

January 15, 2020 • 12:00 p.m. • The Agency Conference Room FIVE South College Drive, Suite 201, 2nd Floor Binghamton, New York 13905

AGENDA

1.	Oath of Office	J. Meagher
2.	Nomination of Officers	J. Meagher/Chairman
3.	Approve Minutes – December 18, 2019 Board Meeting	Chairman
4.	Public Comment	Chairman
5.	 Executive Director's Report Updates Internal Financial Report – December 31, 2019 	S. Duncan
6.	Loan Activity Reports as of December 31, 2019	T. Gray
New	Business	
7.	Resolution Accepting an Application from Davidge Holdings, LLC and Authorizing a Sales and Use Tax Exemption in an Amount not to Exceed \$20,400.00, Consistent with the Policies of The Agency in Connection with the Acquisition and Renovation of the Property and Building at 31 Front Street, City of Binghamton, Broome County, NY	S. Duncan
8.	Resolution Accepting an Application from Great Eastern Hemp, LLC, for a Sale/Leaseback or a Lease/Leaseback Transaction to Facilitate the Financing of the Acquisition, Renovation and Equipping of the Facility in the Town of Union and Village of Johnson City, Broome County, New York and Authorizing The Agency to Set and Conduct a Public Hearing with Respect Thereto, Including a Payment in Lieu of Tax Agreement and Sales Tax Exemption in an Amount not to Exceed \$80,000.00	S. Duncan
9.	Resolution Authorizing the Executive Director to Execute, on Behalf of The Agency, a Sales Agreement for the Sale of Property Located at Charles Street, in the City of Binghamton, Broome County, New York	S. Duncan
10.	Resolution Authorizing the Executive Director, on Behalf of The Agency, to Renew The Agency's Contract with Hue for Digital Account Services from March 1, 2020 to February 28, 2021	N. Abbadessa
11.	Resolution Authorizing the Executive Director, on Behalf of The Agency, to Renew The Agency's Contract with Freshy Sites from February 1, 2020 to January 31, 2021	N. Abbadessa

12. Executive Session: Discussion of Real Property
 13. Resolution Approving an Agreement with 265 Industrial Park Drive, LLC, as Recommended by Counsel
 Old Business
 14. Adjournment
 Chairman



BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY BOARD MEETING

FIVE South College Drive; Suite 201, 2nd Floor Binghamton, New York 13905 Wednesday, December 18, 2019, 12:00 pm

SYNOPSIS OF MEETING

PRESENT: J. Bernardo, W. Howard, J. Stevens, R. Bucci, D. Crocker, J. Peduto, C. Sacco,

J. Mirabito and B. Rose

ABSENT: None

GUESTS: Jeff Platsky, Press & Sun Bulletin

John Solak, Binghamton, NY

Joseph Bertoni, Broome County Legislature Aaron Martin, Broome County Legislature

STAFF: S. Duncan, T. Gray, N. Abbadessa, C. Hornbeck, B. O'Bryan, T. Ryan and A. Williamson

COUNSEL: J. Meagher

PRESIDING: J. Bernardo

The meeting was called to order at 12:00 p.m.

ITEM #1. APPROVE MINUTES FOR THE NOVEMBER 13, 2019 BOARD MEETING: Chairman Bernardo requested a motion to approve the minutes of November 13, 2019.

MOTION: Mr. Howard motioned to approve, seconded by Mr. Crocker, the MOTION CARRIED UNANIMOUSLY.

ITEM #2. PUBLIC COMMENT:

Chairman Bernardo stated anybody wishing to speak, please state your name and address for the record:

Mr. John Solak, Binghamton, addressed the Board, regarding:

Mountain Fresh Dairy / Delinquent Loan

Canopy Growth USA, LLC - Public Statements

Binghamton Local Development Corporation (BLDC) – Lack of Oversight

Lithium Batteries / Hemp

Empire Development Corporation — Endicott

Chairman Bernardo asked if anyone else would like to comment; hearing none, closed the comment

period.

ITEM #3. EXECUTIVE DIRECTOR'S REPORT:

Ms. Duncan provided updates on the following:

VILLAGE OF JOHNSON CITY

Ms. Duncan stated Mr. O'Bryan has been working very closely through The Agency's partnership with the

Village of Johnson City. The Agency will work collaboratively to launch the first round of Greater

Binghamton Fund Awards project Facelift, which was awarded to do façade improvements and upgrades

to a number of buildings along Main Street and subsequent side streets through Johnson City's core.

SYRACUSE OPPORTUNITY ZONES CONFERENCE

Mr. O'Bryan attended an opportunity zones conference in Syracuse on December 4th, where case studies

of successful projects were outlined, utilizing the opportunity zone program. The Agency has been

working with Mr. Frank Evangelisti at Broome County, Mr. Joseph Moody at the Town of Union and the

City of Binghamton to create more of a proactive digital platform to market potential sites and properties

located in these federally-designated opportunity zones.

CHMURA ANALYTICS CONFERENCE

Ms. Abbadessa attended a conference run by Chmura Analytics. The Agency utilizes Chmura's software

to develop a more robust business attraction strategy, aligning with our target industry sector and

workforce initiative.

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CONSOLIDATED FUNDING APPLICATION (CFA) AWARDS

Ms. Duncan advised that the awards ceremony for the 9th round of the CFA awards will be presented December 19, 2019 – the announcement will take place at 1 p.m. Ms. Duncan is looking forward to seeing how the Southern Tier will fare. While Ms. Duncan will not be going to Albany, there are a number of great projects; the team did a good job presenting a comprehensive list of projects throughout the region.

AM & T-HOSTED MANUFACTURING TOUR

Ms. Duncan joined AM & T, who hosted a tour on December 17, 2019 in Buffalo, with a number of manufacturing companies from both Broome and Chemung County. The group visited Buffalo Manufacturing Works – a facility with highly-specialized equipment related to automation, robotics and 3-D printing. Buffalo Manufacturing Work's goal as a collaboration between their version of AM & T and experts in automation, is to bring companies in and assess how they are doing in updating their technologies and processes. It was a phenomenal facility; there were case studies of area manufacturers that have seen their sales and growth expand significantly as a result of participating in this facility.

Earlier in the summer, Ms. Duncan was able to tour the Northland Training Center. Buffalo Manufacturing Works is located on the same campus in Northland Training Center, which is more traditional manufacturing processes and machining, welding, etc. It has been transformative for the manufacturing industry in the Buffalo area.

Discussion on how to assist this region's base manufacturing companies occurred on the bus back.

LEADERSHIP ALLIANCE MEETING

The Leadership Alliance meeting, to align The Agency's mission and objectives with the Greater Binghamton Chamber of Commerce, is scheduled for January 9, 2020.

CLOSINGS

Ms. Duncan stated The Agency expects closings in the first quarter of 2020, including L3, Spark Broome,

LLC, Town & Country Home and the Ideal Senior Center.

EPA GRANT APPLICATION

The Agency has submitted a grant application with Elan for an EPA Redevelopment Grant. This grant

which would enable The Agency to do similar projects as the BAE Feasibility/Redevelopment Study, with

a number of properties in the community. The Agency could do Phase I's, market and demand analyses,

etc., to get sites "shovel ready." The Agency expect results of the application in May, 2020.

GEBOP / "PEAK TO SUCCESS" PROGRAM

Ms. Abbadessa has been working closely with Ms. Danielle Britton of GEBOP to launch the "Peak to

Success" program in early 2020. The program is a comprehensive K-20 career platform. The digital tool

will enable school districts and companies to utilize shared information to engage in creating school

programming that allows to build an internal workforce, as well as provide companies access to engage

with student bases.

This program will allow The Agency to meet the objective of building from within that long-term career

pipeline.

Chairman Bernardo asked if there are questions of Ms. Duncan; hearing none, thanked Ms. Duncan.

ITEM #4. LOAN ACTIVITY REPORTS AS OF NOVEMBER 30, 2019: The Internal Financial Reports for

November were presented to the Board. The balances available to lend are \$307,474.83 (STEED),

\$297,154.99 (BDF) and \$101,219.48 (BR + E). Chairman Bernardo asked if there were any questions for

Ms. Duncan or Mr. Gray regarding the Internal Financial Report. Hearing none, Chairman Bernardo asked

if there were any questions related to the Loan Activity Reports. Hearing none, Chairman Bernardo moved

on to New Business.

MOTION: No motion necessary.

ITEM #5. RESOLUTION AUTHORIZING A SALE/LEASEBACK OR A LEASE/LEASEBACK TRANSACTION TO

FACILITATE THE FINANCING OF THE ACQUISITION, REDEVELOPMENT, EXPANSION AND EQUIPPING OF

47-51 PINE CAMP DRIVE, TOWN OF KIRKWOOD, BROOME COUNTY, NEW YORK, AND APPOINTING

CANOPY GROWTH USA, LLC AND/OR ANOTHER ENTITY TO BE DETERMINED (THE "COMPANY"), AS

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AGENT OF THE AGENCY FOR THE PURPOSE OF FINANCING THE ACQUISITION, REDEVELOPMENT, RENOVATION, EXPANSION AND EQUIPPING OF THE PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS WITH RESPECT THERETO, INCLUDING A PAYMENT IN LIEU OF TAX AGREEMENT AND A SALES TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$3,200,000.00: Chairman Bernardo asked Mr. Bucci if the Governance Committee moved this matter forward to the full Board; Mr. Bucci confirmed that the resolution comes as a Motion from the Governance Committee. Chairman Bernardo asked if any Board members would like to ask questions of Ms. Duncan, Mr. Gray or Attorney Meagher. Ms. Sacco commented for the record, that Board members received the public hearing transcript. Chairman Bernardo asked if there were any concerns; hearing none, acknowledged the Motion from Mr. Bucci of the Governance Committee.

MOTION: To Authorize a Sale/Leaseback or a Lease/Leaseback Transaction to Facilitate the Financing of the Acquisition, Redevelopment, Expansion and Equipping of 47-51 Pine Camp Drive, Town of Kirkwood, Broome County, New York and Appointing Canopy Growth USA, LLC, and/or Another Entity to be Determined (The "Company"), as Agent of The Agency for the Purpose of Financing the Acquisition, Redevelopment, Renovation, Expansion and Equipping of the Project and Authorizing the Execution and Delivery of Certain Documents with Respect Thereto, Including a Payment in Lieu of Tax Agreement and a Sales Tax Exemption in an Amount not to Exceed \$3,200,000.00. On a MOTION by Mr. Bucci; seconded by Ms. Sacco, the MOTION CARRIED (8 to 1 – Mr. Stevens opposed).

ITEM #6. RESOLUTION AUTHORIZING A SALE/LEASEBACK OR A LEASE/LEASEBACK TRANSACTION TO FACILITATE THE FINANCING OF THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF 625 DICKSON STREET, ENDICOTT, TOWN OF UNION, BROOME COUNTY, NEW YORK AND APPOINTING SAM A. LUPO & SONS, INC. AND SSE3, LLC (THE "COMPANY"), AS AGENT OF THE AGENCY FOR THE PURPOSE OF FINANCING OF THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS WITH RESPECT THERETO, INCLUDING A PAYMENT IN LIEU OF TAX AGREEMENT AND A SALES TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$65,600.00: Chairman Bernardo asked Mr. Bucci if the Governance Committee moved this resolution forward to the full Board; Mr. Bucci confirmed that the matter was considered in the Governance Committee and was approved to move forward as a Motion. Chairman Bernardo asked if there were any questions from the Board. Ms. Sacco stated for the record, that Board members also received this transcript from the public hearing. Hearing no questions, Chairman Bernardo advised there is a Motion on the table.

MOTION: To Authorize a Sale/Leaseback or a Lease/Leaseback Transaction to Facilitate the Financing of the Acquisition, Construction, Renovation and Equipping of 625 Dickson Street, Endicott, Town of Union, Broome County, New York and Appointing Sam A. Lupo & Sons, Inc. and SSE3, LLC (The "Company"), as Agent of The Agency for the Purpose of Financing of the Acquisition, Construction, Renovation and Equipping of the Project and Authorizing the Execution and Delivery of Certain Documents with Respect Thereto, Including a Payment in Lieu of Tax Agreement and a Sales Tax Exemption in an Amount not to Exceed \$65,600.00. On a MOTION by Mr. Bucci; seconded by Mr. Crocker, the MOTION CARRIED UNANIMOUSLY.

ITEM #7. RESOLUTION ACCEPTING AN APPLICATION FROM HASHEY ENTERPRISES, INC. AND AUTHORIZING A SALES AND USE TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$16,400.00 CONSISTENT WITH THE POLICIES OF THE AGENCY IN CONNECTION WITH THE RENOVATION AND EQUIPPING OF THE PROPERTY AND BUILDING LOCATED AT 1429 UPPER FRONT STREET, TOWN OF CHENANGO, BROOME COUNTY, NEW YORK: Mr. Bucci stated the matter is brought forward in the form of a Motion from the Governance Committee. Chairman Bernardo asked if there were questions on this resolution. Ms. Sacco commented this is the third location for Hashey Enterprises, Inc. in Broome County. Ms. Duncan provided a short background on the history of Hashey Enterprises, Inc., as well as potential business development in the Town of Chenango.

MOTION: To Accept an Application from Hashey Enterprises, Inc. and Authorizing a Sales and Use Tax Exemption in an Amount not to Exceed \$16,400.00 Consistent with the Policies of The Agency in Connection with the Renovation and Equipping of the Property and Building Located at 1429 Upper Front Street, Town of Chenango, Broome County, NY. On a MOTION by Mr. Bucci, seconded by Mr. Stevens, the MOTION CARRIED UNANIMOUSLY.

ITEM #8: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR, ON BEHALF OF THE AGENCY, TO RENEW THE AGENCY'S CONTRACT WITH NATIONAL DEVELOPMENT COUNCIL (NDC): Mr. Bucci stated the matter comes in the form of a Motion from the Governance Committee. Chairman Bernardo asked if there were any questions. Ms. Duncan clarified that The Agency's current contract with Mr. Sweet expires at the end of March; this contract will take effect April 1, 2020. Chairman Bernardo stated that Mr. Sweet provides valuable services on an as-needed basis. Chairman Bernardo asked if there were any questions of staff.

MOTION: To Authorize the Executive Director, on Behalf of The Agency, to Renew The Agency's Contract with NDC. Chairman Bernardo stated a MOTION has been made by Mr. Bucci; seconded by Mr. Howard; the MOTION CARRIED UNANIMOUSLY.

