closing, Seller shall be solely responsible for any commissions due to the Broker. Seller hereby agrees to indemnify and hold harmless Purchaser, its members, managers, officers, directors, successors and assigns, from and against all claims, liabilities, losses, damages, costs and expenses, including attorneys' fees and expenses, which arise or are incurred as a result of any dealings or alleged dealings by Seller with any broker, other than the Broker, with respect to the sale of the Property. The provisions of this Section 12 shall survive the Closing or the earlier termination of this Agreement.

13. ASSIGNMENT. Seller shall be prohibited from selling or assigning this Agreement or all or any portion of its interest in the Property. Purchaser may assign this Agreement without the consent of Seller to an affiliate of Purchaser or to a to-be-formed limited partnership or limited liability company controlled by or under common control with Purchaser, and Purchaser shall provide Seller with written proof of such control or common control upon request.

14. DEFAULTS.

(a) If Purchaser defaults in performance of its obligations under this Agreement, Seller's remedy shall be to terminate this Agreement, in which case neither Seller nor Purchaser shall have any further rights or obligations under this Agreement.

(b) If Seller defaults in the performance of its obligations under this Agreement, Purchaser, in addition to any other rights and remedies available to it, shall be entitled to the prompt return of the Deposit. In the event of Seller's willful default, Purchaser shall have, in the alternative, a right of specific performance.

15. NOTICES. All notices as required in this Agreement must be in writing. Except as otherwise provided herein, all notices may be given by certified mail, by personal delivery, by facsimile, by email via .pdf copy or by FedEx. Notice by certified mail will be effective upon sending provided such notice shall be simultaneously transmitted by facsimile, subject to the confirmation requirements contained herein. Notice by personal delivery will be effective upon delivery to the other party. Notice by facsimile will be effective upon receipt by the other party. If notice is given by facsimile, the sender thereof shall, immediately after sending such notice, confirm by telephone, addressee's receipt of such notice. Notices to the Seller and the Purchaser must be addressed to the address or addresses of the respective party as set forth above. Seller's attorney and Purchaser's attorney shall receive copies of all notices. For purposes of the notice requirements set forth in this Section 15, all reference to "days" shall be deemed to mean calendar days. Purchaser's fax number is 914.693.1282. Seller's fax number is 607.729.5158:

If to Seller:

Century Sunrise Properties, LLC
P.O. Box 810
Johnson City, New York 13790

Attn: Wayne Rozen

with a copy to:

Levene Gouldin & Thompson, LLP
P.O. Box F-1706
Binghamton, New York 13902
Phone: 607.763.9200
Fax: 607.763.9211
Attn: Richard N. Matties, Esq.

If to Purchaser:

Regan Development Corp.
1055 Saw Mill River Road, Suite 204
Ardsley, New York 10502
Attn: Larry Regan

with a copy to:

Cannon Heyman and Weiss, LLP
54 State Street
Albany, New York 12207
Phone: 518.465.1500
Fax: 518.465.6678
Attn: Geoffrey J. Cannon, Esq.

16. NO WAIVER. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

17. FURTHER INSTRUMENTS. Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to effectuate the intent of this Agreement, provided the same shall not increase any party's liability beyond that set forth in this Agreement.

18. CONDEMNATION; CASUALTY.

(a) If, prior to the Closing, a portion of the Property becomes damaged by fire or other casualty or becomes the subject of a condemnation proceeding or Seller receives notice of such a condemnation proceeding, Seller shall immediately notify Purchaser in writing, and, at Purchaser's shall have the option to (i) continue under this Agreement as to the unaffected portion of the

Property, and the Closing shall take place as otherwise provided herein without any abatement in the Purchase Price, and the applicable insurance proceeds or condemnation award shall be assigned to Purchaser by Seller, or, at the option of Purchaser, the Purchase Price shall be reduced by a like amount; or (ii) terminate this Agreement and, given the timing of such termination, receive any remaining balance of the Deposit, and neither of the parties shall thereafter have any rights or obligations vis-a-vis the other.

(b) This Section 18 is deemed to be an express agreement providing otherwise than is set forth in Section 5-1311 of the General Obligations Law.

19. ESCROW AND ESCROW AGENT. Pending the Closing or the earlier termination of this Agreement, the Deposit shall be held in escrow by the Escrow Agent upon the following terms and conditions:

(a) The Escrow Agent shall deposit the Deposit in a separate trust, escrow or similar account.

(b) Release the Deposit only in accordance with the provisions of this Agreement.

(c) Except as otherwise described in this Agreement, the Escrow Agent shall not disburse the Deposit unless ten (10) days prior written notice is given to all parties. If any party shall object in writing as to the payment of the Deposit to the other, the Escrow Agent shall not release the same but shall continue to hold it until otherwise directed by written notice executed by all parties to this Agreement or by a final, non-appealable order or decree of a court of competent jurisdiction. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days after the date set forth herein for the Closing and diligently continued, the Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit the Deposit in court pending such determination.

