

#### **BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

#### **GOVERNANCE COMMITTEE MEETING**

January 15, 2020 – 11:00 a.m.

The Agency Conference Room, 2<sup>nd</sup> Floor
FIVE South College Drive, Suite 201
Binghamton, NY 13901

#### **AGENDA**

1,,,	Call to Order	R. Bucci
2.	Accept the December 18, 2019 Governance Committee Meeting Minutes	R. Bucci
3.	Public Comment	R. Bucci
4.	Review/Discussion/Recommendation to Accept 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 of the Property and Building at 31 Front Street, City of Binghamton, Broome County, NY	S. Duncan
5.	Review/Discussion/Recommendation to Accept 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
6.	Review/Discussion/Recommendation to Authorize 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
7.	Review/Discussion/Recommendation to Authorize 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
8.	Review/Discussion/Recommendation to Authorize 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
10.	Executive Session: Sale of Real Property	S. Duncan
11.	Adjournment	R. Bucci

# BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY GOVERNANCE COMMITTEE

December 18, 2019 – 11:00 AM The Agency Conference Room, 2<sup>nd</sup> Floor FIVE South College Drive, Suite 201 Binghamton, NY 13905

PRESENT:

R. Bucci, J. Peduto, B. Rose, C. Sacco, D. Crocker and J. Mirabito

GUESTS:

Jeff Platsky, Press & Sun Bulletin

ABSENT:

None

STAFF:

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

PRESIDING:

R. Bucci

**AGENDA ITEM 1**: Chairman Bucci called the meeting to order at 11:00 a.m.

**AGENDA ITEM 2**: Accept the October 14, 2019 Governance Committee meeting minutes: Chairman Bucci stated the first item on the agenda is to accept minutes for October 14, 2019, which were sent to committee members to review. Chairman Bucci stated any changes or revisions were forwarded back; hearing no comments, Chairman Bucci stated the minutes are accepted, as presented.

**MOTION**: No motion necessary.

**AGENDA ITEM 3:** Public Comment: Chairman Bucci stated the next section of our meeting is the Public Comment section. Seeing none, Chairman Bucci closed the Public Comment section.

**AGENDA ITEM 4:** Review/Discussion/Recommendation of a Resolution Authorizing a Sale/Leaseback or a Lease/Leaseback to Facilitate the Financing of the Acquisition, Redevelopment, Renovation, 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. Ms. Duncan stated this project will establish a large agri-pharma industrial facility at 47-51 Pine Camp Drive, to process, manufacture, package and distribute federally-legal hemp, dried CBD products. Canopy Growth USA, LLC (Canopy) will receive bulk hemp from local farm producers and manufacture hemp-derived products in a clean, industrial licensed food or grade environment. The project includes just shy of a \$100,000,000.00 investment into the facility. Canopy is projecting conservatively, in the first three years, 75 new employees. Canopy retained some former Felchar facility managers, given their knowledge of the facility and are currently hiring strategic positions. The sparsely attended re-scheduled public hearing was held on December 16th in the Town of Kirkwood. Supervisor Gordi Kniffen verifed Canopy would retain projected job numbers. Ms. Duncan is excited about this project with the emergence and many uses of industrial hemp; as a new manufacturing industry in this region, the lead up to this point has been challenging on many fronts. It is time to celebrate the many projects in the pipeline, creating a marriage of agriculture concepts and manufacturing. Ms. Duncan asked the Committee to move this forward. Chairman Bucci asked if there were any questions. Ms. Sacco stated the transcript of the public hearing was received. Chairman Bucci restated Canopy is committing to 75 jobs during the first three years; Chairman Bucci inquired about the number of 400 jobs, that was projected in early discussions. Ms. Duncan responded first estimated 400 jobs as a longerterm prediction. The Agency requires the applicant attest to job projections for years one-three. A brief discussion followed. Mr. Rose stated Canopy is positing a \$68,000,000.00 investment in the building, with a final assessment of \$7.5 million. Mr. Rose asked if anyone explored the ratio. Ms. Duncan advised that the numbers were based on multiple conversations with Assessor Scott Snyder as the PILOT was developed; there were no questions on the part of the company or the Town on the perspective. Chairman Bucci asked if there were any other questions or comments. **MOTION:** Ms. Sacco moved the Motion to Recommend the Resolution to the full Board for approval, seconded by Mr. Rose; the MOTION CARRIED.