ITEM #9: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR, ON BEHALF OF THE AGENCY, TO ENTER INTO A ONE-YEAR AGREEMENT WITH SUSAN PAYNE, STRATEGIC PLANNING CONSULTANT: Mr. Bucci stated the matter comes in the form of a Motion from the Governance Committee. Chairman Bernardo clarified that Ms. Payne will be reappointed; Ms. Payne has been in contract with The Agency for a period of time. Ms. Duncan confirmed, stating The Agency has engaged Ms. Payne for strategic planning services since 2013, creating The Agency's first-ever strategic plan, requested by Mr. McLaughlin. The Agency is in the final year of a strategic plan, which began in 2017. This contract will carry the parties through 2020. In addition, Ms. Payne will assist regarding the new Leadership Alliance with the Chamber Board. The contract will cover a portion of the costs to develop a playbook, to see where the missions of the two organizations align, using the overlap to strengthen the advantage created by the relationship; particularly with targeted industries, identifying the sectors benefiting from Ms. Payne's services to do market research data/demand analysis. Ms. Duncan stated Ms. Payne will explore the region's advanced manufacturing sector in relationship to the use of battery technology to build the supply chain in the future. Chairman Bernardo thanked Ms. Duncan and asked if there were any questions.

MOTION: To Authorize the Executive Director, on Behalf of The Agency, to Enter into a One-Year Agreement with Susan Payne. Chairman Bernardo confirmed the MOTION on the floor from the Governance Committee by Mr. Bucci, which was seconded by Mr. Mirabito; the MOTION CARRIED UNANIMOUSLY.

ITEM #10: RESOLUTION TO ACCEPT DRAFT GENERIC ENVIRONMENTAL IMPACT STATEMENT (DGEIS) AS ADEQUATE FOR PUBLIC REVIEW AND TO SCHEDULE A PUBLIC HEARING WITH RESPECT TO THE DGEIS:

Ms. Duncan stated Board action is required to accept the DGEIS, commissioned through The Agency's relationship with Elan on 600 Main Street. The Agency received grant funds to do a general redevelopment/feasibility study. Recognizing complexities of the site, The Agency was able to acquire additional grant funds to complete SEQR. The benefit of the completed SEQR process expedites the development process to a future developer. As part of SEQR, The Agency looked at a number of issues, including flooding. Round One of redevelopment was the flood: understanding existing conditions; why it flooded and how to mitigate that. This included a more in-depth hydrological analysis to prepare for what could happen in a future flooding event. The Agency completed a traffic impact study and looked at visual resources to avoid intrusions in the neighborhood community, as well as on-going environmental requirements and easements. Upon approval of this Board, the document then becomes available to the public. A series of public sessions are planned. At this stage, developer(s) have not been identified for

the project. Chairman Bernardo asked if there were any questions. Mr. Bucci stated the matter comes in the form of a Motion from the Governance Committee.

MOTION: To Accept Draft Generic Environmental Impact Statement (DGEIS) as Adequate for Public Review and to Schedule a Public Hearing. On a MOTION by Mr. Bucci, seconded by Mr. Stevens, the MOTION CARRIED (8 to 1 – Mr. Peduto abstained).

ITEM #11: EXECUTIVE SESSION: DISCUSSION OF REAL PROPERTY.

MOTION: To Convene to Executive Session at 12:22 p.m. On a MOTION by Mr. Rose, seconded by Mr. Bucci, the MOTION CARRIED UNANIMOUSLY.

ITEM #12: RECONVENE FROM EXECUTIVE SESSION.

MOTION: To Reconvene back to Public Session at 1:03 p.m. On a MOTION by Mr. Stevens, seconded by Mr. Mirabito, the MOTION CARRIED UNANIMOUSLY.

ITEM #13: ADJOURNMENT: Chairman Bernardo requested a motion to adjourn.

MOTION: On a MOTION by Mr. Stevens, seconded by Mr. Mirabito, the MOTION CARRIED UNANIMOUSLY, and the meeting was adjourned at 1:04 p.m.

The next meeting of The Agency Board of Directors is scheduled for Wednesday, January 15, 2020 at 12:00 p.m. at FIVE South College Drive, Suite 201, Binghamton, NY 13905.

Broome County IDA Internal Financial Status Reports - Unaudited December 31, 2019

Broome County IDA					
Financial Statements vs. Budget					
Month Ended 12/31/19					
Motter Ellaca (2)01710	Month #	.>	12		
	MOUTUI #		12		
	2019		Actual	Budgeted	
	Approved		YTD thru	YTD thru	
	Budget		12/31/19	12/31/19	Variance
INCOME:					
A) Land/Building Income:					
265 Industrial Park Drive	\$ 218,00	0 \$	36,889	\$ 218,000	\$ (181,111
ADEC Mortgage	58,83		58,838	58,838	
Airport Corporate Loan Hangar Lease	50,00		51,980	50,000	1,980
FIVE South College Drive Tenant Leases	87,60		82,783	87,600	(4,817
Miscellaneous Income	10,00		30,001	10,000	20,001
Solar City	5,00		5,000	5,000	
Subtotal	429,43		265,492	429,438	(163,946
Odbiotai	420,40	_	200,402	420,400	(100,040
B) BCIDA Fees:					
IRB/Sale Leasback Fees	615,00)	1,270,820	615,000	655,820
Loan Fund Administration	35,00		34,905	35,000	(95
Subtotal	650,00		1,305,725	650,000	655,725
Gubiotai	000,000	_	1,000,120	000,000	000,720
C) Other Income:					
Bank Interest	65,00		155,681	65,000	90,681
			100,001		
TOTAL INCOME	\$ 1,144,43	3 \$	1,726,897	\$ 1,144,438	\$ 582,460
EXPENSES:					
A) Administration:					
Salaries	\$ 492,000) \$	482,041	\$ 492,000	\$ 9,959
Benefits	192,000		166,276	192,000	25,724
Professional Service Contracts	40,000		49,321	40,000	(9,321)
	2,000		1,633	2,000	367
Payroll Administration					
Investment Management	12,000		18,018	12,000	(6,018)
Subtotal	738,000	,	717,289	738,000	20,711
B) Office Expense:					
Postage	2,000)	1,831	2,000	169
Telephone/Internet Service	6,000		3,556	6,000	2,444
Equipment & Service/Repair Contracts	8,000		12,308	8,000	(4,308)
			8,909	7,000	(1,909)
Supplies	7,000				(1,909)
Travel/Transportation	16,000		15,324	16,000	
Meetings	16,000		17,709	16,000	(1,709)
Training/Professional Development	7,000		7,704	7,000	(704)
Membership/Dues/Subscriptions	6,000		8,867	6,000	(2,867)
Audit	15,000		9,000	15,000	6,000
Legal	64,000		80,827	64,000	(16,827)
Insurance (Agency, Director & Officers)	10,000)	15,826	10,000	(5,826)
Contingency	5,000		11,013	5,000	(6,013)
Subtotal	162,000		192,873	162,000	(30,873)
C) Business Development:					
Advertising	40,000)	39,452	40,000	548
Printing & Publishing	15,000		12,859	15,000	2,141
Public Relations Contract	40,000		35,321	40,000	4,679
Subtotal	95,000		87,633	95,000	7,367
Juniolai	93,000	-	01,033	95,000	7,307

Broome County IDA					
Financial Statements vs. Budget					
Month Ended 12/31/19					
	Month # ->	1	12		
	monut # ->				
	2019		Actual	Budgeted	
	Approved		YTD thru	YTD thru	
	Budget		12/31/19	12/31/19	Variance
D) FIVE South College Drive Expenses	87,600		92,527	87,600	(4,927)
E) Building/Property Maintenance:					
Broome Corporate Park					
Maintenance - Mowing/Snowplowing	4,000		6,156	4,000	(2,156)
Charles Street Business Park					
Maintenance - Mowing/Snowplowing	20,000		2,998	20,000	17,002
Frederick Street Property					
Insurance - Property	2,500		2,100	2,500	400
Maintenance - Mowing/Snowplowing	1,000			1,000	1,000
Utilities	250		176	250	74
600 Main Street					
Maintenance - Mowing/Snowplowing	20,000		15,925	20,000	4,075
Subtotal	47,750		27,355	47,750	 20,395
TOTAL EXPENSES	\$ 1,130,350	\$	1,117,677	\$ 1,130,350	\$ 12,673
OPERATING INCOME	\$ 14,088	\$	609,221	\$ 14,088	\$ 569,787

Broome County IDA Summary of Bank Deposits and Investments

	Account	Month End Balance	Statement Date	Rate
Cash & Bank Dep	posits			
	Petty Cash NBT BCIDA Checking NBT BCIDA Money Market Total Cash & Bank Deposits	100.00 46,217.49 318,580.19 364,897.68	12/31/2019 12/31/2019 12/31/2019	0.00% 0.00%
Portfolio Investm	ent Accounts			
	Cash & Equivalents NBT Transition Account CDs & Time Deposits US Treasury Bonds & Notes Total Portfolio Value	306,908.66 6,897,362.67 7,204,271.33	12/31/2019 12/31/2019 12/31/2019 12/31/2019	0.00% 2.06%
	Total Cash, Bank Deposit Accounts & Investments	7,569,169.01		
Loan Funds				
STEED	Petty Cash NBT STEED Checking NBT STEED Money Market Total STEED	100.00 54,717.03 587,769.28 642,586.31	12/31/2019 12/31/2019 12/31/2019	0.00% 0.17%
BDF	NBT BDF Checking NBT BDF Money Market Total BDF	567.96 362,788.96 363,356.92	12/31/2019 12/31/2019	0.00% 0.17%
	Total Loan Funds	1,005,943.23		
	Total Combined Funds	8,575,112.24		

Broome County IDA Account Receivables

Comments	rs Building Sale Monthly Payment	t Mortgage Agreement Monthly Payment \$4,903.13	t Mortgage Agreement - Refinanced 1/1/19 Monthly Payment \$4,331.67	t Land Lease Annual Payment \$5,000	t Land Sale Monthly Payment \$443.68
Status	210 Days	Current	Current	Current	Current
Outstanding Balance as of 12/31/2019	3,150,074.38	536,521.88	195,699.42	90,000.00	72,418.29
Total Interest Payments 12/31/2019	137,857.77	81,484.64	6,611.58	ı	5,728.69
Total Principal Payments as of 12/31/2019	175,701.62	173,478.12	45,368.46	10,000.00	7,581.71
Interest Rate	3.0%	3.0%	3.0%	%0.0	3.0%
Beginning Balance	3,325,776.00	710,000.00	241,067.88	100,000.00	80,000.00
BCIDA Notes Receivable	265 Industrial Park Drive 3/29/2017	ADEC 8/5/2015	Broome County - Airport Hangar 9/1/2016	Broome County - Solar City 8/15/2016	Precium Holdings - Charles St. 5/23/2017

Steed Loan Status

BORROWER	Opening Balance 1/1/2019	Current Balance 12/31/2019	Maturity Date	Status 12/31/2019
17 Kentucky Ave., LLC	218,712.87	206,040.89	1/1/2033	Current
20 Delaware Ave, LLC	127,556.03	107,895.88	1/1/2025	Current
AMT, Inc.	4,299.04	-	2/1/2019	Current
AMT, Inc. #2	20,960.00	10,610.96	12/1/2020	Current
Better Offer Properties, LLC	45,118.56	37,130.08	3/1/2024	Current
Concept Systems	80,830.05	60,703.61	10/1/2022	Current
Custom Machining Technology, Inc.	15,758.54	-	12/1/2019	Current
DNB Holdings, LLC (Silver Dollar Optical)	110,441.29	-	7/1/2021	Current
F.A. Guernsey, Co., Inc.	118,610.34	118,273.72	6/1/2024	Bankruptcy
Matco Group (formerly VMR Corp)	19,970.38	7,449.73	7/1/2020	Current
Mountain Fresh Dairy	94,816.36	92,416.06	12/1/2021	Litigation
MS Machining	22,682.90	16,555.60	7/1/2022	Current
Prepared Power	59,663.01	57,596.35	10/1/2033	Current
Roberts Stone	69,116.94	51,313.86	7/1/2022	60 Days
Sirgany Eyecare	119,315.84	84,660.96	4/1/2022	Current
SpecOp Tactical Center	70,453.61	70,453.61	5/1/2024	Litigation
T-Squared Custom Millwork, Inc.	35,836.04	29,510.52	4/1/2024	Current
Triple Cities Metal Finishing	39,792.47	3,099.25	1/1/2020	Current
TOTAL	1,273,934.27	953,711.08		

Business Development Fund Status

BORROWER	Opening Balance 1/1/2019	Current Balance 12/31/2019	Maturity Date	Status 12/31/2019
17 Kentucky Ave., LLC 20 Delaware Ave., LLC 265 Main St, LLC ADEC Solutions USA, Inc. Matco Group (formerly VMR Corp) Mechanical Specialties Co. Roberts Stone SpecOp Tactical Center 250 Main Street, LLC	99,117.74 124,367.43 148,734.32 138,799.74 6,656.67 18,146.38 45,149.16 74,856.90	93,730.64 105,198.85 143,551.40 119,423.93 2,483.08 13,244.56 33,519.79 74,856.90 49,589.67	10/1/2033 1/1/2025 9/1/2033 9/1/2025 7/1/2020 7/1/2022 7/1/2022 5/1/2024 10/1/2029	Current Current Current Current Current Current 60 Days Litigation Current
Total	655,828.34	635,598.82		

BR+E Loan Status

BORROWER	Opening Balance 1/1/2019	Current Balance 12/312019	Maturity Date	Status 12/312019
265 Main St, LLC Grow Hemp, LLC Prepared Power 250 Main Street, LLC	49,578.11 49,483.23 49,719.18	47,850.52 43,145.93 47,996.97 49,589.67	9/1/2033 11/1/2025 10/1/2033 10/1/2029	Current Current Current Current
Total	148,780.52	188,583.09		

Loan Delinquency Status

STEED

F. A. Guernsey

Mountain Fresh Dairy

Roberts Stone

SpecOp Tactical

Bankruptcy

Litigation

60 Days

Litigation

BDF

Roberts Stone 60 Days SpecOp Tactical Litigation

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY LOAN FUNDS ACTIVITY AS OF December 31, 2019

STEED ACCOUNT BALANCE:	\$ 642,486.31		
Amount held at ARC in Washington, DC	\$ 177,719.60		
LOAN COMMITMENTS		Commitment Date	Expiration Date
Fuller Holding Company, LLC (SCT, Inc.) Davidge Holdings LLC (CAA, LLC)	\$200,000.00 \$300,000.00	7/17/2019 11/13/2019	1/14/2020 5/11/2020
Total STEED Loans Commitments	\$500,000.00		
Available to Lend	\$ 320,205.91		
BDF ACCOUNT BALANCE:	\$ 363,356.92		
LOAN COMMITMENTS		Commitment Date	Expiration Date
Davidge Holdings, LLC (CAA, LLC)	\$ 60,000.00	11/13/2019	5/11/2020
Total BDF Loan Commitments	\$ 60,000.00		
Available to Lend	\$ 303,356.92		
BR+E	\$ 101,219.48		
LOAN COMMITMENTS		Commitment Date	Expiration Date
Total BRE Loan Commitments	\$ -		



SMALL BUSINESS INCENTIVE PROGRAM APPLICATION

The Small Business Incentive Program can provide eligible applicants any of the following: an eight percent (8%) NYS sales tax and one percent (1%) mortgage recording tax exemption (if applicable).