20. MISCELLANEOUS.

(a) All prior understandings and agreements heretofore made between the parties are merged in this Agreement. This Agreement sets forth all agreements and understandings between Purchaser and Seller concerning the subject matter hereof and supersedes all prior oral and written understandings and agreements.

(b) This Agreement may not be changed, altered, amended, waived, terminated or otherwise modified unless same shall be in writing and signed by or on behalf of the party to be charged. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and permitted assigns of the respective parties.

(c) This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or .pdf, any one of which shall constitute an original of this Agreement. When counterparts or facsimile or .pdf copies have been executed by all parties, they

shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall constitute a single, valid binding agreement.

(d) This Agreement shall be governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

SELLER:

CENTURY SUNRISE PROPERTIES, LLC

By: 
Name: Wayne Rozen
Title: Sole Member

PURCHASER:

REGAN DEVELOPMENT CORP.

By: _____
Name: Larry Regan
Title: President

ESCROW AGENT:

PYRAMID BROKERAGE COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

SELLER:

CENTURY SUNRISE PROPERTIES, LLC

By: _____

Name: Wayne Rozen

Title: Sole Member

PURCHASER:

REGAN DEVELOPMENT CORP.

By: _____

Name: Larry Regan

Title: President

ESCROW AGENT:

PYRAMID BROKERAGE COMPANY

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first
above written

SELLER:

CENTURY SUNRISE PROPERTIES, LLC

By: _____
Name: Wayne Rozen
Title: Sole Member

PURCHASER:

REGAN DEVELOPMENT CORP

By: _____
Name: Larry Regan
Title: President

ESCROW AGENT:

PYRAMID BROKERAGE COMPANY


By:  _____
Name: Maureen D. Wilson
Title: President

EXHIBIT A

SCHEDULE 'A'

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate, lying and being in Johnson City, (formerly Village of Lestershire), County of Broome and State of New York, bounded and described as follows:

Beginning at a point fifty-five (55) feet southerly at right angles from the center line of the N.Y.L. & W. Ry. at recharging station 11033+13, said point being also in about the center of a private road called Willow Street, and being in the easterly line of lands conveyed to the N.Y.L. & W. Ry. Co. by Martin J. Swift, by deed dated October 26, 1890 and running thence (1) South three degrees West (S. 3° W.) One hundred twenty-nine (129) feet to the northerly line of lands conveyed to the Lestershire Industrial Company by Deed dated June 16, 1909, and running thence (2) North eighty-eight degrees forty-five minutes West (N. 88° 45' W.) on a line parallel with the center line of the said Railway eight hundred seventy-two (872) feet more or less to the westerly line of Baldwin Street and the easterly line of lands conveyed by the N.Y.L. & W. Ry. Co. to the Marshall Furniture Co. by Deed dated February 7, 1901, and running thence (3) along the westerly line of Baldwin Street being also the easterly line of lands conveyed to the Marshall Furniture Company North three degrees eleven minutes East (N. 3° 11' E.) one hundred twenty-nine (129) feet to a point which is fifty-five (55) feet southerly at right angles from the center line of the above mentioned railway; thence (4) easterly and parallel to said center line about eight hundred seventy-two (872) feet to the point of beginning and containing 3.56 acres of land, be the same more or less.

Excepting, however, all of the right, title interest and easements which the public and the Marshall Furniture Company (or its successors, assigns or grantees) may have or claim in and to so much of the above described premises as are included within the exterior lines of Baldwin Street and the northerly and southerly boundaries of said above described premises.

Also excepting and reserving to the railway and their successors and assigns a right of way and easement for the use, maintenance and operation of the sidetrack or switch extending from the northeasterly corner of said above described premises across the easterly end thereof to the manufacturing plant of E. F. Hopton, by the said railway and by the said Hopton and his heirs, executors, administrators and assigns, as the same is now located, operated and maintained, together with the right to enter when necessary upon the lands of the grantee at all reasonable times and use of the same so far as may be necessary for the purposes of the proper operation, maintenance and repair of said sidetrack or switch.

Being part of the premises conveyed to Endicott Johnson Corporation by Warranty Deed recorded in the Broome County Clerk's Office April 18, 1919 in Book 284 of Deeds at page 571.