**AGENDA ITEM 5:** Review/Discussion/Recommendation of a 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. Ms. Duncan stated The Agency likes to these projects bring before the Board for consideration. Sam A. Lupo & Sons, Inc. (Lupos) is a third-generation family business and has met limits of capacity at their current facility. Over a period of years, Mr. Lupo researched expansion opportunities and recently purchased the former Kalurah Shriner building in Endicott to maintain their current business and take on new customers. Lupos will add a 9,000 square foot addition, to be used for refrigerated production and coolers to USDA requirements. The existing building will be used for storage, employee areas and administration, two loading docks and parking for employees, as well as refrigerated trucks. The Cost Benefit Analysis and PILOT schedule provided in the packet were reviewed by the Town of Union, per The Agency's process of review of assessments prior to acceptance. Public hearing transcripts were provided. Ms. Duncan strongly encouraged the project for the committee's consideration. Chairman Bucci iterated this is a great project as a family business expansion, utilizing a dormant building while creating a food-manufacturing corridor, with Roma's in close proximity. A short discussion followed.

**MOTION:** Mr. Peduto moved the Motion to Recommend the Resolution to the full Board for approval, seconded by Ms. Sacco; the MOTION CARRIED.

**AGENDA ITEM 6:** Review/Discussion/Recommendation of a 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, NY. Ms. Duncan stated The Agency's Small Business Incentive Program is another way to work with smaller businesses on projects and incentives. Mr. Joseph Hashey is another great story; local guy who jumped into a small space in Endwell, offering customized fitness and strength training. Mr. Hashey has a facility in Vestal, as well. Mr. Hashey has been recognized as small business person of the year by many organizations. Mr. Hashey purchased space on Upper Front Street, expanding his operations and is looking to utilize The Agency's sales tax exemption program. The total exemption for this project is \$16,400.00. The Agency's recommendation is to approve the benefit. A brief discussion followed regarding Hashey

Enterprises, Inc.'s three locations in Broome County, to include this one. Chairman Bucci asked for a motion.

**MOTION**: Ms. Sacco moved the Motion to Recommend the Resolution to the full Board for Approval, seconded by Mr. Rose; the MOTION CARRIED.

**AGENDA ITEM 7:** Review/Discussion/Recommendation of a Resolution to Authorize the Executive Director, on Behalf of The Agency, to Renew The Agency's Contract with the National Development Council (NDC). Ms. Duncan stated The Agency has engaged with NDC since 2013. There is a change in scope of services — an expansion of our consulting arrangement with Mr. Robert Sweet, to include expansion of NDC's scope of services to include not only more direct work with Ms. Duncan and the staff on structuring a number of deals, but also understanding where new market credits can apply. Ms. Duncan requested Mr. Sweet attend more meetings, where NDC can play a role. The Agency is more actively engaged in marketing and pursuing projects throughout Broome County's six opportunity zones. There are a number of communities demonstrating how this program can be leveraged for new investment into the zones. It is more affordable for staff to take economic development certification through NDC, with this arrangement. The training can now be done remotely; through on-line training and certification. The Agency considers Mr. Sweet a very valuable resource, known as an expert in the area and nationally. A short discussion followed. Chairman Bucci asked if there were questions; hearing none, requested for a motion.

**MOTION:** On a MOTION by Ms. Sacco, seconded by Mr. Rose, the MOTION CARRIED.

**AGENDA ITEM 8:** Review/Discussion/Recommendation of a Resolution to Authorize the Executive Director, on Behalf of The Agency, to Enter into a One-Year Agreement with Susan Payne. Ms. Duncan asked the committee to consider renewal of the agreement for community economic development consulting services of Ms. Susan Payne, who has been The Agency's strategic planning consultant since 2013. The Agency is entering into the final year of the organizational strategic plan that began in 2017. The amount remains the same; a one-year contract for \$12,500.00. The scope of work has changed slightly; the objectives include continuation of consulting services in collaboration with The Agency's regional economic development agencies in relationship to the general accessibility of grants and resources, given Ms. Payne's experience, to continue to lead us into this final year of the strategic plan. What is

new is the Leadership Alliance; The Agency would engage with Ms. Payne and the Chamber of Commerce Board to develop a set of strategic objectives. The Agency would pay for a portion of that out of this service contract with Ms. Payne and the Chamber: a 50/50 split. A session is coming up in January. A question and answer period followed, with explanations by Ms. Duncan. **MOTION:** On a MOTION by Chairman Bucci, seconded by Mr. Peduto, the MOTION CARRIED.