Applicants seeking assistance must complete this application and provide additional documentation if required. A non-refundable application fee of \$150.00 must be included with this application. Make check payable to The Agency Broome County IDA.

The Applicant requesting a sales tax exemption from the Agency/IDA must include in the application a realistic estimate of the value of the savings anticipated to be received. As per NYS 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency/IDA recapture any benefit that exceeds the amount listed in the application.

Please answer all questions. Use "None" or "Not Applicable" where necessary.

APPLICANT

Name	Davidge Holdings, LLC							
Address	31 Front Street							
City/State/Zip	Binghamton, NY 13905							
Tax ID No.	7							
Contact Name	Todd J. Anderson							
Title	Member							
Telephone	(607) 222-4808							
E-Mail	tanderson@chianisanderson.com							
Owners of 20% or	more of Applicant Company							
Name	% Corporate Title							
Todd J. Ander	son 50 Member							
Greg A. Chian	is 50 Member							
Sales Tax	Benefits Requested (Check all that apply) Sales Tax Exemption Mortgage Recording Tax Exemption							
Description of pro	ject (check all that apply)							
New Con	struction							
Existing Facility								
Acquisition								
Expansion								
Ren	novation/Modernization							
Acquisition of machinery/equipment								
Other (spe	Other (specify) Furniture							

GENERAL DESCRIPTION OF THE PROJECT (Attached additional sheets as necessary)

Vork as required to relocate the offices of Chianis + Anderson from our current ocation to the existing structure at 31 Front Street

PROJECT TIMELINE

01.15.2020	
Start Date	
09.15.2020	
End Date	
31 Front Street, Binghamton	
Project Address	

Contractor(s) *please refer to required Local Labor Policy

State Environmental Quality Review (SEQR) Act Compliance

The Agency, in granting assistance to the Applicant, is required to comply with the New York State Environmental Quality Review Act (SEQR). This is applicable to projects that require the state or local municipality to issue a discretionary permit, license or other type of Approval for that project.

Does the proposed project require discretionary permit, license or other type of approval by the state or local municipality?

YES – Include a copy of any SEQR or other documents related to this project including Environmental Assessment Form, Final Determination, Local
Municipality Negative Declaration.



NO

LOCAL LABOR POLICY

It is the goal of the The Agency to maximize the use of local labor for each project that receives benefits from The Agency. This policy applies to general contractors, subcontractors, trade professionals, and their employees. The Agency's Local Labor Area consists of the following New York State counties: Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga and Tompkins.

APPLICANT PROJECT COSTS

A.	Estimate the costs necessary for the construction, rehabilitation, improvement and/or equipping of the the APPLICANT.	
	Building Construction or Renovation	400.000
	a. MATERIALS	_{a. \$} 120,000
	b. LABOR	_{b. \$} 80,000
	Site Work	c. \$
	c. MATERIALS	
	d. LABOR	d. \$
	e. Non-Manufacturing Equipment	e. \$ <u>85,000</u>
	f. Furniture and Fixtures	_{f. \$} 50,000
	g. LAND and/or BUILDING Purchase	g. \$
	h. Soft Costs (Legal, Architect, Engineering)	h. \$
	Other (specify) i	i. \$
	J	j. \$
	k	k. \$
В.	TOTAL PROJECT COSTS Sources of Funds for Project Costs: a. Bank Financing b. Public Sources Identify each state and federal grant/credit	\$335,000 a. \$250,000 b. \$
	c. Equity	\$ \$ \$ \$ \$_85,000
		\$ <u>335,00</u> 0
с.	Has the applicant made any arrangements for the financing of this project? Yes No If so, please specify bank, underwriter, etc.	\$ <u>.000,0</u> 00
_		

VALUE OF INCENTIVES

A. Sales Tax Exemption Benefit

	e exempt from New York State and local sales tax pment, furniture and fixtures - line a,c,e,f from	\$ 255,000
Estimated value of New York State (8% of value of eligible goods)	and local sales tax exemption	\$ 20,400
Estimated duration of sales tax exe (The sales tax letter shall be valid for	•	8 months
B. Mortgage Recording Tax	Exemption Benefit	
Estimated value of Mortgage Reco (1% of value of mortgage)	rding Tax Exemption	\$
TOTAL SALES AND MORTGAGE	RECORDING TAX EXEMPTION BENEFIT	\$ 20,400
ROJECTED EMPLOYMENT		
Will this investment result in the crea	ation of new jobs? If so, how many?	
Current number of full time employe	es:	21
Estimated annual salary range of jok	os to be created:	
	Annual Salary range from: 0 to 0	_
Estimated annual salary range of cu	rrent jobs:	
	Annual Salary range from: 28,000 to 100,000	

^{*}Upon approval of this application, the business agrees to provide FTE and all construction job information, along with its NYS 45 in all years that a sales and/or mortgage recording tax benefit is claimed.

APPLICATION & ADMINISTRATIVE FEES

A. Application Fee:

A non-refundable application fee of one hundred fifty dollars shall be charged to each applicant and accompany the completed application.

\$ 150.00

B. Administrative Fee:

A non-refundable fee of \$500.00 is due and payable prior to the issuance of a Sales Tax Letter or a Mortgage Tax Exemption Form if the benefit is under \$100,000. A nonrefundable fee of 1% of the total project cost is due and payable prior to the issuance of a Sales Tax Letter or a Mortgage Tax Exemption Form if the benefit is over \$100,000.

\$ 500.00

TOTAL TAX EXEMPTION FEES

\$ 650.0	0
----------	---

This Application, including without limitation, information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

The Agency reserves the right to terminate, modify, or recapture Agency benefits if :

- (1) an applicant or its sub-agency (if any) authorized to make purchases for the benefit of the project is not entitled to the sales and use tax exemption benefits;
- sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the applicant or its sub-agents;
- sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the (III) project;
- (IV) the applicant has made material, false, or misleading statements in its application for financial assistance;
- (v) the applicant has committed a material violation of the terms and conditions of a Project Agreement.

As of the date of the Application this project is in substantial compliance with all provisions of GML Article (vi) 18-A, including but not limited to, the provisions of GML Section 859-a and GML Section 862(1) (the anti-raid provision) and if the project involves the removal or abandonment of a facility or plant within the state, notification by the IDA to the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located.

APPLICANT COM

Signature

Sworn to before me this

(Notary Public)

KATHERINE L RODRIGUEZ NOTARY PUBLIC-STATE OF NEW YORK No. 01RO6277838

Qualified In Broome County My Commission Expires 04-01-2021

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY PROJECT REVIEW FORM

Company: Great E	asterr	n Hemp	, LLC	IDA Meeting Date: 1/15/	
Representative: Br	rian Ha	aynes		IDA Public Hearing Date	TBD
Type of Business:	Manufa	acturino	ndustrial	Company Address: 60 L	
		•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	60 Le	ester Ave
Project Start Date:				N .	son City, NY
Project End Date:	TBD			1379	0
Employment:	Total \	rearly P	ayroll	Own / Lease:	SF / Acreage:
Full-Time Equivalent Existing 0	1st Year	\$ 700,0	00.00		61,581 sqft
1st year 15		s \$550.0		Own	01,301 Sqit
2nd year 14	3rd Year	\$ 415,0			
3rd year 11 Total =40	Total:	\$ 1,665	,000.00		
Construction Jobs:				Proposed Project Location	n:
	10			60 Lester Ave, JC, NY	
					13790
Company Contac			Documents &	Description:	
Employment Oppor				Acquire, renovate and equip the	
Brian Haynes (917) 5		7		locally grown hemp. In addition	
haynesb@haynesny.o	com			package and distribute hemp of	derived CBD products.
PR	OJECT	BUDGE	T	ASSESSM	ENT
Land Related Costs	JJEU.	DODGE	•	Current Assessment	\$ 2.200,000.00
Building Related Cost	s	\$30	00.000.00	Asmt. At Completion (Est.)	\$ 2,200,000.00
M & E Costs			00,000.00	EXEMPTION	
F F & E Costs		7 - 1-		Sales Tax @ 8%	\$ 80,000.00
Professional		ф 20	0.000.00	Mortgage Tax	+ 00,000100
Services/Development	t Cost	\$ 300	0,000.00	3.3.	
Total Other Costs		\$ 700	0,000.00	Property Tax Exemption	1,203,247.00
Working Capital Costs		\$ 500	0,000.00		
Closing Costs					
Agency Fee			0,000.00	TOTAL EXEMPTIONS:	\$ 1,283,247.00
	TAL:	\$ 11,	110,000.00	TOTAL PILOT PAYMENTS:	\$ 680,975.31
Project Type (Check all that apply)				Project Criteria Met	
(Crieck all triat apply)				(Check all that apply)	
Manufacturing, Ware	nousing,	Distribution	n	Project will create and /or r	etain permanent jobs
 Agricultural, Food Pro 			a)	Project will be completed in	a timely fashion
Adaptive Reuse, Com Housing Developmen		evelopmer	it	Project will create new reverse jurisdictions	nue to local taxing
Retail*				Project benefits outweigh o	osts
Back Office, Data, Ca	II Centers	;		Other public benefits	
Commercial/Office					
*Uniform Tax Policy does not ty	ypically pro	vide tax exe	Imptions for Retail Projects	*New York State Required Criteria	
Pilot Type					
Standard 15 Deviated	yea				
	_ year				
Staff Comments:			,•		

GREAT EASTERN HEMP

YEAR	FULL TAXES	% INCREASE	PILOT PAYMENT	BENEFIT
2020	\$108,956.05	%0	\$0.00	\$108,956.05
2021	\$111,135.17	%0	\$0.00	\$111,135.17
2022	\$113,357.87	%0	\$0.00	\$113,357.87
2023	\$115,625.03	%0	\$0.00	\$115,625.03
2024	\$117,937.53	%0	\$0.00	\$117,937.53
2025	\$120,296.28	20%	\$54,478.03	\$65,818.26
2026	\$122,702.21	20%	\$54,478.03	\$68,224.18
2027	\$125,156.25	20%	\$54,478.03	\$70,678.23
2028	\$127,659.38	20%	\$54,478.03	\$73,181.35
2029	\$130,212.57	20%	\$54,478.03	\$75,734.54
2030	\$132,816.82	25%	\$81,717.04	\$51,099.78
2031	\$135,473.15	25%	\$81,717.04	\$53,756.12
2032	\$138,182.62	25%	\$81,717.04	\$56,465.58
2033	\$140,946.27	25%	\$81,717.04	\$59,229.23
2034	\$143,765.19	25%	\$81,717.04	\$62,048.16
	\$1,884,222.40		\$680,975.31	\$680,975.31 \$1,203,247.09

Based on an assumed 2% property tax increase per year Current Assessment \$0 (No current taxes being paid) Final Assessment: \$9,435,000

Broome County Industrial Development Agency Cost Benefit Incentive Analysis

Date: 1.8.2020

Project Name/Address: Great Eastern Hemp, LLC

\$

3,000,000.00

Project Start Date: 2020

Acquire, renovate and equip the facility to process locally grown hemp. In Project Description:

addition manufacture, package and distribute hemp derived CBD products.