Subject to an easement granted to Delaware & Western Railroad Company (Railroad) dated October 17, 1929, to occupy and use the property of the said party of the first part, situate in the Village of Johnson City, Broome County, State of New York, and more particularly described below for the purposes and in the manner following, to wit:

SCHEDULE 'A'

The said Railroad, its successors and assigns shall have the right and easement to construct, maintain, operate and use upon said property two tracks and a freight platform to receive and deliver freight on said tracks and platform from or to the owners and/or occupants of the lands lying immediately south of the herein described property of the party of the first part; to operate its cars and engines on and over said tracks and place in cars thereon for or in connection with such receipt or delivery of freight; to make such changes in the location and construction of the track as may be necessary for or in connection with the construction of said two tracks; and to enter upon said property at all times with its officers agents and employees, and the necessary tools, vehicles, materials and equipment for the purposes aforesaid. And the owners and/or occupants of the lands lying immediately south of the herein described property of the party of the first part shall have the right under and pursuant to the right and easement herein granted to the Railroad to enter upon said property of the said party of the first part with their teams, vehicles or otherwise for the purpose of receiving or delivering freight from or to said Railroad loading or unloading the same into or from cars placed on said tracks. The property of the said party of the first part hereinbefore referred to is more particularly described as follows, to wit:

ALL THAT TRACT OR PARCEL OF LAND, situated in the Village of Johnson City, Broome County and State of New York: Beginning at a point fifty-five (55.0) feet southerly from and measured at right angles to center line between main tracks of the N.Y.L. and W. N.Y. Co., opposite recharging station 11033 + 13, said point being also the center of a private road called Willow Street, and being in the easterly line of lands conveyed to the N.Y.L. and W. N.Y. Co. by Martin J. Swift by deed dated October 26, 1890;

Thence south three degrees and fifty-one minutes east (S. 3° 51' E.) along said center line of Willow Street, one hundred and twenty-nine (129.0) feet to the northerly line of lands conveyed to the Lestershire Industrial Company by deed dated June 16, 1909;

Thence south eighty-three degrees and thirty-three minutes west (S. 83° 33' W.) on a line parallel with above mentioned center line between main tracks three hundred and forty eight (348.0) feet to a point;

Thence north one degree and fifteen minutes west (N. 1° 15' W.) about fifty-eight (58.0) feet to the southerly side of Endicott-Johnson Company factory;

Thence north eighty-three degrees and thirty-three minutes east (N. 83° 33' E.) along southerly side of said factory, one hundred and thirty-two (132.0) feet more or less to the southeasterly corner of said factory;

Thence north one degree and fifteen minutes west (N. 1° 15' W.) along easterly side of said factory, seventy one (71.0) feet more or less to the southerly right of way line of said Railway Co.;

Thence north eighty-three degrees and thirty-three minutes east, (N. 83° 33' E.) and along said southerly right of way line, two hundred and twenty-two (222.0) feet more or less to point of beginning and containing 0.824 acres of land be the same more or less;

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

| | | |
|--|-----------|------------------------------------|
| Name of Action or Project: 135-139 Baldwin Street | | |
| Project Location (describe, and attach a general location map): 135-139 Baldwin Street | | |
| Brief Description of Proposed Action (include purpose or need): Conversion of existing vacant buildings (Century Building and Sunrise Building) into multiple dwellings and commercial use. Total number of apartments is 104, distributed as follows: (44) 1-Bedroom, (56) 2-Bedroom, (4) 3-Bedroom. Commercial area is 7,745 square feet, use is to be determined but anticipated to be office or medical office. | | |
| Name of Applicant/Sponsor: Larry Regan, Regan Development | | Telephone: (914) 693-6613 |
| | | E-Mail: larry@regandevelopment.com |
| Address: 1055 Saw Mill River Road, Suite 204 | | |
| City/PO: Ardsley | State: NY | Zip Code: 10502 |
| Project Contact (if not same as sponsor; give name and title/role): | | Telephone: |
| | | E-Mail: |
| Address: | | |
| City/PO: | State: | Zip Code: |
| Property Owner (if not same as sponsor): | | Telephone: |
| | | E-Mail: |
| Address: | | |
| City/PO: | State: | Zip Code: |

B. Government Approvals

| B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.) | | |
|--|---|---|
| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
| a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees | | |
| b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission | Site Plan Approval | 10/21/2015 |
| c. City Council, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals | Parking Variances (min. # spaces: Code 300-51.3; Location and setback: Code 300-40.13.C) | 11/12/2015 |
| d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Village of J.C. Water & Sewer Departments, Village of J.C. Building Permit | 11/12/2015 |
| e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | NYSOPRHP Approval (Part 1 is approved), NYSHCR/HFA Approval & funding, ** | NYSOPRHP - Part 2 - 11/16/2015 +/- NYSHCR/HFA - 10/30/2015 |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| i. Coastal Resources. **NYS Empire State Development Corporation, Southern Tier Economic Development Council | | |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C. Planning and Zoning

| | |
|---|--|
| C.1. Planning and zoning actions. | |
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| <ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 | |
| C.2. Adopted land use plans. | |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, identify the plan(s): Endicott Johnson Industrial Spine Brownfield Opportunity Area, New York State Susquehanna Heritage Area | |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes, identify the plan(s): | |

| | |
|---|---|
| C.3. Zoning | |
| a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <u>General Commercial</u> | |
| b. Is the use permitted or allowed by a special or conditional use permit? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Is a zoning change requested as part of the proposed action? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, i. What is the proposed new zoning for the site? _____ | |
| C.4. Existing community services. | |
| a. In what school district is the project site located? <u>Johnson City School District</u> | |
| b. What police or other public protection forces serve the project site? <u>Johnson City Police Department</u> | |
| c. Which fire protection and emergency medical services serve the project site? <u>Johnson City Fire Department, Broome Volunteer Emergency Squad, Union Volunteer Emergency Squad</u> | |
| d. What parks serve the project site? <u>Baker St. Park, Boland Park, CFJ Park, Floral Ave. Park, Northside Park, Virginia Ave. Park, Jennison Park</u> | |