**AGENDA ITEM 9:** Review/Discussion/Recommendation of a Resolution to Accept Draft Generic Environmental Impact Statement (DGEIS) as Adequate for Public Review and to Schedule a Public Hearing, with Respect Thereto. Ms. Duncan stated the packet contained a summary document; Mr. O'Bryan sent a link to the full document for the Board's review. This is the deliverable the public can review and receive, as well as the development community. The requirement of this Board is to accept this document. In the spring of 2020, The Agency will host a public meeting. After acceptance, this document will be posted. A core component is the requirement of easements with the DEC; an easement exists on the levy at the rear of the building. Elan is working on the process of expanding the easement, running the perimeter of the site. DEC will have continued access. The Agency would initiate that process; the easement would carry to whoever becomes the owner. Flood plain and floodways were also reviewed; there is summary information on that. Summary information is included on the flood plain and floodways. A positive declaration, due to the possibility of a 200-year flood, could be a concern. A lengthy discussion followed.

**MOTION:** On a MOTION by Ms. Sacco, seconded by Mr. Rose, the MOTION CARRIED (3 to 1 – Mr. Peduto abstained).

**AGENDA ITEM 10:** Executive Session: Discussion of Real Property.

**MOTION:** To Convene to Executive Session at 11:31 a.m. On a MOTION by Mr. Peduto, seconded by Mr. Rose, the MOTION CARRIED UNANIMOUSLY.

**AGENDA ITEM 11:** Reconvene from Executive Session.

**MOTION:** To Reconvene back to Public Session at 11:53 a.m. On a MOTION by Ms. Sacco, seconded by Mr. Rose, the MOTION CARRIED UNANIMOUSLY.

**AGENDA ITEM 12:** Adjournment: Chairman Bucci stated he would entertain a motion to adjourn.

**MOTION:** On a MOTION by Ms. Sacco; seconded by Mr. Rose, the MOTION CARRIED. Chairman Bucci adjourned the meeting at 11:54 a.m.

The next meeting of The Agency Governance Committee is to be determined.



# 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 Hok	Davidge Holdings, LLC					
Address	31 Front Stre	iet					
City/State/Zip	Binghamton, NY 13905						
Tax ID No.							
Contact Name	Todd J. Ande	rson					
Titie	Member						
Telephone	(607) 222-480	08					
E-Mail	tanderson@c	hianisanderson.co	m				
Owners of 28% or	more of Appl	Icant Company					
Name	%		0				
Todd J. Anders	son 50	Member					
Greg A. Chiani	S 50	Member					
Sales Tax  Mortgage F							
Description of proj	ect (check all	that apply)					
New Cons	truction						
<ul><li>Existing Fa</li></ul>	cility						
Acqu	uisition						
Ехра	ension						
Reno	ovation/Modern	nization					
Acquisition							
Other (spec		4					

#### **GENERAL DESCRIPTION OF THE PROJECT**

(Attached additional sheets as necessary)

Work as required to relocate the offices of Chianis + Ande location to the existing structure at 31 Front Street	rson from our current

#### **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.



NC

#### 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

reha	nate the costs necessary for the construction, bilitation, improvement and/or equipping of th	
	APPLICANT.  ding Construction or Renovation	
	. MATERIALS	<sub>a. \$</sub> 120,000
b	. LABOR	b. \$80,000
Site	Work	
С	. MATERIALS	c. \$
d	. LABOR	d. \$
е	Non-Manufacturing Equipment	e. \$85,000
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. \$
	AL PROJECT COSTS	\$ <u>335,00</u> 0
B. Sou	rces of Funds for Project Costs:	- 250 000
a. E	Bank Financing	a. \$ <u>250,00</u> 0
	Public Sources	b. \$
le fe	dentify each state and ederal grant/credit	
		\$
_		\$
-		\$
-		\$
c. Eq	uitv	\$ 85,000
	. SOURCES	\$ 335,000
C. Has the	e applicant made any arrangements for the	
financi	ng of this project?	
Yes		
ir so, pi	ease specify bank, underwriter, etc.	

#### **VALUE OF INCENTIVES**

#### A. Sales Tax Exemption Benefit

Estimated value of goods that will (materials, non-manufacturing equipment Costs)	\$ 255,000	
Estimated value of New York State (8% of value of eligible goods)	\$ 20,400	
Estimated duration of sales tax ex (The sales tax letter shall be valid	8 months	
B. Mortgage Recording Tax	Exemption Benefit	
Estimated value of Mortgage Rec (1% of value of mortgage)	\$	
TOTAL SALES AND MORTGAGE	E RECORDING TAX EXEMPTION BENEFIT	\$ 20,400
ROJECTED EMPLOYMENT		
Will this investment result in the cre	eation of new jobs? If so, how many?	
Current number of full time employe	21	
Estimated annual salary range of jo	bs 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	_

<sup>\*</sup>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 non-refundable 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** 

\$ 650,00

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:

- (i) 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;
- (ii) 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;
- (iii) sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the 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.
- (vi) 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 COMPANY

Dath, Co.