\$11,000,000.00

BENEFIT

Investment: Public/Private/Equity

Building Related Costs

M&E Costs \$ 6,500,000.00 Working Capital \$ 500,000.00 Professional Fees/ Development 300,000.00 \$ Other Costs \$700,000.00 TOTAL INVESTMENT \$11,000,000.00

New Mortgages \$1,650,000.00

Jobs

New 40 Retained 0.0

TOTAL JOBS 40.0

Term # Years 15 years

TOTAL PAYROLL 1,665,000.00 \$ 1,665,000.00

PILOT PAYMENTS 680,975.31 (see Pilot Schedule) \$ 680,975.31

TOTAL BENEFIT 13,345,975.31 13,345,975.31

Cost

Property Tax Estimate

Fair Market Value 2,220,000.00 upon completion

Equalization Rate 4.25%

Taxable Assessment 9,435,000.00

Tax Rates

County 174.081966 Annual tax \$ 16,424.63 School 622.255611 Annual tax \$ 58,709.81 Village 358.4697 Annual tax \$ 33,821.61

ANNUAL TAX 1154.807277 \$ 108,956.05 number based on 1st year

Pilot Schedule

Terms/Years	Tax	% Abatement	*Pilot Payment	Abatement
			- S	
SEE PILOT SCHEDULE				
Total				

^{*} Assume a 2% Tax Increase Per Year

PROPERTY TAX ABATEMENT \$ 1,203,247.09

SALES TAX ABATEMENT \$ 80,000.00

MORTGAGE RECORDING TAX

AGENCY FEE \$ 110,000.00

TOTAL COST \$ 1,393,247.09 \$ 1,393,247.09

NET BENEFIT/COST \$ 11,952,728.22

Benefit/Cost Ratio 9.58 to 1

Comments/Additional Revenue:

Any Additional Public Benefits:



If you are using Google Chrome and would like to digitally fill out the form, please download and open in your desktop

APPLICATION FOR BENEFITS / IDA

INSTRUCTIONS

- 1. The Agency/IDA will not consider any application unless, in the judgment of the Agency/IDA, 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 a question, put "est." after the figure or answer, which is estimated.
- If more space is needed to answer any specific question, attach a separate sheet.
- 5. When completed, return one (1) hard copy of this application and one (1) electronic copy to the Agency/IDA at the address indicated on the application.
- 6. The Agency/IDA will not give final approval to the application until the it 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/IDA (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 ac-cordance with Article 6 of the Public Officers Law.
- 8. The Agency/IDA has established a non-refundable application fee of One Thousand (\$1,000) Dollars to cover the anticipated costs of processing this application. A check or money order payable to the Agency/IDA must accompany each application. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY/IDA UNLESS ACCOMPANIED BY THE APPLICATION FEE.
- 9. The Agency/IDA has established a project fee for each project in which the Agency/IDA participates. THIS PROJECT FEE of 1% of the total Project cost IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY/IDA. The applicant will also be expected to pay to the Agency/IDA all actual costs incurred in connection with the application including all costs incurred by general counsel and bond counsel.
- 10. The Agency/IDA will charge annually an administrative fee of \$1,500 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/IDA must report the amount of sales tax benefits intended to be provided to a Project; and 3) a requirement that the Agency/IDA 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/IDA 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/IDA.
- 13. The Applicant requesting a sales tax exemption from the Agency/IDA 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/IDA 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/IDA 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'S STRE	ET ADDRESS:	60 Leste	er Av	e e					
ciry: John	son City		STATE	NY	ZIP	1379	90	PHONE:	917-575-4067
NAME OF PERSON(S) AUTHORIZED TO) SPEAK FOR API	PLICANT V	WITH RESF	PECT TO	THIS APPLICA	NTION:		
Brian Hay	nes			-				PHONE:	917-575-4067
TITLE: Princ	ipal					EMAI	L:	haynes	b@haynesny.com
	Mantel L Park Ave York		STATE:	NY	ZIP:	MAIL: id		DHOME	antel.com 212-953-5500
APPLICANT'S A									- 12 303 303
NAME: Josep	h Grillo								_
FIRM: S. J. G	Brillo CP	4			E	MAIL: Sjg	jrille	ocpa@g	mail.com
ADDRESS: 420	Jericho [*]	Turnpike)			-,			
ITY: Jeriche	`		STATE:	NINZ	ZIP:	11753		PHONE: 5	516-681-3433

GENERAL CONTRACTOR).

	ROJECT SUMMARY
	TYPE OF PROJECT: Select Project Type for all end users at project site (you may check more than one): Industrial Acquisition of Existing Facility Equipment Purchase Commercial
B: 1	EMPLOYMENT IMPACT (BROOME COUNTY): EXISTING JOBS: O NEW JOBS WITHIN THREE YEARS: 40
C: P	PROJECT COST: \$ 12,000,000 D: TYPE OF FINANCING: TAX-EXEMPT TAXABLE STRAIGHT LEASE
E: A	MOUNT OF BONDS REQUESTED: \$ O
F: A	MOUNT OF NEW MORTGAGE(S) REQUIRED FOR PROJECT: \$ 1,650,000
G: P	ROJECT-RELATED COSTS SUBJECT TO SALES TAX: \$ 1,000,000
H: E	STIMATED VALUE OF TAX EXEMPTIONS:
N	YS SALES AND COMPENSATING USE TAX \$ 80,000 MORTGAGE RECORDING TAXES \$ 0
R	EAL PROPERTY TAX EXEMPTIONS \$ 1,203,247 REQUESTED TERM OF PILOT: 15 Years
01	THER (PLEASE SPECIFY) \$
I: CU	IRRENT PROPERTY TAX ASSESSMENT \$ 2,200,000 CURRENT PROPERTY TAXES \$ 0
APP	LICANT INFORMATION
EMPLO	OYER'S FEDERAL ID NO. 84-3234476 NAICS CODE 2833
1. INDI	CATE TYPE OF BUSINESS ORGANIZATION OF APPLICANT:
A. [CORPORATION INCORPORATED IN WHAT COUNTRY WHAT STATE
D	ATE INCORPORATED TYPE OF CORPORATION
AU	THORIZED TO DO BUSINESS IN NEW YORK: YES NO
В.	PARTNERSHIP TYPE OF PARTNERSHIP # OF GENERAL PARTNERS # OF LIMITED PARTNERS
c	SOLE PROPRIETORSHIP
D. 	LIMITED LIABILITY APPLICANT DATE CREATED 2/8/2019
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:
Vo.	TO THE PROPERTY OF THE PROPERT

MANAGEMENT OF APPLICANT

List all owners, directors and partners

	OFFICE HELD	OTHER PRINCIPAL BUSINESS
JOHN CURTIN 3515 Daniel Crescent St.Baktwin NY 11510	Managing Member	CHARLE HOUSE IN THE STATE OF TH
Brian Haynes 25 Weymouth Ln. Johnson City NY 13790	Managing Director	
JIN THE DACT CIVE VEADO HAS THE ADDITION TO		
CONTRACTOR AFFILIATED WITH THE PROPOSED	ANY AFFILIATE, ANY PREDECESSOR COMPANY OF Project been the subject of:	R ENTITY, OWNER, DIRECTOR, OFFICER, PARTA
n indictment, judgment, conviction, or a gang business-related conduct constituting	grant of immunity, including pending action a crime?	ns, YES
government suspension or debarment, tract, including pending actions, or for la	rejection of any bid or disapproval of any ck of responsibility?	y proposed YES
ny final governmental determination of a bor law regulation?	violation of any public works law or regu	ulation, YES
consent order with the NYS Dept. of Env	vironmental Conservation?	YES N
a upporting and in december of the contract of		
ral, state or local government agency inc s owed and fines and penalties assessed	for any business-related conduct obtaine cluding, but not limited to, judgments bas d?	ed by any ed on YES N
s owed and fines and penalties assessed	coluding, but not limited to, judgments basic	ed on Litts III N
s owed and fines and penalties assessed as any person listed above or any concer in receivership or been adjudicated in a	coluding, but not limited to, judgments basic	nected ever
s owed and fines and penalties assessed as any person listed above or any concer in receivership or been adjudicated in a	cluding, but not limited to, judgments bas d? on with whom such person has been con bankruptcy?	nected ever YES N ATE ATTACHMENT.
an, state of local government agency income and some and penalties assessed as any person listed above or any concer in receivership or been adjudicated in a	Pluding, but not limited to, judgments bas 1? In with whom such person has been con bankruptcy? E IS YES, PLEASE FURNISH DETAILS ON A SEPAR NO LIST EXCHANGES WHERE STOCK IS TRAD	nected ever YES N ATE ATTACHMENT.
an, state of local government agency income and sowed and fines and penalties assessed as any person listed above or any concert in receivership or been adjudicated in a ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE APPLICANT PUBLICLY HELD? YES	Pluding, but not limited to, judgments bas it? In with whom such person has been con bankruptcy? E IS YES. PLEASE FURNISH DETAILS ON A SEPAR NO LIST EXCHANGES WHERE STOCK IS TRAD HAVING A 5% OR MORE INTEREST IN THE	nected ever YES N ATE ATTACHMENT. ED AND LIST ALL STOCKHOLDERS APPLICANT.
an, state of local government agency income and sowed and fines and penalties assessed as any person listed above or any concert in receivership or been adjudicated in a ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE APPLICANT PUBLICLY HELD? YES	Pluding, but not limited to, judgments bas it? In with whom such person has been con bankruptcy? E IS YES. PLEASE FURNISH DETAILS ON A SEPAR NO LIST EXCHANGES WHERE STOCK IS TRAD HAVING A 5% OR MORE INTEREST IN THE	nected ever YES N ATE ATTACHMENT. ED AND LIST ALL STOCKHOLDERS APPLICANT.
an, state of local government agency income and sowed and fines and penalties assessed as any person listed above or any concert in receivership or been adjudicated in a ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE APPLICANT PUBLICLY HELD? YES	Pluding, but not limited to, judgments bas it? In with whom such person has been con bankruptcy? E IS YES. PLEASE FURNISH DETAILS ON A SEPAR NO LIST EXCHANGES WHERE STOCK IS TRAD HAVING A 5% OR MORE INTEREST IN THE	nected ever YES N ATE ATTACHMENT. ED AND LIST ALL STOCKHOLDERS APPLICANT.
an, state of local government agency income and sowed and fines and penalties assessed as any person listed above or any concert in receivership or been adjudicated in a ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE APPLICANT PUBLICLY HELD? YES	Pluding, but not limited to, judgments bas it? In with whom such person has been con bankruptcy? E IS YES. PLEASE FURNISH DETAILS ON A SEPAR NO LIST EXCHANGES WHERE STOCK IS TRAD HAVING A 5% OR MORE INTEREST IN THE	nected ever YES N ATE ATTACHMENT. ED AND LIST ALL STOCKHOLDERS APPLICANT.
an, state of local government agency income and sowed and fines and penalties assessed as any person listed above or any concert in receivership or been adjudicated in a ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE APPLICANT PUBLICLY HELD? YES	Pluding, but not limited to, judgments bas it? In with whom such person has been con bankruptcy? E IS YES. PLEASE FURNISH DETAILS ON A SEPAR NO LIST EXCHANGES WHERE STOCK IS TRAD HAVING A 5% OR MORE INTEREST IN THE	nected ever YES N ATE ATTACHMENT. ED AND LIST ALL STOCKHOLDERS APPLICANT.

APPLICANT'S PRINCIPAL BANK(S) OF AC	COUNT	TIOGA STATE BANK		
PROJECT DATA				
Attach a complete narrative description of F by usage, type of construction, machinery for	Project inc	cluding location, proposed product lines and s, machinery for building, office and parking	market projectio	ns, square
2. Attach a photo of the site or existing facilit				
3. Attach copies of preliminary plans or sketo	ches of pr	roposed construction or floor plan of existing	o facility	
4. Are utilities on site or must they be brough			gomty.	
ON SITE				
. Who presently is legal owner of building or	r site?	Great Eastern Hemp LLC		
. Is there a purchase option in force or other	legal or d	common control in the project?	YES	■ NO
so, furnish details in a separate attachment.				
Is there an existing or proposed leas If applicant will not occupy 100% of the bustoness sheet including: name, present address.	se for all o	a real estate related transaction, provide in	YES aformation on te	enant(s) or
55, ruman details in a separate attachment.	se for all o uilding in a ress, emp und term o	a real estate related transaction, provide in ployer fed. ID no., percentage of project to of lease.		nant(s) or of busine
Is there an existing or proposed leas If applicant will not occupy 100% of the bustoners and the sheet including: name, present address ganization, relationship to applicant, date a ls owner or tenant(s) responsible for payment of	ilding in a ress, emp and term of freal prope	a real estate related transaction, provide in ployer fed. ID no., percentage of project to of lease.	nformation on te be leased, type	nant(s) on of busine
Is there an existing or proposed leas If applicant will not occupy 100% of the bustone sheet including: name, present addreganization, relationship to applicant, date a ls owner or tenant(s) responsible for payment of Zoning district in which Project is located	iding in a ress, emp and term of freal proper	a real estate related transaction, provide in ployer fed. ID no., percentage of project to of lease. erty taxes? OWNER OWNER	nformation on te be leased, type	nant(s) on of busine
Is there an existing or proposed leas If applicant will not occupy 100% of the bustone sheet including: name, present addreganization, relationship to applicant, date a ls owner or tenant(s) responsible for payment of Zoning district in which Project is located. Are there any variances or special permits in the standard standard sheet and several services are special permits.	iding in a ress, emp and term of real proper INDU	a real estate related transaction, provide in ployer fed. ID no., percentage of project to of lease. erty taxes? OWNER OWNER JSTRIAL If yes, please explain:	nformation on te be leased, type	nant(s) or of busine
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Is there an existing or proposed leas If applicant will not occupy 100% of the bustoner sheet including: name, present addreganization, relationship to applicant, date a ls owner or tenant(s) responsible for payment of Zoning district in which Project is located. Are there any variances or special permits in the second statement.	iding in a ress, emp and term of real proper INDU	a real estate related transaction, provide in ployer fed. ID no., percentage of project to of lease. erty taxes? OWNER OWNER JSTRIAL If yes, please explain: sed Extraction.	nformation on te be leased, type	of busine

	A. Is the Project reasonably necessary to preserve the competitive position of the Applicant or such Project Occupant? If yes, please explain:	YE	S
	N/A		
	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	
	N/A		
Does	the Project include facilities or property that are primarily used in making retail sales of goods es to customers who personally visit such facilities? If yes, please explain:	YES	
ICH 16	answer to question 14 is yes, what percentage of the cost of the Project will be expended acilities or property primarily used in making retail sales of goods or services ers who personally visit the Project?		
the a	answer to question 14 is yes, and the answer to question 15 is more than 33 33% indicate wh	other on.	6
	answer to question 14 is yes, and the answer to question 15 is more than 33.33%, indicate whing apply to the Project: A. Will the Project be operated by a not-for-profit corporation? If yes, please explain	ether any	of
В	ing apply to the Project.		of
B de	A. Will the Project be operated by a not-for-profit corporation? If yes, please explain Will the Project likely attract a significant number of visitors from outside the economic evelopment region in which the Project will be located? If yes, please explain: Would the Project Occupant, but for the contemplated financial assistance from The jency, locate the related jobs outside New York state? If yes, please explain:	YES	of
B dd	A. Will the Project be operated by a not-for-profit corporation? If yes, please explain Will the Project likely attract a significant number of visitors from outside the economic evelopment region in which the Project will be located? If yes, please explain: Would the Project Occupant, but for the contemplated financial assistance from The jency, locate the related jobs outside New York state? If yes, please explain:	YES	of

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
Opportunity Zone		
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 NO
Increase the number of permanent Jobs in the State of New York.		
17. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (incity, county and other political subdivision of the State of New York and all state departments, agencies, board corporations, public authorities or commissions) involved in approving or funding or directly undertaking act the Project. For example, do you need a municipal building permit to undertake the Project? State Historic you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal build planning or zoning commission which would give said approvals. Special Permit from Town of Union for use of Ethanol in the extraction process.	irds, pu ion witi	blic benefit respect to
18. Describe the nature of the involvement of the federal, state or local agencies described above: Town of Union Compliance		
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 such expenditures:		
\$2,200,000 for the acquisition of 60 Lester Ave and \$200,000 in Legal, Accounting, Bank fees and other Due expenses.	Diligen	ce

PROJECT BENEFITS/COSTS

1. NAME OF PROJECT BENEFICIARY ("APPLICANT"):

Great Eastern Hemp, LLC

2. ESTIMATED AMOUNT OF PROJECT BENEFITS SOUGHT:

A. Amount of Bonds Sought	\$ -
B. Value of Sales Tax Exemption Sought	\$ 80,000.00
C. Value of Real Property Tax Exemption Sought	\$ 1,203,247.00
D. Value of Mortgage Recording Tax Exemption Sought	\$
E. Interest Savings IRB Issue	\$

3. SOURCES AND USES OF FUNDS:

Financing Sources		
Equity	\$ 9,350,000.00	
Local Banks	\$ 1,650,000.00	Ī
	\$	
	\$	1
	\$	1
	\$	1
TOTAL	\$ 11,000,000.00	1

Application of Funds			
Land	\$		
Building Acquisition/Construction	\$ 2,200,000.00		
Expansion/Renovation	\$ 800,000.00		
Machinery & Equipment	\$ 6,500,000.00		
Working Capital	\$ 500,000.00		
Other	\$ 1,000,000.00		
TOTAL	\$ 11,000,000.00		

Project Description: Acquire renovate and equip the facility to process locally grown Hemp. In addition manufacture, package and distribute Hemp derived CBD products.