D. Project Details

| | |
|--|---------------|
| D.1. Proposed and Potential Development | |
| a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Residential & Commercial</u> | |
| b. a. Total acreage of the site of the proposed action? | 3.1 +/- acres |
| b. Total acreage to be physically disturbed? | 2.3 +/- acres |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | 3.1 +/- acres |
| Includes 2.417 acre parcel to be purchased plus leased acreage from railroad and IOST. | |
| c. Is the proposed action an expansion of an existing project or use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____ | |
| d. Is the proposed action a subdivision, or does it include a subdivision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____ | |
| ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| iii. Number of lots proposed? _____ | |
| iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____ | |
| e. Will proposed action be constructed in multiple phases? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| i. If No, anticipated period of construction: <u>24</u> months | |
| ii. If Yes: | |
| • Total number of phases anticipated _____ | |
| • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year | |
| • Anticipated completion date of final phase _____ month _____ year | |
| • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ | |

| | | | | |
|---|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed. | | | | |
| | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase | _____ | _____ | _____ | 104 |
| At completion of all phases | _____ | _____ | _____ | 104 |

| | |
|---|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, | |
| i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet | |

| | |
|--|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, | |
| i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ | |

D.2. Project Operations

| | |
|--|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes: | |
| i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____ | |

| | |
|--|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: | |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ | |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ 20,980 gallons/day 18,480(Residential) + 2,500(Commercial)

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No
If Yes:

- Name of district or service area: Johnson City Water System
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ 20,980 gallons/day 18,480(Residential) + 2,500(Commercial)

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: Binghamton-Johnson City Wastewater Treatment Plant
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

| | |
|--|--|
| <ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ | |
| If Yes: <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____ N/A | |
| vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ N/A | |
| e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ 0.17 acres (impervious surface) 0.17 acres net increase in impervious _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ New stormwater piping. iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ Existing Combined Sewer System | |
| • If to surface waters, identify receiving water bodies or wetlands: _____ | |
| • Will stormwater runoff flow to adjacent properties? _____ | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____ | |
| f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, identify: <ul style="list-style-type: none"> i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ Heavy equipment, delivery vehicles ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ (2) 300,000 BTU Boilers for temporary heat during winter iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____ Individual gas furnaces with A/C for finished units | |
| g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
200,000 kWh/year (commercial area)

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
NYSEG

iii. Will the proposed action require a new, or an upgrade to, an existing substation? To be determined. ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: Worst case 6 am - 10 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 24 hours (residential)
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:
Periodic construction activity during construction hours of operation.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No
Describe: _____

n.. Will the proposed action have outdoor lighting? ☒ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Lighting will include 15' and 20' pole mounted LED downlight fixtures and 15' wall mounted LED downlight fixtures. Fixtures will be of a historical/classical style.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No
Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☒ Yes ☐ No

If Yes:

i. Describe proposed treatment(s):
Routine lawn treatments, routine bug treatments in building.

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☒ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ 23 tons per _____ month (unit of time) 70-80% of this amount will be recycled
- Operation : _____ <1 tons per _____ week (unit of time) Commercial use

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Follow Broome County Recycling Guide.
- Operation: Follow Broome County Recycling Guide.

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Broome County Landfill.
- Operation: Broome County Landfill.

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☒ Urban ☒ Industrial ☒ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

North: Railroad, Parking lot, proposed Pharmacy School. East: Parking lot. South: Mosque, Houses, Church. West: Commercial.

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces | 2.31 | 2.48 | + 0.17 |
| • Forested | N/A | N/A | N/A |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 0.80 | 0.63 | - 0.17 |
| • Agricultural (includes active orchards, field, greenhouse etc.) | N/A | N/A | N/A |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | N/A | N/A | N/A |
| • Wetlands (freshwater or tidal) | N/A | N/A | N/A |
| • Non-vegetated (bare rock, earth or fill) | N/A | N/A | N/A |
| • Other Describe: _____ | N/A | N/A | N/A |

| | |
|--|---|
| <p>c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____</p> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ UHS Wilson Medical Center, Family Enrichment Network, St. James Middle School, Handicapped Children's Association, Crescent Academy, George F. Johnson Dream Center, Southern Tier AIDS Program</p> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____</p> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____</p> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____</p> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <input checked="" type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database Provide DEC ID number(s): 046513 Provide DEC ID number(s): N/A ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____</p> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): C704048 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ 046513 - Closed 5/12/2004 C704048 - Project Certificate of Completion 12/22/2009</p> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