Sworn to before me this

of hooling

(Notary Public) (Notary Public) (NOTARY PUBLIC-STATE OF NEW YORK

No. 01RO6277836 Qualified In Broome County My Commission Expires 04-01-2021

# BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY PROJECT REVIEW FORM

				Tana and an area and an area and area area.				
		n Hemp	, LLC	IDA Meeting Date: 1/15/2020				
Representative:	rian H	aynes		IDA Public Hearing Date:				
Type of Business:			/Industrial	Company Address: 60 Lester Ave				
Project Start Date:		_		60 L				
Project End Date:		,		Johnson City, NY 13790				
Employment: Full-Time Equivalent		Yearly Pa		Own / Lease:	SF / Acreage:			
Existing 0		r \$ 700,00 ar \$ 550,00		Own	61,581 sqft			
1st year 15 3rd Year \$ 415,000.00				OWIT				
	Totale	\$ 1,665,	000.00					
				ļ <u> </u>				
<b>Construction Jobs</b> :				Proposed Project Location	Proposed Project Location:			
	10			60 Lester Ave, JC, NY	13790			
Company Contac			Documents &	Description:				
Employment Oppor	<u>rtuniti</u>	es:		Acquire, renovate and equip to	ne facility to process			
Brian Haynes (917) 57		7		locally grown hemp. In addition manufacture,				
haynesb@haynesny.c	com			package and distribute hemp derived CBD products.				
PR	OIFCT	BUDGET		ASSESSM	ASSESSMENT			
Land Related Costs	<u> </u>	JODGE:		Current Assessment \$ 2,200,000,00				
Building Related Costs \$3,000,000.00				Asmt. At Completion (Est.)	\$ 2,200,000.00			
M & E Costs \$ 6,500,000.00				EXEMPTION				
F F & E Costs			70,000,00	Sales Tax @ 8%	\$ 80,000.00			
Professional		<b>#</b> 000	000.00	Mortgage Tax	Ψ 00,000.00			
Services/Development	Cost	\$ 300	,000.00	· · · · · · · · · · · · · · · · · · ·				
Total Other Costs		\$ 700	,000.00	Property Tax Exemption	1,203,247.00			
<b>Working Capital Costs</b>		\$ 500	000.00					
Closing Costs								
Agency Fee			000.00	TOTAL EXEMPTIONS:	\$ 1,283,247.00			
	TAL:	\$ 11,1	10,000.00	TOTAL PILOT PAYMENTS:	\$ 680,975.31			
Project Type (Check all that apply)				Project Criteria Met (Check all that apply)				
Manufacturing, Wareh	nousina.	Distribution		Project will create and /or n	etain nermanent johs			
Agricultural, Food Prod	cessing			Project will create and /or retain permanent jobs Project will be completed in a timely fashion				
Adaptive Reuse, Comr Housing Development		evelopment		Project will create new revenue to local taxing jurisdictions				
Retail*				Project benefits outweigh co	osts			
Back Office, Data, Call	Centers			Other public benefits				
Commercial/Office  * Uniform Tay Policy does not typically provide tay exemptions for Betail Prejects				#May Varil State Demiller of California				
*Uniform Tax Policy does not typically provide tax exemptions for Retail Projects  Pilot Type				*New York State Required Criteria				
Standard 15	yeaı	r 🗆						
Deviated	_ year							
Staff Comments:								
			T.C.					

# **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

Project Start Date:

2020

Project Description:

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

#### BENEFIT

Investment: Public/Private/Equity

Building Related Costs M&E Costs Working Capital Professional Fees/ Development Other Costs TOTAL INVESTMENT	97 97 97	6,500,000.00 500,000.00	)				<u>\$11,000,000.00</u>
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 Sche	edule)		\$	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 completio	n			
Equalization Rate		4.25%					
Taxable Assessment	\$	9,435,000.00					
Tax Rates							
County School Village		174.081966 622.255611 358.4697	Annual tax Annual tax Annual tax	\$ \$ \$	16,424.63 58,709.81 33,821.61		
ANNUAL TAX		1154.807277		\$	108,956.05	number ba	ised on 1st year

108,956.05 number based on 1st year

#### Pilot Schedule

Terms/Years	Tax	% Abatement	*Pilot Payment	Abatement
			\$	
SEE PILOT SCHEDULE				
Total				

<sup>\*</sup> 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 woul like to digitally fill out the form, please download and open in your desktop