4.	PRO.	JECTED	PRO	JFCT	INVESTMENT:

A. Building and Land Related	Costs				_
	1. Land acquisition				_
	2. Acquisition of exis	ting structures	\$	2,200,000.0	(
	3. Renovation of exis	ting structures	\$	800,000.00	
	4. New construction		\$		
C. Machinery and Equipment C	osts		\$	6,500,000.0	0
D. Furniture and Fixture Costs			\$		
E. Working Capital Costs			\$	500,000.00	
F. Professional Services/Develop	ment Costs				- 3
	1. Architecture and Engi	neering	\$	150,000.00	
	2. Accounting/legal		\$	150,000.00	
	3. Development Fee		\$		
	4. Other service-related of	osts (describe)	\$	C. Share	1
G. Other Costs			\$	700,000.00	
H. Summary of Expenditures	Total Land-Related Cos	sts	\$		
	2. Total Building-Related (Costs		3,000,000.00	
	3. Total Machinery and Equ	ipment Costs		5,500,000.00	
	4. Total Furniture and Fixto	ure Costs	\$		
	5. Total Working Capital C	osts	\$ 5	00,000.00	
	6. Total Professional Service	ces/Development Costs	\$ 3	00,000.00	
	7. Total Other Costs		\$ 7	00,000.00	
		OTAL PROJECT COST	\$ 1:	1,000,000.00	
	A	GENCY FEE 1% % of project cost)		10,000.00	
	TO	OTAL PROJECT EXPENDITURES	\$ 11	1,110,000.00	

Have any of the above expenditures already been made by the applicant? If yes, please provide details:	YES NO
Acquisition and related costs.	
Plance list any man for a sixty of the sixty	
Please list any non-financial public benefits that the project will provide: Buying Locally Grown Crops and creating full time permanent jobs.	

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

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	0	0
YEAR 1	10	10
YEAR 2		
YEAR 3		

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

YEAR	TOTAL ANNUAL WAGES AND BENEFITS
CURRENT	\$ O
YEAR 1	\$ 200,000
YEAR 2	\$
YEAR 3	\$

It is the policy of The Agency/IDA to require the Applicant to use local labor, contractors and suppliers in projects that The Agency/IDA is providing financial assistance for. Please refer to the Appendix A (page 16). Local labor, contractors and suppliers shall be defined as employees and companies residing in the following Counties: Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, and Tompkins.

PROJECTED PERMANENT EMPLOYMENT IMPACT

PROJECTED EMPLOYMENT FIGURES - YEAR ONE	UNDER \$30,000	\$30,000 \$50,000	\$50,000 - \$75, 000	OVER \$75,000
Number of Full-Time Employees (FTE) earning		12		3
Number of Part-Time Employees earning				
Total Payroll For Full-Time Employees \$		400,000		300.000
Total Payroll For Part-Time Employees \$				

Total Payroll For Full-Time Employees \$	400,000	300,000
Total Payroll For Part-Time Employees \$		
Total Payroll For All Employees \$	400,000	300,000

PROJECTED EMPLOYMENT FIGURES - YEAR TWO	UNDER \$30,000	\$30,000 \$50,000	\$50.000 - \$75. 000	OVER \$75,000
Number of Full-Time Employees (FTE) earning		12	2	
Number of Part-Time Employees earning				

Total Payroll For Full-Time Employees \$	400,000	150,00	
Total Payroll For Part-Time Employees \$			
Total Payroll For All Employees \$	400.000	150,000	

PROJECTED EMPLOYMENT FIGURES - YEAR THREE	UNDER \$30,000	\$30,000 — \$50,000	\$50,000 - \$75,000	OVER \$75,000
Number of Full-Time Employees (FTE) earning		10	1	
Number of Part-Time Employees earning				

Total Payroll For Full-Time Employees	\$ 340,000	75,000	
Total Payroll For Part-Time Employees	\$		
Total Payroll For All Employees	\$ 340,000	75,000	

REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency/IDA as follows:

- 1. **STATEMENT OF NEED:** Applicant affirms that there is a likelihood that the project would not be undertaken but for the financial assistance provided by the Agency, or if not, the applicant will provide a statement indicating the reasons the project should be undertaken by the Agency.
- 2. **J0B 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.
- 3. FIRST CONSIDERATION FOR EMPLOYMENT: In accordance with Section 858-b(2) of the New York General Municipal Law, Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency/IDA, 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.
- 4. 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/IDA, 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.
- 5. **REGULATORY COMPLIANCE:** Applicant is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws and all provisions of article 18-a of the General Municipal Law.
- 6. EMPLOYMENT: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency/IDA, the Applicant agrees to file, or cause to be filed, with the Agency/IDA, on an annual basis, reports regarding the number of people employed at the Project site. The Chief Executive Office shall submit to the Agency/IDA 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.
- 7. **RECAPTURE POLICY:** The Agency/**IDA** reserves the right to recapture all or part of any benefits provided to the applicant if any of the following occur:
 - 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/IDA, State or Federal government.
 - e. The Applicant failed to achieve any minimal new job creation figures specified by and within the time-frames specified by the Agency/IDA.
 - f. Failure of the applicant to make timely PILOT payments.
 - g. Failure to cooperate with Agency personnel in providing data of project progress.
 - h. The applicant has committed a material violation of the terms & conditions of a project agreement.
 - i. The applicant has committed a material violation of the terms & conditions of the sales and use tax exemption benefit.

B. ABSENCE OF CONFLICTS OF INTEREST: The Applicant has reviewed from the Agency/ IDA a list of the members, officers and employees, which is publicly viewable at www.theagency-ny.com. No member, officer or employee of the Agency/IDA has an interest, whether direct or indirect, in a transaction contemplated by this Application, execpt as hereinafter described:
An existing Vendor for the property has been retained. Vendor is related to a Board Member. Choice Lawn Care (Snow Removal) John Sacco
9. 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:
10. FEES: This Application must be submitted with a non-refundable \$1,000 application fee to the Agency/IDA.
The Agency/IDA has established a general Agency fee in the amount of 1% of the total cost of the project. The Agency/IDA will charge annually an administrative fee of \$1,500 to cover ongoing compliance and oversight; the
ee shall be payable January 1 of each year until all financing documents shall terminate and be discharged and satisfied.
Title: Managing Director

DOCUMENT LISTS

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

Plea	ase ensure that the following items are delivered with the application:			
1. A	\$1,000 Application Fee.	- [■ YES	S NO
2. A	n EAF (Environmental Assessment Form).	- [i	YES	NO NO
3. H	ave financing arrangements been made	- [i	YES	NO
Prio to Ti	r to the closing of this transaction, Applicant shall deliver the following documentation (where he Agency/IDA's legal counsel:	appli	cable	to the project)
1.	Insurance Certificate Certificate of Worker's Compensation Insurance (The Agency/IDA named as additional insured).	_ [YES	■ NO
	Certificate of General Liability Insurance (The Agency/IDA 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 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 (The Agency/IDA named as additional insured).	-	YES	NO 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 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	MO 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 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.

As of the date of the Application this project is in substantial compliance with all provisions of GML Article 18-A, including but not limited to, the provisions of GML Section 859-a and GML Section 862(1) (the anti-raid provision) and if the project involves the removal or abandonment of a facility or plant within the state, notification by the IDA to the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located.

Applicant has read and fully understands The Agency/IDA's Uniform Tax Exemption Policy.

Applicant hereby releases The Agency/IDA and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency/IDA") from, agrees that the Agency/IDA shall not be liable for and agrees to indemnify, defend and hold the Agency/IDA harmless from and against any and all liability arising from or expense incurred by: (i) the Agency/IDA'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/IDA; and (ii) the Agency/IDA'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/IDA 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/IDA, its agents or assigns, all actual costs incurred by the Agency/IDA in the processing of the Application, including attorneys' fees, if any. By:

(Applicant)

Sworn to before me this

(Notary Public)

CARRIE L. HORNBECK
Notary Public, State of New York
Registration #01HO6105935
Qualified In Broome County
Commission Expires

APPENDIX A - ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE

Local General Contractor, Subcontractor, Trades and Labor Policy

It is the goal of the The Agency/IDA to maximize the use of local labor for each project that receives benefits from the Agency/IDA. This policy applies to general contractors, subcontractors, trade professionals, and their employees. The Agency/IDA's Local Labor Area consists of the following New York State counties: Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga and Tompkins.

Every applicant is obligated to provide written proof and data (see attached ... forms) to the Agency/IDA as to the physical location of all the contractors who will work on the project.

The Agency/IDA will review the data provided and determine, on a case-by-case basis and in a fully transparent manner, whether the Applicant has substantially conformed to the policy.

An Applicant will not be deficient if the proposed project requires specifically skilled labor that is unavailable in the Local Labor Area.

An Applicant will not be deficient if the proposed project utilizes parts and supplies assembled elsewhere because no such assembly is available in the Local Labor Area.

An Applicant will be held non-compliant with the Labor Policy if it imports labor from outside the Local Labor Area when equal labor that is ready, willing, cost competitive, etc. resides in the Local Labor Area.

The Agency/IDA may determine on a case-by-case basis to waive any portion of this 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 if other compelling circumstances exist.

In consideration of the extension of financial assistance by the Agency/IDA Great Eastern Hemp LLC (the Applicant) understands the Local Labor Policy and agrees to submit either or both a Local Labor Utilization Report or a Non Local Labor Utilization Report at the time that construction begins on the project to the Agency and as part of a request to extend the valid date of the Agency/IDA's tax-exempt certificate for the Great Eastern Hemp LLC (the project).

The Applicant understands an Agency/IDA 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/IDA before a tax-exempt certificate is issued or extended.

The Applicant further understands that if the required forms are not submitted to the Agency/IDA, the Agency/IDA shall have the authority to immediately terminate any and all Financial Assistance being provided to the Project.

I agree to the conditions of this agreement and certify all information provided regarding the construction and employment activities for the Project as of <u>January 8 2020</u> (date).

APPLICANT: Great Eastern Hemp LLC	
REPRESENTATIVE FOR CONTRACT BIDS/AWARDS: Brian Hayn	es
ADDRESS: 28 Weymouth Lane	
CITY: Johnson City STATE: NY	ZIP: 13790 PHONE: 917-575-4067
EMAIL: haynesb@haynesny.com	
PROJECT ADDRESS: 60 Lester Ave.	
AUTHORIZED REPRESENTATIVE: Brian Haynes	ППLE: Managing Director
SIGNATURE:	
Sworn to before me this	
CARRIE L. HORNBECK Notary Public, State of New York Registration #01HO6105935	

Qualified In Broome County
Commission Expires (23 362)
The following organizations must be solicited in writing for the purpose of meeting the requirements of this Agreement:

**Documentation of solicitation MUST be provided to the Agency

The Builders Exchange of the Southern Tier, Inc. 15 Belden Street Binghamton, NY 13903 brad@bxstier.com (607) 771-7000

Binghamton/Oneonta Building Trades Council 11 Griswold Street Binghamton, NY 13904 raikens@iuoe158.org (607) 723-9593

Tompkins-Cortland Building Trades Council 622 West State Street Ithaca, NY 14850 tbrueribew241@gmail.com (607) 272-3122 Southern Tier Building Trades Council 1200 Clemens Center Parkway Elmira, NY 14901 ibew139ba@aol.com (607) 732-1237

Dodge Reports
http://construction.com/dodge/submit-project.asp
830 Third Ave., 6th Floor
New York, NY 10022
support@construction.com
(877) 784-9556

LOCAL LABOR UTILIZATION REPORT

To be completed for all contractors residing within the Broome County IDA Local Labor Area

PROJECT ADDRESS:		CITY:		STATE:	ZIP:					
EMAIL:			PHONE:	-						
GENERAL CONTRACTO	R/CONSTRUCTION MANAG	SER:								
CONTACT:				1444						
ADDRESS:		CITY:	ITY: STATE: ZIP:							
EMAIL:			PHONE:							
ITEM	CONTRACT/SUB	ADDRESS	EMAIL	PHONE	AMOUNT					
Site/Demo										
oundation/Footings										
Building										
Masonry										
Metals										
Wood/Casework										
Thermal/Moisture										
Doors, Windows & Glazing										
Finishes										
Electrical										
HVAC										
Plumbing										
Specialties										
M& E										
FF&E										
Utilities										

NON LOCAL LABOR UTILIZATION REPORT To be completed for all contractors not residing within the Broome County IDA **Local Labor Area** 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 2,200,000 Masonry Metals Wood/Casework Thermal/Moisture Doors, Windows & Glazing **Finishes** Electrical **HVAC** Plumbing **Specialties** M&E FF & E Utilities

	Company Representative	Date
CHECK IF THIS IS YOUR FINAL REPORT	THAT ARE WORKING AT THE PROJECT SITE.	
CHECK IF CONSTRUCTION IS COMPLETE	I CERTIFY THAT THIS IS AN ACCURATE ACCOU	NTING OF THE CONTRACTORS