| | | | | | | | | | |
|--|------------------------|---|----------------------|---|----------------------|--|------------------------|---|--|
| v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | |
| <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No • Explain: _____ | | | | | | | | | |
| E.2. Natural Resources On or Near Project Site | | | | | | | | | |
| a. What is the average depth to bedrock on the project site? Unknown feet | | | | | | | | | |
| b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ % | | | | | | | | | |
| c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(Cv) Cut & Fill, gravelly material</td> <td style="width: 20%; text-align: right;">100 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">%</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">%</td> </tr> </table> | | (Cv) Cut & Fill, gravelly material | 100 % | _____ | % | _____ | % | | |
| (Cv) Cut & Fill, gravelly material | 100 % | | | | | | | | |
| _____ | % | | | | | | | | |
| _____ | % | | | | | | | | |
| d. What is the average depth to the water table on the project site? Average: 50+/- feet | | | | | | | | | |
| e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Well Drained:</td> <td style="width: 50%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">% of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">% of site</td> </tr> </table> | | <input checked="" type="checkbox"/> Well Drained: | 100 % of site | <input type="checkbox"/> Moderately Well Drained: | % of site | <input type="checkbox"/> Poorly Drained | % of site | | |
| <input checked="" type="checkbox"/> Well Drained: | 100 % of site | | | | | | | | |
| <input type="checkbox"/> Moderately Well Drained: | % of site | | | | | | | | |
| <input type="checkbox"/> Poorly Drained | % of site | | | | | | | | |
| f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 50%; text-align: right;">90 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> 10-15%:</td> <td style="text-align: right;">10 % of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">% of site</td> </tr> </table> | | <input checked="" type="checkbox"/> 0-10%: | 90 % of site | <input checked="" type="checkbox"/> 10-15%: | 10 % of site | <input type="checkbox"/> 15% or greater: | % of site | | |
| <input checked="" type="checkbox"/> 0-10%: | 90 % of site | | | | | | | | |
| <input checked="" type="checkbox"/> 10-15%: | 10 % of site | | | | | | | | |
| <input type="checkbox"/> 15% or greater: | % of site | | | | | | | | |
| g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____ | | | | | | | | | |
| h. Surface water features. <ul style="list-style-type: none"> i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes to either i or ii, continue. If No, skip to E.2.i. <ul style="list-style-type: none"> iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">• Streams: Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds: Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands: Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td colspan="2">• Wetland No. (if regulated by DEC) _____</td> </tr> </table> | | • Streams: Name _____ | Classification _____ | • Lakes or Ponds: Name _____ | Classification _____ | • Wetlands: Name _____ | Approximate Size _____ | • Wetland No. (if regulated by DEC) _____ | |
| • Streams: Name _____ | Classification _____ | | | | | | | | |
| • Lakes or Ponds: Name _____ | Classification _____ | | | | | | | | |
| • Wetlands: Name _____ | Approximate Size _____ | | | | | | | | |
| • Wetland No. (if regulated by DEC) _____ | | | | | | | | | |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ | | | | | | | | | |
| i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | |
| j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | |
| k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. Name of aquifer: Sole Source Aquifer Names: Clinton Street Ballpark SSA, Principal Aquifer, Primary Aquifer | | | | | | | | | |

| | |
|---|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p> | |
| <p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres | |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> | |
| <p>E.3. Designated Public Resources On or Near Project Site</p> | |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p> | |
| <p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p> | |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> | |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p> | |

| | |
|---|---|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes: | |
| i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District | |
| ii. Name: Johnson City Historic District | |
| iii. Brief description of attributes on which listing is based: Historic buildings | |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | |
| i. Describe possible resource(s): _____ | |
| ii. Basis for identification: _____ | |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: | |
| i. Identify resource: _____ | |
| ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ | |
| iii. Distance between project and resource: _____ miles. | |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: | |
| i. Identify the name of the river and its designation: _____ | |
| ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | |

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Larry Regan, Regan Development

Date

11/12/2015

Signature

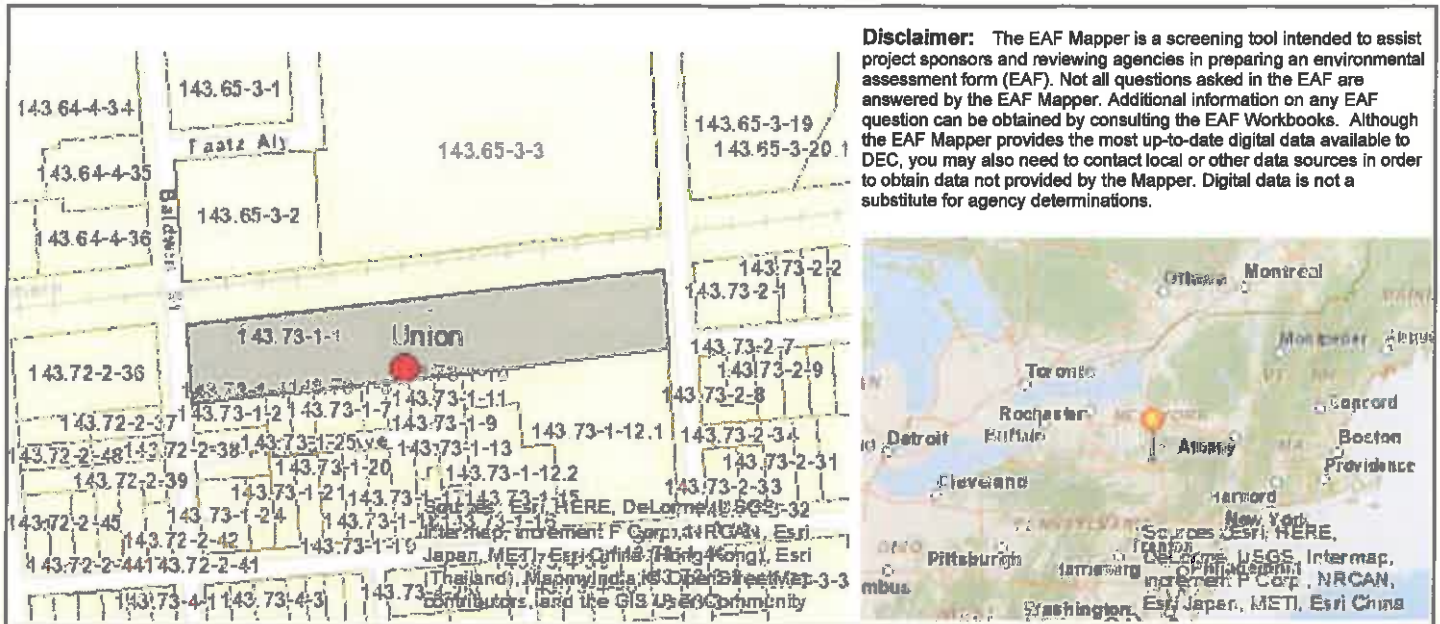
David A. Cunge
for Larry Regan

David A. Cunge

Title

Project Manager, Delta Engineers, Architects, & Land Surveyors, P.C.

PRINT FORM



| | |
|---|--|
| B.i.i [Coastal or Waterfront Area] | No |
| B.i.ii [Local Waterfront Revitalization Area] | No |
| C.2.b. [Special Planning District] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site] | Yes |
| E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID] | C704048 |
| E.2.g [Unique Geologic Features] | No |
| E.2.h.i [Surface Water Features] | No |
| E.2.h.ii [Surface Water Features] | No |
| E.2.h.iii [Surface Water Features] | No |
| E.2.h.v [Impaired Water Bodies] | No |
| E.2.i. [Floodway] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.2.j. [100 Year Floodplain] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.2.k. [500 Year Floodplain] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.2.l. [Aquifers] | Yes |

| | |
|--|---|
| E.2.l. [Aquifer Names] | Sole Source Aquifer Names:Clinton Street Ballpark SSA, Principal Aquifer, Primary Aquifer |
| E.2.n. [Natural Communities] | No |
| E.2.o. [Endangered or Threatened Species] | No |
| E.2.p. [Rare Plants or Animals] | No |
| E.3.a. [Agricultural District] | No |
| E.3.c. [National Natural Landmark] | No |
| E.3.d [Critical Environmental Area] | No |
| E.3.e. [National Register of Historic Places] | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook. |
| E.3.e.ii [National Register of Historic Places - Name] | Johnson City Historic District |
| E.3.f. [Archeological Sites] | No |
| E.3.i. [Designated River Corridor] | No |

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

| 1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i> <div style="text-align: right;"> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES </div> | | | |
|--|-----------------------------|-------------------------------------|------------------------------------|
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may involve construction on land where depth to water table is less than 3 feet. | E2d | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may involve construction on slopes of 15% or greater. | E2f | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface. | E2a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material. | D2a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may involve construction that continues for more than one year or in multiple phases. | D1e | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides). | D2e, D2q | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action is, or may be, located within a Coastal Erosion hazard area. | B1i | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Identify the specific land form(s) attached: _____ | E2g | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____ | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may create a new water body. | D2b, D1h | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water. | D2b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body. | D2a | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body. | E2h | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments. | D2a, D2h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water. | D2c | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s). | D2d | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies. | D2e | <input type="checkbox"/> | <input type="checkbox"/> |
| i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action. | E2h | <input type="checkbox"/> | <input type="checkbox"/> |
| j. The proposed action may involve the application of pesticides or herbicides in or around any water body. | D2q, E2h | <input type="checkbox"/> | <input type="checkbox"/> |
| k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities. | D1a, D2d | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|----------------------------------|--|--------------------------|--------------------------|
| 1. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