Paving/Landscaping

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

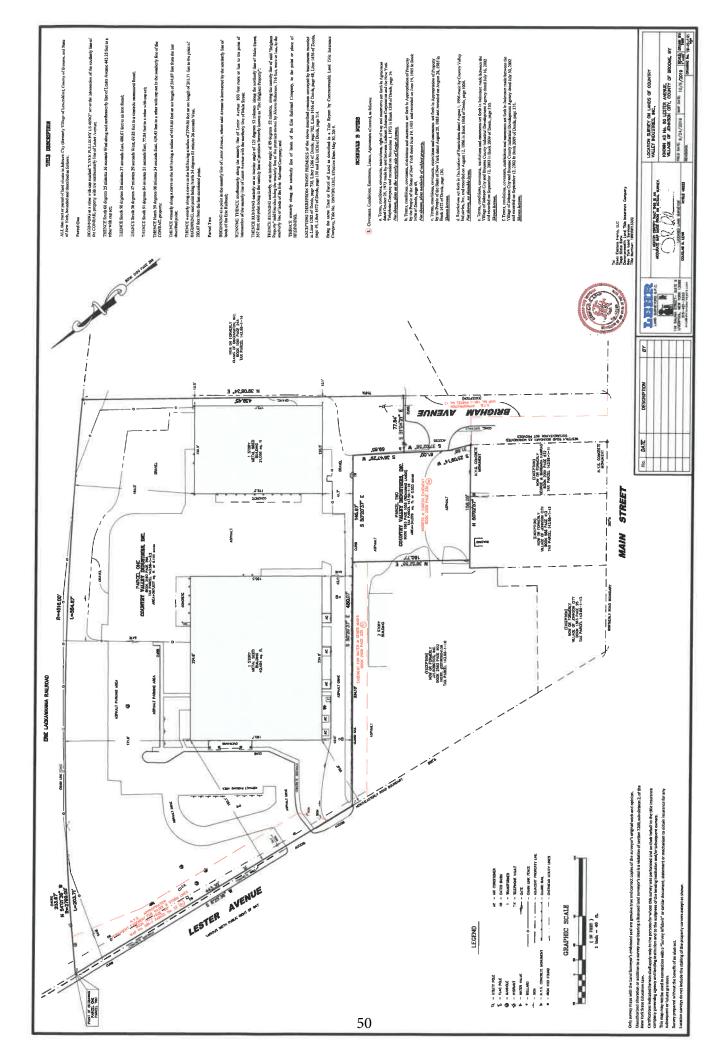
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information								
Great Eastern Hemp LLC								
Name of Action or Project:								
Great Eastern Hemp LLC								
Project Location (describe, and attach a location map): 60 Lester Ave Johnson City NY								
Brief Description of Proposed Action: Equip existing facility to extract and process hemp for both wholesale and retail dis	4.21							
- 44-19 oxidating to oxidate and process fremp for both wholesale and retail dis	unbuuon.							
Name of Applicant or Sponsor:								
Great Eastern Hemp LLC	Telephone: 917-575-40							
	E-Mail: haynesb@hayr	l: haynesb@haynesny.com						
Address:								
60 Lester Ave								
City/PO: Johnson City	State:	Zip Code:						
	NY	13790						
1. Does the proposed action only involve the legislative adoption of a plan, loca administrative rule, or regulation?			ES					
If Yes, attach a narrative description of the intent of the proposed action and the e	nvironmental resources th	at 🗸 🗀	٦					
may be affected in the municipality and proceed to Part 2. If no, continue to ques								
2. Does the proposed action require a permit, approval or funding from any other If Yes, list agency(s) name and permit or approval: Special Permit. Town of Union	r government Agency?	NO YI	ES					
22 2 55, not agone) (6) name and permit of approval.								
3. a. Total acreage of the site of the proposed action?	6.1 acres							
b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned	0 acres							
or controlled by the applicant or project sponsor?	0 acres							
4. Check all land uses that occur on, are adjoining or near the proposed action:			-					
	1 🗖 🖪 😘 😘 😘 😘							
	•	oan)						
Forest Agriculture Aquatic Other(Spec	ify):							
Parkland								

47

5.	I	s the proposed action,	NO	YES	N/A					
	a	a. A permitted use under the zoning regulations?		1						
	b	c. Consistent with the adopted comprehensive plan?		V						
6.	Is	s the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES					
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			V					
7.	Is	s the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES					
If Y	Yes	s, identify:			П					
-					17770					
8.	a.	. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES					
	b. Are public transportation services available at or near the site of the proposed action?									
	C.	Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			✓					
9.	D	oes the proposed action meet or exceed the state energy code requirements?		NO	YES					
If t	he 1	proposed action will exceed requirements, describe design features and technologies:								
Mee	t ex	xisting code requirements		\Box						
10.	W	Vill the proposed action connect to an existing public/private water supply?		NO	YES					
		If No, describe method for providing potable water:								
11	337									
11.	VV	Till the proposed action connect to existing wastewater utilities?		NO	YES					
		If No, describe method for providing wastewater treatment:								
-				Ш						
12.	a	Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district	-	NO	YES					
Whi Con	ch : nm	is listed on the National or State Register of Historic Places, or that has been determined by the issioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the	Ī	V	П					
Stat	e R	Register of Historic Places?	-							
arch	b. aec	Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for ological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		✓						
13.	a.	Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain etlands or other waterbodies regulated by a federal, state or local agency?		NO	YES					
		•		$ \mathbf{V} $						
		Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		$\overline{\mathbf{V}}$						
If Y	es,	identify the wetland or waterbody and extent of alterations in square feet or acres:	_							
_	_				1 1-1					
_										

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
Shoreline Forest Agricultural/grasslands Early mid-successional		
☐Wetland ☑ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?	V	
16. Is the project site located in the 100-year flood plan?	NO	YES
	\checkmark	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	$\overline{\mathbf{V}}$	
a. Will storm water discharges flow to adjacent properties?	V	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?		V
If Yes, briefly describe:		
Existing Storm Water System		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:		
	النا	ш
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:		
	V	
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST MY KNOWLEDGE	ST OF	
Applicant/sponsor/name: Great Eastern Hemp LLC Date: January 7,2020)	
Signature:Title:		



GREAT EASTERN HEMP

RENEET	\$108 956 05	\$111 135 17	\$113 357 87	\$115,527.07	\$117,937.53	\$65.818.26	\$68,224.18	\$70 678 23	\$73.181.35	\$75,73 <i>A</i> 5 <i>A</i>	\$51,04.34 \$51,000,70	\$52,033.76 \$52,756,10	\$33,730.12 \$56,466.50	¢50,403,30	57.677/600	\$62,048.16	.,203,247.09
PILOT PAYMENT	\$0.00	\$0.00			\$0.00	\$54,478.03	\$54,478.03	\$54.478.03	\$54.478.03	\$54.478.03	\$81 717 04	\$81 717 04	\$81 717 04	\$21,1704	+O./1/.04	\$81,717.04	\$680,975.31 \$1,203,247.09
% INCREASE	%0	%0	%0	%0	%0	20%	20%	20%	20%	20%	25%	25%	25%	25%	2	25%	
FULL TAXES	\$108,956.05	\$111,135.17	\$113,357.87	\$115,625.03	\$117,937.53	\$120,296.28	\$122,702.21	\$125,156.25	\$127,659.38	\$130,212.57	\$132,816.82	\$135,473.15	\$138,182.62	\$140,946.27		\$143,765.19	\$1,884,222.40
YEAR	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	1000	2034	

Based on an assumed 2% property tax increase per year Current Assessment \$0 (No current taxes being paid) Final Assessment: \$9,435,000

REAL ESTATE AGREEMENT OF SALE

Between

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY (As Seller)

-and-

BINGHAMTON LOCAL DEVELOPMENT CORPORATION (As Buyer)

Dated: January _____, 2020

PROPERTY

A Portion of Premises Commonly Known As 30 Charles Street, Binghamton, Broome County, New York Broome County Tax Map Parcel Number 144.70-1-31.1 Consisting of 6.2114 Acres

REAL ESTATE AGREEMENT OF SALE

THIS REAL ESTATE AGREEMENT OF SALE (the "Agreement") is made as of January ______, 2020 by and between the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at FIVE South College Drive, Suite 201, Binghamton, New York 13905 (the "Seller"), and the BINGHAMTON LOCAL DEVELOPMENT CORPORATION, a not-for-profit corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at City Hall, Fourth Floor, Binghamton, New York 13901, (the "Buyer") (the "Seller" and the "Buyer" are hereinafter, collectively, referred to as the "Parties").

BACKGROUND

- (1) Seller is the owner of properties more particularly defined in Exhibit "A" attached hereto, together with all easements, rights and privileges appurtenant thereto and hereinafter collectively referred to as (collectively, the "Premises"); and
- (2) Seller is prepared to sell, transfer and convey the Premises to Buyer, and Buyer is prepared to purchase and accept the same from Seller, all for the purchase price and on the other terms and conditions contained hereinafter set forth.

TERMS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereto agree:

- 1. <u>SALE AND PURCHASE</u>. Seller hereby agrees to sell, transfer and convey the Premises to Buyer, and Buyer hereby agrees to purchase and accept the Premises from Seller, in each case for the purchase price and, on and subject to, the other terms and conditions set forth in this Agreement.
- 2. <u>PURCHASE PRICE</u>. The aggregate purchase price for the Premises (the "Purchase Price") shall be THIRTY AND 00/100 DOLLARS (\$30,000.00), per acre for 6.2114 acres, or ONE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED FORTY TWO AND 00/100 (\$186,342.00), which amount, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer as follows:
- 2.1. <u>DEPOSIT</u>. TWENTY THOUSAND AND 00/100 Dollars (\$20,000.00) (the "Deposit") delivered by Buyer to Seller upon closing of this Agreement.
- 2.2. <u>BALANCE OF PURCHASE PRICE</u>. The balance of the Purchase Price to be paid upon the sale or sales of all or portions of the Premises over the term of this Agreement. Upon the closing of such sale or sales, Buyer shall deliver to Seller the net proceeds of such sale or sales after deduction of the ordinary and reasonable expenses of closing. The obligations of the Buyer hereunder shall survive closing and passing of title to the Buyer.

- 3. <u>COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.</u> Seller covenants, represents and warrants to Buyer as follows:
- 3.1. <u>AUTHORITY</u>. Seller has taken all action necessary to approve and effect the transaction contemplated hereby and no consents of any third party are required.
- 3.2. NO BREACH. The execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any of the terms or provisions of, or constitute a default or an acceleration under any agreement to which Seller is a party or by which Seller or the Premises is bound, or any judgment, writ, trust, decree or order of any court or government body, or any applicable law, rule or regulation.
- 3.3. <u>TITLE</u>. Seller has, and at Closing hereunder will convey and transfer to Buyer, good and marketable, legal and equitable title to the Premises, such as can be insured by a Title Insurer on an ALTA Owner's Policy, to be paid for by Buyer at Buyer's sole cost and expense, free and clear of all mortgages, liens, claims, judgments, encumbrances, ground rents, leases, encroachments and any other matters affecting title, subject to all existing easements, restrictions, and rights of way, to which the Premises are presently subject.
- 3.4. <u>NO CONDEMNATION</u>. There is no pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the Premises. Seller has not received any written notice of any of the same and has no knowledge that any such proceeding is contemplated.
- 3.5. <u>NO RIGHTS IN OTHERS</u>. No person or other entity has (a) any right or option to acquire all or any portion of the Premises, or (b) any tenancy or other interest or right of occupancy in or with respect to all or any portion of the Premises.

3.6. COMPLIANCE.

- 3.6.1. To Seller's knowledge, the zoning classification for the Premises is manufacturing.
- 3.6.2. To Seller's knowledge, there are no existing violations, and Seller has not received any written notices, of any violations, orders, claims, citations, penalty assessments, orders, investigations or proceedings under any laws, ordinances and regulations.
- 3.7. <u>LITIGATION</u>. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting all or any portion of the Premises, or relating to or arising out of the ownership, management or operation of all or any portion of the Premises, or this Agreement, or the transaction contemplated hereby, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, whether or not covered by insurance, including but not limited to proceedings for or involving condemnation, eminent domain actions, alleged building code or zoning violations, personal injuries or property damage. There is no insolvency or bankruptcy proceeding pending or, to the knowledge of Seller, contemplated involving Seller as debtor. In

the event any proceeding of the character described in this paragraph is initiated prior to Closing, Seller shall promptly advise Buyer thereof in writing.

- 3.8. <u>ENVIRONMENTAL MATTERS</u>. To Seller's knowledge, the Premises is in compliance in all material respects with all applicable environmental laws. There is no pending, or to Seller's knowledge, threatened civil or criminal litigation, notice of violation or administrative action or proceeding with respect to the Premises under any environmental laws. To Seller's knowledge, there are no present events, conditions, circumstances, or practices, incidents or action which may give rise to any legal liability or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation against or involving the Premises arising out of any violation or alleged violation of the environmental laws in effect on the date hereof. Buyer at its own expense may obtain a Phase I Environmental Report as per ASTM Standard Practice E1527-13. Seller shall provide Buyer and/or its consultant(s) access to the Premises as reasonably necessary to perform said Phase I.
- 3.9. <u>PUBLIC STREETS</u>. The Premises is located along one or more dedicated public streets.
- 3.10. <u>MECHANICS' LIENS</u>. No work has been performed or is in progress at, and no materials have been furnished to, the Premises which, though not presently the subject of, might give rise to, mechanics', material suppliers', or other liens against the Premises or any portion thereof. If any lien for such work is filed after Closing hereunder, Seller shall promptly discharge the same at its cost.
- 3.11. <u>"FIRPTA"</u>. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.
- 4. <u>COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER</u>. Buyer covenants, represents and warrants to Seller as follows:
- 4.1. <u>AUTHORITY</u>. Buyer has the power and authority to execute this Agreement.
- 4.2. <u>NO BREACH</u>. The execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under any agreement to which Buyer is a party, or by which Buyer is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.
- 5. <u>CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS</u>. All of Buyer's obligations hereunder (including, without limitation, its obligation to purchase and accept the Premises from Seller) are expressly conditioned on the satisfaction at or before the time of Closing hereunder or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option): approval by a majority of the Board of Directors of the Binghamton Local Development Corporation.