☐ NO

☒ YES

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

If "Yes", answer questions a - h. If "No", move on to Section 5.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------------|------------------------------------|
| a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells. | D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____ | D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may allow or result in residential uses in areas without water and sewer services. | D1a, D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may include or require wastewater discharged to groundwater. | D2d, E2l | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated. | D2c, E1f, E1g, E1h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer. | D2p, E2l | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources. | E2h, D2q, E2l, D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

☒ NO

☐ YES

(See Part 1. E.2)

If "Yes", answer questions a - g. If "No", move on to Section 6.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may result in development in a designated floodway. | E2i | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in development within a 100 year floodplain. | E2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in development within a 500 year floodplain. | E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in, or require, modification of existing drainage patterns. | D2b, D2e | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may change flood water flows that contribute to flooding. | D2b, E2i, E2j, E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade? | E1e | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|----------------------------------|--|--------------------------|--------------------------|
| g. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

| 6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i> | | | |
|---|--|--|--|
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane | D2g D2g D2g D2g D2g D2h | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants. | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour. | D2f, D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above. | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour. | D2s | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| 7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i> | | | |
|--|-----------------------------|-------------------------------|------------------------------------|
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2o | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government. | E2o | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2p | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government. | E2p | <input type="checkbox"/> | <input type="checkbox"/> |

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|---|-----|--------------------------|--------------------------|
| e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect. | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____ | E2n | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site. | E2m | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ | E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides. | D2q | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

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|--|------------------------------------|--|---|
| 8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i> | | | |
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System. | E2c, E3b | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc). | E1a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land. | E3b | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District. | E1b, E3a | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may disrupt or prevent installation of an agricultural land management system. | E1 a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland. | C2c, C3, D2c, D2d | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan. | C2c | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|------------------------------------|--|--|
| 9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10. <div style="text-align: right;"> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES </div> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource. | E3h | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views. | E3h, C2b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round | E3h | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities | E3h E2q, E1c | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource. | E3h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile | D1a, E1a, D1f, D1g | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|------------------------------------|--------------------------------------|---|
| 10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11. <div style="text-align: right;"> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES </div> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places. | E3e | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory. | E3f | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____ | E3g | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|----------------------------|--------------------------|--------------------------|
| d. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
| e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3: | | | |
| i. The proposed action may result in the destruction or alteration of all or part of the site or property. | E3e, E3g, E3f | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. The proposed action may result in the alteration of the property's setting or integrity. | E3e, E3f, E3g, E1a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting. | E3e, E3f, E3g, E3h, C2, C3 | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|----------------------------------|--|------------------------------------|
| 11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12. | | | |
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat. | D2e, E1b E2h, E2m, E2o, E2n, E2p | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the loss of a current or future recreational resource. | C2a, E1c, C2c, E2q | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may eliminate open space or recreational resource in an area with few such resources. | C2a, C2c E1c, E2q | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in loss of an area now used informally by the community as an open space resource. | C2c, E1c | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|-----------------------------|--|------------------------------------|
| 12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13. | | | |
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA. | E3d | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA. | E3d | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - g. If "No", go to Section 14.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Projected traffic increase may exceed capacity of existing road network. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the construction of paved parking area for 500 or more vehicles. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action will degrade existing transit access. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action will degrade existing pedestrian or bicycle accommodations. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may alter the present pattern of movement of people or goods. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO☒ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------------|------------------------------------|
| a. The proposed action will require a new, or an upgrade to an existing, substation. | D2k | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use. | D1f, D1q, D2k | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity. | D2k | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. | D1g | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Other Impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO☒ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------------|------------------------------------|
| a. The proposed action may produce sound above noise levels established by local regulation. | D2m | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home. | D2m, E1d | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in routine odors for more than one hour per day. | D2o | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|----------|-------------------------------------|--------------------------|
| d. The proposed action may result in light shining onto adjoining properties. | D2n | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions. | D2n, E1a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: During construction, approx. 24 months, there will be a temporary increase in levels of ambient noise. Outdoor construction will last approx. 3 months. | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community. | E1d | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The site of the proposed action is currently undergoing remediation. | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action. | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction). | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health. | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health. | D2t | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action involves construction or modification of a solid waste management facility. | D2q, E1f | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action may result in the unearthing of solid or hazardous waste. | D2q, E1f | <input type="checkbox"/> | <input type="checkbox"/> |
| i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste. | D2r, D2s | <input type="checkbox"/> | <input type="checkbox"/> |
| j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste. | E1f, E1g E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures. | E1f, E1g | <input type="checkbox"/> | <input type="checkbox"/> |
| l. The proposed action may result in the release of contaminated leachate from the project site. | D2s, E1f, D2r | <input type="checkbox"/> | <input type="checkbox"/> |
| m. Other impacts: _____ | | | |