- 5.1. <u>ACCURACY OF REPRESENTATIONS</u>. All of the covenants, representations and warranties of Seller contained in this Agreement shall have been true and correct when made, and shall be true and correct on the date of Closing with the same effect as if made on and as of such date.
- 5.2. <u>PERFORMANCE</u>. Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.
- 5.3. <u>DOCUMENTS AND DELIVERIES</u>. All instruments and documents required on Seller's part to effect this Agreement and the transaction contemplated hereby, all as set forth in Section 8.2 hereof, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein and otherwise reasonably satisfactory to Buyer and its counsel.
- 5.4. <u>ACCESS</u>. At all reasonable times prior to Closing, Buyer, its agents and representatives, shall be entitled to enter upon the Premises, on reasonable notice to Seller, to perform inspections and tests of the Premises, including, but not limited to, surveys, environmental site assessments, and examinations and tests of geophysical and subsurface conditions, make investigations with regard to zoning and building code requirements and other matters, and review and examine the title to the Premises, and all instruments, documents or certificates relating thereto. Seller shall promptly repair any damage to the Premises as a result of such inspections.
- 5.5. <u>SPECIAL CONDITIONS</u>. Buyer shall have forty-five (45) days from the date of this Agreement (the "Due Diligence Period") to perform all such inspections, tests, examinations and assessments of the Premises and obtain such approvals as Buyer deems necessary or desirable in connection with Buyer's purchase and use of the Premises, including the following:
- 5.5.1. Buyer shall have conducted such environmental inspections, assessments and studies of the Premises as Buyer deems necessary or desirable in connection with Buyer's purchase and use of the Premises and the results of the same are satisfactory to Buyer in Buyer's sole discretion. Buyer acknowledges that Buyer is purchasing the Premises on the basis of Buyer's environmental review and not in reliance upon any environmental representations of Seller. Notwithstanding anything herein to the contrary, the Parties agree that nothing in this Agreement authorizes Buyer to conduct any environmental inspections, assessments or testing beyond a Phase I, including, without limitation, any Phase II environmental site assessment, without express written consent of Seller, regardless of whether such additional environmental testing is recommended by any Phase I environmental site assessment or other environmental tests, inspections or assessments authorized under this Agreement.
- 5.5.2. The issuance by the City of Binghamton of all municipal approvals necessary and required for Buyer's intended use of the Premises.
 - 5.5.3. Prior to the expiration of the Due Diligence Period, the Buyer shall

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have the option to terminate this Agreement, in writing, upon which this Agreement shall terminate and the Parties shall have no further rights or obligations with respect thereto.

- 6. <u>CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS</u>. All of Seller's obligations hereunder (including, without limitation, its obligation to sell and convey the Premises to Buyer) are expressly conditioned on the satisfaction at or before time of Closing hereunder or at or before such earlier time expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option):
- 6.1. <u>ACCURACY OF REPRESENTATIONS</u>. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct when made and shall be true and correct on the date of Closing with the same effect as if made on and as of such date.
- 6.2. <u>PERFORMANCE</u>. Buyer shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on their part prior to or as of Closing hereunder.
- 6.3. <u>DOCUMENTS AND DELIVERIES</u>. All instruments and documents required on Buyer's part to affect this Agreement and the transaction contemplated hereby, all as set forth in Section 8.3 hereof, shall be delivered to Seller and shall be in form and substance consistent with the requirements herein and otherwise reasonably satisfactory to Seller and its counsel.

7. TITLE DEFECTS; FAILURE OF CONDITIONS.

- 7.1. <u>TITLE DEFECTS</u>. In the event Seller shall not be able to convey title to the Premises on the date of Closing in accordance with the provisions of Section 3.3 of this Agreement, then Buyer shall have the option, exercisable by written notice to Seller at or prior to the Closing, of accepting at Closing such title as Seller is able to convey, with no deduction from or adjustment of the Purchase Price, in which event the Parties shall proceed to close the sale and transfer of the Premises as provided in this Agreement.
- 7.2. FAILURE OF CONDITIONS. If all of the conditions precedent set forth in Section 5 or Section 6 hereof have not been satisfied in full at or prior to Closing, then either Buyer (in the event of a failure of the conditions in Section 5 hereof) or Seller (in the event of a failure of the conditions in Section 6 hereof) may either (a) waive any unsatisfied condition precedent, in which event the Parties shall proceed to close the sale and transfer of the Premises as provided in this Agreement, or (b) decline to proceed to Closing, and in the latter event, all obligations, liabilities and rights of the Parties under this Agreement shall terminate and the Parties shall have no further rights or obligations with respect thereto.

8. CLOSING: DELIVERIES.

8.1. The Closing under this Agreement (the "Closing") shall be held on or about March 1, 2020 (the "Closing Date"), at the offices of Seller's attorney, unless another time,

date or place is agreed to in writing by Seller and Buyer.

- 8.2. At Closing, Seller shall deliver to Buyer the following (all in form and substance satisfactory to Buyer and Buyer's counsel):
- 8.2.1. A bargain and sale deed to the Premises, duly executed and acknowledged by Seller and in proper form for recording, conveying fee simple title to the Premises to Buyer.
- 8.2.2. Such affidavits or documentation as the Title Insurer shall require in order to issue, without additional charge, policies of title insurance free and clear of all liens and exceptions.
- 8.2.3. The proof of payment of each bill for current real estate taxes, PILOT payments, sewer charges and assessments, water charges and other utilities, together with proof of payment thereof (to the extent the same have been paid).
- 8.2.4. The Foreign Investors Real Property Tax Act Certification and Affidavit.
- 8.2.5. All other instruments and documents required on the part of Seller to effectuate this Agreement and the transaction contemplated thereby.
- 8.3. At Closing, Buyer shall deliver to Seller the following (all in form and substance satisfactory to Seller and Seller's counsel): a bank certified or cashier's check or, at Seller's discretion given by written notice at least five (5) business days prior to Closing, a wire transfer, in any case in the amount required under Section 2.1 hereof and payable to or transferred to the order or account of Seller or to such other person or entity as Seller shall designate in writing.

9. INTENTIONALLY OMITTED.

10. APPORTIONMENTS AND EXPENSES.

- 10.1 <u>APPORTIONMENTS</u>. Except as otherwise specifically provided below, all expenses and obligations relating to the operation of the Premises shall be pro rated between Buyer and Seller as of the close of business on the date of Closing. Whether amounts are allocable for the above purposes for the period before or after Closing shall be determined in accordance with generally accepted accounting principles using the accrual method.
- 10.2. <u>EXPENSES</u>. Each party will pay all its own expenses incurred in connection with this Agreement and the transaction contemplated hereby, including, without limitation, (i) all costs and expenses stated herein to be borne by a party, and (ii) all of their respective accounting, legal and appraisal fees.

11. DEFAULTS PRIOR TO CLOSING.

11.1. DEFAULT BY BUYER. In the event Buyer is in default under this

Agreement at or prior to Closing and if, as a result thereof, a Closing hereunder shall not occur, then Seller shall be entitled to pursue any rights, powers or remedies available to Seller by law, in equity or by contract, including specifically, but without limitation, the right to terminate and cancel this Agreement, in which event, this Agreement shall terminated and the Parties shall be relieved of all further obligation and liability hereunder.

- 11.2. <u>DEFAULT BY SELLER</u>. In the event Seller is in default under this Agreement at or prior to Closing and if, as a result thereof, a Closing hereunder shall not occur, then Buyer shall be entitled to pursue any rights, powers or remedies available to Buyer by law, in equity or by contract, including specifically, but without limitation, the right: (1) to specifically enforce this Agreement against Seller, or (2) to terminate and cancel this Agreement, in which event all monies paid by Buyer on account of the Purchase Price, shall forthwith be returned to Buyer, and thereupon this Agreement shall terminate and the Parties shall be relieved of all further obligation and liability hereunder.
- 12. <u>UNDERTAKINGS BY SELLER AND BUYER</u>. In addition to the obligations required to be performed hereunder by Seller and Buyer at Closing, Seller and Buyer each agree to perform such other acts, and to execute, acknowledge and deliver, prior to, at or subsequent to Closing, such other instruments, documents and other materials as the other may reasonably request and as shall be necessary in order to effect the consummation of the transaction contemplated hereby and to vest title to the Premises in Buyer.
- 13. <u>TENDER</u>. Formal tender of an executed deed and purchase money is hereby waived; but nothing herein shall be deemed a waiver of the obligation of Seller to execute, acknowledge and deliver the deed or other instruments referred to in Section 8, or the concurrent obligation of Buyer to pay the Purchase Price at Closing as provided in Section 2.
- 14. NOTICES. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given if hand delivered or sent by an express mail service or by courier, then if and when delivered to and received by the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (ii) if mailed, then on the next business day following the date on which such communication is deposited in the United States mail, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

If to Seller:

Broome County Industrial Development Agency FIVE South College Drive Suite 201 Binghamton, New York 13905

Attn: Executive Director

With a required copy to:

Joseph B. Meagher, Esq.
Thomas, Collison & Meagher
1201 Monroe Street
P.O. Box 329
Endicott, New York 13761-0329

If to BLDC:

Binghamton Local Development Corporation Binghamton City Hall Fourth Floor Binghamton, New York 13901

Attn: Executive Director

With a required copy to:

Corporation Counsel Binghamton City Hall Third Floor Binghamton, New York 13901

15. <u>BROKER</u>. The Parties agree that no real estate broker has brought the Parties together in connection with the sale and purchase contemplated hereby. Each party represents to the other that neither has made any agreement or taken any action which may cause any broker, agent or person to become entitled to a brokerage or other fee or commission as a result of the transaction contemplated by this Agreement. Seller and Buyer each hereby indemnify and shall defend the other from any and all claims, actual or threatened, for compensation by any third party by reason of such Party's breach of its representation or warranty contained in this Section 15.

16. MISCELLANEOUS.

- 16.1. <u>ASSIGNABILITY</u>. Buyer may assign or transfer prior to Closing any portion or all its rights or obligations under this Agreement to any other individual, entity or other person without the prior written consent of Seller, provided, however, that Buyer shall remain liable hereunder notwithstanding any such assignment.
- 16.2. <u>GOVERNING LAW; PARTIES IN INTEREST</u>. This Agreement shall be governed by the laws of the State of New York, and shall bind and insure to the benefit of the Parties hereto and their respective successors and assigns.
- 16.3. <u>TIME OF THE ESSENCE</u>. All times, wherever specified herein for the performance by Seller or Buyer of their respective obligations hereunder, are of the essence of this Agreement.
- 16.4. <u>HEADINGS</u>. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- 16.5. <u>COUNTERPARTS</u>. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16.6. ENTIRE AGREEMENT; AMENDMENTS. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom

enforcement of any waiver, change, modification, consent or discharge is sought.

IN WITNESS WHEREOF, the Parties have executed and delivered this Real Estate Agreement of Sale as of the date first above written.

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
By:Stacey Duncan, Executive Director
Suddy Buildin, Excedit ve Bricetor
BINGHAMTON LOCAL
DEVELOPMENT CORPORATION
By:
Executive Director

EXHIBIT "A"

PARCEL 1

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND, BEING A PORTION OF THE PROPERTY ACQUIRED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY BY DEED RECORDED IN THE BROOME COUNTY CLERK'S OFFICE IN LIBER 2134 AT PAGE 637 ON DECEMBER 30, 2005, LYING AND BEING EASTERLY OF EMERSON PARKWAY, NORTHERLY OF PHELPS STREET AND WESTERLY OF HALFORD STREET IN THE CITY OF BINGHAMTON, COUNTY OF BROOME, STATE OF NEW YORK, WITH ALL BEARINGS BEING REFERRED TO TRUE NORTH AT THE 76 DEGREE 35 MINUTE MERIDIAN OF WEST LONGITUDE (CORS 2011), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT ITS INTERSECTION WITH THE EASTERLY STREET BOUNDARY OF EMERSON PARKWAY AND THE NORTHERLY STREET BOUNDARY OF PHELPS STREET, SAID POINT BEING THE POINT OR PLACE OF BEGINNING;

RUNNING THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID STREET BOUNDARY OF EMERSON PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 04 DEGREES 52 MINUTES 21 SECONDS WEST, A DISTANCE OF 96.68 FEET TO A POINT; 2) NORTH 10 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 198.27 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY 100 SAVEAROUND PARKWAY, LLC (LIBER 2542, PAGE 351, RECORDED NOVEMBER 27, 2017) ON THE NORTH;

THENCE SOUTH 76 DEGREES 42 MINUTES 05 SECONDS EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 215.45 FEET TO A FOUND 1/2 INCH REBAR WITH 'HULBERT' CAP ON THE WESTERLY STREET BOUNDARY OF HALFORD STREET;

THENCE ALONG THE LAST MENTIONED STREET BOUNDARY, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 13 DEGREES 17 MINUTES 55 SECONDS WEST, A DISTANCE OF 36.65 FEET TO A FOUND 1/2 INCH REBAR; 2) SOUTH 76 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY LAURIE A. GEHRELIN (LIBER 1511, PAGE 60, RECORDED FEBRUARY 5, 1986) ON THE EAST;

THENCE SOUTH 13 DEGREES 14 MINUTES 55 SECONDS WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 120.00 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID

EXHIBIT "A" (Continued)

PROPERTY OWNED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD D. AND COLLEEN M. DEYO (LIBER 1219, PAGE 703, RECORDED OCTOBER 15, 1974) ON THE SOUTH;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 76 DEGREES 42 MINUTES 05 SECONDS WEST, A DISTANCE OF 33.41 FEET TO A FOUND 5/8 INCH REBAR WITH ALUMINUM CAP (ILLEGIBLE); 2) SOUTH 13 DEGREES 17 MINUTES 55 SECONDS WEST, A DISTANCE OF 132.65 FEET TO A METAL DETECTOR PING IN CONCRETE SIDEWALK ON SAID NORTHERLY STREET BOUNDARY OF PHELPS STREET;

THENCE NORTH 76 DEGREES 55 MINUTES 55 SECONDS WEST, ALONG THE LAST MENTIONED STREET BOUNDARY, A DISTANCE OF 148.44 FEET TO THE POINT OF

BEGINNING. CONTAINING 56,294 SQUARE FEET OR 1.2923 ACRES, MORE OR LESS, AS SHOWN ON THE MAP REFERENCED BELOW.

SUBJECT TO ANY MUNICIPAL, PUBLIC, OR PRIVATE EASEMENTS IN EXISTENCE OR OF RECORD.

MAP ENTITLED "BOUNDARY SURVEY, 30 CHARLES STREET, PORTION OF TAX MAP NO. 144.70-1-31.1, CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK STATE", PROJECT NO 19039.02, SHEET NO. CS001, DATED APRIL 22, 2019, PREPARED BY HULBERT ENGINEERING AND LAND SURVEYING, DPC.

BEING A PORTION OF THE PROPERTY ACQUIRED BY THE BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY BY DEED RECORDED IN THE BROOME COUNTY CLERK'S OFFICE IN LIBER 2134 AT PAGE 637 ON DECEMBER 30, 2005.

PARCEL 2

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND, BEING A PORTION OF THE PROPERTY ACQUIRED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY BY DEED RECORDED IN THE BROOME COUNTY CLERK'S OFFICE IN LIBER 2228 AT PAGE 120 ON MAY 23, 2008, LYING AND BEING EASTERLY OF EMERSON PARKWAY AND NORTHERLY OF NOVA WAY IN THE CITY OF BINGHAMTON, COUNTY OF BROOME, STATE OF NEW YORK, WITH ALL BEARINGS

BEING REFERRED TO TRUE NORTH AT THE 76 DEGREE 35 MINUTE MERIDIAN OF WEST LONGITUDE (CORS 2011), BOUNDED AND DESCRIBED AS FOLLOWS:

EXHIBIT "A" (Continued)

BEGINNING AT A POINT AT ITS INTERSECTION WITH THE EASTERLY STREET BOUNDARY OF EMERSON PARKWAY AND THE NORTHERLY STREET BOUNDARY OF NOVA WAY, SAID POINT BEING THE POINT OR PLACE OF BEGINNING:

RUNNING THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID STREET BOUNDARY OF EMERSON PARKWAY, THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 05 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 329.11 FEET TO A POINT; 2) NORTH 50 DEGREES 07 MINUTES 31 SECONDS WEST, A DISTANCE OF 74.83 FEET TO A POINT; 3) SOUTH 84 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.98 FEET TO A POINT;

THENCE NORTH 04 DEGREES 44 MINUTES 56 SECONDS WEST, THROUGH SAID PROPERTY OWNED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, A DISTANCE OF 112.89 FEET TO A 6' WROUGHT IRON FENCE POST AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SPRING FOREST CEMETERY ASSOCIATION (NO DEED OF RECORD) ON THE NORTH;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, GENERALLY FOLLOWING A 6 FOOT WROUGHT IRON FENCE LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 84 DEGREES 34 MINUTES 54 SECONDS EAST, A DISTANCE OF 498.39 FEET TO A 6' WROUGHT IRON FENCE POST; 2) SOUTH 03 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 497.13 FEET TO A POINT ON SAID NORTHERLY STREET BOUNDARY OF NOVA WAY;

THENCE SOUTH 84 DEGREES 48 MINUTES 28 SECONDS WEST, ALONG THE LAST MENTIONED STREET BOUNDARY, A DISTANCE OF 404.62 FEET TO THE POINT OF BEGINNING. CONTAINING 214,278 SQUARE FEET OR 4.9191 ACRES, MORE OR LESS, AS SHOWN ON THE MAP REFERENCED BELOW.

SUBJECT TO ANY MUNICIPAL, PUBLIC, OR PRIVATE EASEMENTS IN EXISTENCE OR OF RECORD.

MAP ENTITLED "BOUNDARY SURVEY, 30 CHARLES STREET, PORTION OF TAX MAP NO. 144.70-1-31.1, CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK STATE", PROJECT NO 19039.02, SHEET NO. CS002, DATED APRIL 22, 2019, PREPARED BY HULBERT ENGINEERING AND LAND SURVEYING, DPC.

BEING A PORTION OF THE PROPERTY ACQUIRED BY THE BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY BY DEED RECORDED IN THE BROOME COUNTY CLERK'S OFFICE IN LIBER 2228 AT PAGE 120 ON DECEMBER 30, 2005.

camila@huestudios.com 917.71O.5381



December 18th, 2019

contract. The Agency - Digital Account Services

This contract is to establish the goals in both performance and payment for the accounts services between Hue and The Agency - Broome County IDA/LDC. Upon signing this contract, both parties agree to the terms and conditions that are to take place during the course of this project.

Duration: March1st, 2020 - February 28th, 2021.

Total Contract Amount: \$18,000

Payments: The monthly payment of \$1,500* a month will be due on the 1st of each month starting on March 1st, 2020. Any additional hours used will be discussed and approved by the Agency ahead of time and billed at the end of each month.

Upon payment, all content, final print ready and deployed files will be the property of the The Agency.

*Please note that this does not include media space, stock photography, nor stock footage.

digital package:

A successful digital communications strategy is focussed and content rich. This package is centered on a clear strategy with regular production. This involves:

- 12 Social Media
 - -a month specifically designed per platform to include [Facebook, Twitter, Instagram]
- 10 hours of creative work to be used for design and web
 - website updates based on analytics reporting
 - adjusting content based on visitor engagement
 - refreshing imagery and site content to engage visitors
 - security updates
 - SEO monitoring, in particular on the blog [news] page
 - print updates to designed collateral
 - print production assistance
 - promotional item design
 - signage and trade show collateral

Camila Hoffman _{Hue}	Date	Stacey Duncan The Agency Broome County IDA/LDC	Date
Peter Hoffman	Date		



WEBSITE & DIGITAL PROPOSAL



1,650+
Website Projects Worked
On Since 2011

20
In-House Employees and Quickly Growing

Hour of Complimentary Support Included per Month

- **Experience**We have worked on over 1,650 website projects since our launch in 2011. As one of the largest website design groups on the east coast we are adding around 30 sites per month to our active client roster.
- Fully In-House Staff
 With a team of 20 and growing quickly, we manage all project details, design, and development fully in-house.
- WordPress Experts
 Our team lives and breaths WordPress. We build all of our websites on WordPress and the latest frameworks so that you have a fluid user and management experience.
- Process Driven Design
 We have honed our process over the past 8 years to ensure timely and attractive design elements and experiences.
- Our team is here to put your goals, objectives, and needs first. We are a platform built on solid customer service, it is our primary focus.
- Ongoing Support

 We have a full time support staff works every day to ensure all of our current customers are happy. We provide any/all support needed to keep things running smoothly for you. Our average support ticket turnaround time is under 8 minutes.

Team OVERVIEW



Ben Giordano Founder



Vincent Consumano Founder



Kelsey Moore Operations Manager



Erin CortazarDirector Support Services



Tim BurfordCreative Director



Jon Fuller Lead Web Developer



Tod AndersonWeb Designer



Ryan McAndrew Web Designer



Emily Petko Project Manager



Karina LenartowiczWeb Designer



TJ Carney Process Manager



Liz JachimowiczProject Manager



Chelsey Buttrey
Web Designer



Michael Alderson Support Specialist



Giovanna Bernardo Digital Marketing Specialist



Elizabeth Giordano Administrative Assistant



Julie Schoen Account Manager



Zac Chastain Account Manager



Rochelle Turri Account Manager



Jackson Garrell Account Manager

We have an amazing team at FreshySites, we love what we do — and it shows.

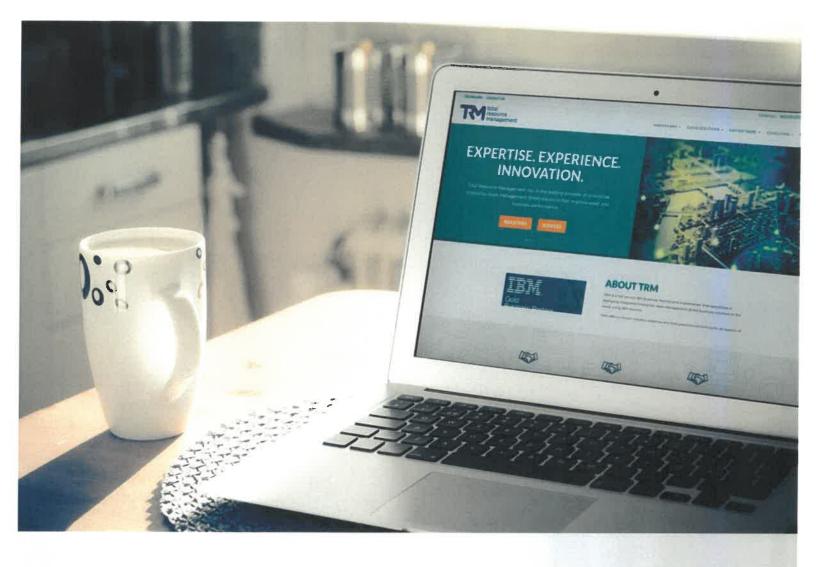
Our product value is defined by our customers, not us.

We are not selling websites, we are selling a team of people that help guide small business owners and organizations through the maze that is the current digital landscape. Everything we do, every team member we have, every process we add or remove, should further that mission and value proposition.













THE AGENCY

December 12, 2019

Overview

Thank you for the opportunity to present this proposal and for considering FreshySites to support your website and website development needs.

FreshySites specializes in providing businesses and organizations with professional and powerful digital marketing services. We utilize unique concepts, high-end talent and fresh online tools to make sure our client projects exceed expectations.

Please find attached our proposed approach, scope of work, estimated fees and payment schedule. Please take your time in reviewing this proposal and contact us with any questions or concerns. We look forward to working with you.

Scope of Work - Monthly Retainer

1. A Good Life - Social Media & Website Maintenance

Promotion of A Good Life program through:

Featured parts of Broomeisgood.com

In-depth interviews, Additional photos, Digital collateral, etc.

Different event appearances

Bearcats sports games, Local job and career fairs, etc.

Miscellaneous 'feel good Broome' posts

Scenic shots of Broome County

Pictures of the Nature Preserve at BU, etc.

Overall, social media management should not exceed 4 hours/Mo Monthly Website Updates

Monthly Stories, Press Releases, Social Media Integration, etc Monthly Website Maintenance

Technical Updates

WordPress System Updates

Theme, Plugin, Etc Updates

Overall, the monthly website maintenance should not exceed 4 hours/Mo

Total Cost Monthly Retainer - \$800/Mo

Excludes any Ad Spend (PPC, Social Boost, Etc)

Excludes and Video Production/Editing Costs

Start Date - 2/1/2020

12 Month Term

Important NOTES

Client Owns Website & All Assets/Content: All content is solely owned by client upon project completion and final payment. This proposal does include initial configuration and setup. However, it does not include ongoing website management, ongoing support management, or ongoing management of any kind. FreshySites is proposing the above with the understanding that the client will be maintaining and managing the content, updates, changes, ongoing marketing efforts, etc. Any items outside of the initial setup will be subject to FreshySites' hourly rate of \$125/hr.

All Ongoing Fees Start at Project Onset: In order to design and develop your new website we need to create and host a new installation instance. Therefore, all ongoing fees commence at project onset.

Development Notes: FreshySites cannot move forward with the build process without content. A revision round at any phase requires an approximate one week turn around. Any additional revisions may add to the estimated timeline. Expedited website development and revisions can be procured at an increased rate.

DNS Management: At FreshySites, we utilize Cloudflare (https://www.cloudflare.com/) to manage our client DNS records. This allows us to make the technical changes as needed and fully leverage the Cloudflare CDN and DDOS Mitigation systems.

Basic Training Documentation Included - Advanced Training Available: Training available upon request and will be billed separately. Free videos and training documentation provided by FreshySites.

Support of Website: FreshySites provides approximately an hour of basic support a month for simple content updates, changes, etc. Additions to your website and major changes would be scope separately at our hourly rate.

Dormant Projects: If client becomes unresponsive for over 2 months a restart fee of 15% of project budget may be applied due to inactivity. If over 6 months of inactivity FreshySites reserves the right to cancel the project.

Professional

REFERENCES

Randy Reynolds

United Methodist Homes unitedmethodisthomes.org rreynolds@umhwc.org (607) 775-6400

Anthony Maione Jr.

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Kim Shanahan

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Linda Twining

ASCFG ascfg.org membership@ascfg.org (440) 774-2887



With my initial vision, coupled with vague instructions, the FreshySites team was able to capture the **exact look and feel we wanted** when redesigning our WordPress website, as part of a rebranding strategy. The team was on top of every detail, had open lines of communication, and patience when we were combing through the final product and correct the smallest of details.

Professional creativity and service exudes from this very BIG small business! The products and services of a much larger firm, but the attention and investment into their client, as if a 1-person start up! **If you dream it, they will build it.** Job well done."

Jordan Patch

Owner, Animal Adventure Park

I had a **great experience working with FreshySites** on various projects – including logo, business card design and website development. The team was incredibly professional and very easy to work with. They were all responsive and the final products were exactly what I wanted (even better, actually). I will recommend them to friends and would **wholeheartedly recommend them to anyone else**. I plan on using them again in the future."

Patricia Marti Rop

Owner, Vine Ventures, Inc.

Thank you so much for all your work on our new United Way website. We all absolutely love it and are so grateful that we will be able to showcase our work and the work of our community partners through such a beautiful website. We look forward to working with you in the near future. Thank you again.

Maria Cataldo

United Way of Broome County

Our experience has been great! We all love the new WordPress website design and its ease of use. Your team was great to work with. They **always responded very quickly**, friendly and were always professional. We will **definitely recommend** you to anyone we come across looking for website design. Thanks for all the work in making our website look fresh and new!"

Debbie Fuller

Quaker Custom Homes, LLC

Best website company period! **They have over-delivered time after time**. When we need anything updated, it is done asap! Even though they are a large company, **they make you feel like you are their most important client** because of their attentiveness."

Kevin Webb

Owner, KW Fitness

Agreement

THE AGENCY (hereafter known as "Client") agrees to enter into the marketing program update initiative as outlined above. Client agrees to FreshySites terms of service located at https://freshysites.com/terms/. Any changes or deviations to the scope of work may result in additional fees. FreshySites, will not adjust or modify the scope of work outlined in this proposal without the prior consent of Client. Further, Client understands that the agreement of the outlined timeline for this project is contingent on certain expectations of Client to gather and provide necessary information and data to FreshySites. In addition, to the fullest extent permitted by law the client shall indemnify and hold harmless FreshySites from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Client agrees to pay FreshySites all project fees at onset of each month.

FreshySites

Ben Giordano

Member, FreshySites LLC

1/6/20

The Agency