| 17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) If "Yes", answer questions a - h. If "No", go to Section 18. | | | |
|---|-----------------------------------|--|------------------------------------|
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s). | C2, C3, D1a E1a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%. | C2 | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action is inconsistent with local land use plans or zoning regulations. | C2, C2, C3 | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action is inconsistent with any County plans, or other regional land use plans. | C2, C2 | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure. | C3, D1c, D1d, D1f, D1d, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure. | C4, D2c, D2d D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action) | C2a | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Other: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| 18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) If "Yes", answer questions a - g. If "No", proceed to Part 3. | | | |
|---|--------------------------------|--|------------------------------------|
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community. | E3e, E3f, E3g | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may create a demand for additional community services (e.g. schools, police and fire) | C4 | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing. | C2, C3, D1f D1g, E1a | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources. | C2, E3 | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action is inconsistent with the predominant architectural scale and character. | C2, C3 | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Proposed action is inconsistent with the character of the existing natural landscape. | C2, C3 E1a, E1b E2g, E2h | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

In order to evaluate the potential environmental impacts of the project to adapt and reuse two former warehouse buildings on 135-139 Baldwin Street, Part 1 of the Full EAF was reviewed in order to complete Part 2, and the following comments pertain to "Yes" conclusions reached in Part 2:

1. Impact on Land: Yes, the project may involve construction or alteration of the land, although the action may continue for up to 24 months, the buildings are existing and most of the renovation will be interior. Exterior site-work will only take approximately 3 months, therefore the impact is minimal.
4. Impacts on Groundwater: Pesticides will be applied. This area is in the Wellhead Protection Zone and therefore no more than 25 gals. or 220 lbs. may be stored on site per month. In fact, pesticides will not be stored on site; and routine treatments will be contracted out.
10. Impact on Historic and Archeological Resources: The project will preserve as much as possible the historic nature of the buildings and site.
14. Impact on Energy: The developer anticipates using 200,000 kWh/year, which is less than one-tenth the 2,500,000 kWh/year noted on the EAF as a more significant impact.
15. Impacts on Noise, Odor, and Light: Although Part 1 of the EAF indicated that construction may extend from 6am to 10pm as a worst case scenario, the developer plans and is agreeable to limiting outdoor construction activity to the hours of 7am to 8pm due to the proximity of residents to the south.

All potential negative impacts to the environment have been evaluated and found to not be significant impacts, and in fact, the project may actually improve the environment by reusing large vacant warehouse structures with a mix of primarily affordable residential and secondary commercial/office uses.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Consultation with engineer and developer comments attached.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: 135-139 Baldwin Street Adaptive Reuse

Name of Lead Agency: Village of Johnson City Planning Board

Name of Responsible Officer in Lead Agency: Gerald E. Putman

Title of Responsible Officer: Chairman, Village of Johnson City Planning Board

Signature of Responsible Officer in Lead Agency:

Gerald E. Putman

Date: 11/30/15

Signature of Preparer (if different from Responsible Officer)

Marina A. Lane

Date: 11/30/15

For Further Information:

Contact Person: Robert A. Bennett, P.E., Director of Public Services

Address: 243 Main Street., Johnson City Village Hall, Johnson City, NY 13790

Telephone Number: 607-797-3031

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For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

Marina A. Lane

From: David Chase [dchase@DELTA-EAS.COM]
Sent: Wednesday, November 25, 2015 2:33 PM
To: Marina A. Lane; Larry Regan; Keith Libolt
Cc: Diane Salva
Subject: RE: 135-139 Baldwin EAF questions

Marina – Your draft Part 2 looks good to me.
I just spoke with Keith Libolt and have provided responses to your questions below.

Thanks and Happy Thanksgiving!

David A. Chase PE, LEED AP
Project Manager



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From: Marina A. Lane [<mailto:m.lane@townofunion.com>]
Sent: Wednesday, November 25, 2015 12:19 PM
To: David Chase; Larry Regan
Cc: Diane Salva
Subject: 135-139 Baldwin EAF questions

Hi Larry and David,
I am completing Part 2 of the EAF and wonder if you can answer a couple of questions.

Section 1. Impact on land: e. up to 24 months of construction (D1e)- in order to mitigate what seems like a lot of potential noise, will most of the construction be interior? **Yes. The sitework construction will only take approximately 3 months.**

Section 4. Impact on groundwater: f and g - this area is over the wellhead zone of the aquifer and there are limits to storing chemicals. Where will pesticides be stored, as noted in EAF part 1 D2q? Will more than 25 gallons or 220 lbs be stored on site per month? **Pesticides won't be stored on site, the routine treatments will be contracted out.**

Section 15. Impact on Noise, Odor and Light: Per Part 1 D2I ("el"), you reference construction activity possible from 6am to 10pm. Due to the proximity of homes just to the south on Pleasant Ave., would you be receptive to restricting outdoor construction to more neighborhood friendly hours? 7am to 8pm maybe, depending on the Planning Board's decision?
Yes, 7am to 8pm would be fine.

I've also attached my draft Part 2 if you want to take a look.

Thank you!
Marina

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