# APPLICATION FOR BENEFITS / IDA

#### INSTRUCTIONS

- 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**

	60 Lest	60 Lester Ave								
CITY: Johnson Ci	ty	STATE: NY	ZIP:	13790	) PHONE:	917-575-4067				
NAME OF PERSON(S) AUTHORIZE	) TO SPEAK FOR AI	PPLICANT WITH RESP	ECT TO THIS	S APPLICATIO	N:					
Brian Haynes		11-			PHONE:	917-575-4067				
me Principal				EMAIL:	haynest	o@haynesny.com				
ADDI IOANTIO COURSE										
APPLICANT'S COUNSEL										
NAME: Irv Alter										
FIRM: Alter Mantel	LLP		EMA	L ida(	@alterma	ntel.com				
ADDRESS: 90 Park Av	e.									
New York		STATE: NY	ZiP: 1	0016	PHONE:	212-953-5500				
		ho	L							
APPLICANT'S ACCOUNTAN	ī									
NAME: Joseph Grillo		38								
	PA		EMAIL:	siaril	locpa@gı	mail.com				
FIRM: S. J. Grillo CF			1.1	10						

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

GENERAL CONTRACTOR).

PRN	<b>IFCT</b>	SIIM	MARY	1

A: TYPE OF PROJECT: Select Project Type for all end users at project site (you may check more than one):
Industrial Housing Multi-Tenant Back Office Mixed Use Civic Facility (not for profit Acquisition of Existing Facility   Equipment Purchase Commercial Retail Facility for Aging Other
B: EMPLOYMENT IMPACT (BROOME COUNTY): EXISTING JOBS: O NEW JOBS WITHIN THREE YEARS: 40
C: PROJECT COST: \$ 12,000,000 D: TYPE OF FINANCING: TAX-EXEMPT TAXABLE STRAIGHT LEASE
E: AMOUNT OF BONDS REQUESTED: \$
F: AMOUNT OF NEW MORTGAGE(S) REQUIRED FOR PROJECT: \$ 1,650,000
G: PROJECT-RELATED COSTS SUBJECT TO SALES TAX: \$ 1,000,000
H: ESTIMATED VALUE OF TAX EXEMPTIONS:
NYS SALES AND COMPENSATING USE TAX \$ 80,000 MORTGAGE RECORDING TAXES \$ 0
REAL PROPERTY TAX EXEMPTIONS \$ 1,203,247 REQUESTED TERM OF PILOT: 15 Years
OTHER (PLEASE SPECIFY)
I: CURRENT PROPERTY TAX ASSESSMENT \$ 2,200,000 CURRENT PROPERTY TAXES \$ 0
APPLICANT INFORMATION
EMPLOYER'S FEDERAL ID NO. 84-3234476 NAICS CODE 2833
1. INDICATE TYPE OF BUSINESS ORGANIZATION OF APPLICANT:
A. CORPORATION INCORPORATED IN WHAT COUNTRY WHAT STATE
DATE INCORPORATED TYPE OF CORPORATION
AUTHORIZED TO DO BUSINESS IN NEW YORK: YES NO
B. PARTNERSHIP TYPE OF PARTNERSHIP # OF GENERAL PARTNERS # OF LIMITED PARTNERS
C. SOLE PROPRIETORSHIP
D. LIMITED LIABILITY APPLICANT DATE CREATED 2/8/2019
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:
No

# MANAGEMENT OF APPLICANT

List all owners, directors and partners

NAME AND HOME ADDRESS	OFFICE HELD	ОТИ	ER PRINCIPAL BUSINESS
JOHN CURTIN 3515 Daniel Crescent St. Baldwin NY 11510	Managing Member		EK / HINOH AL DOGINEGO
Brian Haynes 25 Weymouth Ln. Johnson City NY 13790	Managing Director		
WITHIN THE PAST FIVE YEARS HAS THE APPLICANT, A Any contractor affiliated with the proposed i	PROJECT BEEN THE SUBJECT OF:		DIRECTOR, OFFICER, PARTNE
<ol> <li>an indictment, judgment, conviction, or a grown or a grown or any business-related conduct constituting</li> </ol>	rant of immunity, including pending act a crime?	tions,	YES N
2. a government suspension or debarment, no contract, including pending actions, or for lac	ejection of any bid or disapproval of a k of responsibility?	any proposed	YES NO
B. any final governmental determination of a vertical regulation?	violation of any public works law or re	gulation,	YES NO
. a consent order with the NYS Dept. of Envi	ronmental Conservation?		YES NO
an unsatisfied judgment, injunction or lien fonderal, state or local government agency incluxes owed and fines and penalties assessed:	Uding but not limited to judgments be	ined by any ased on	YES NO
Has any person listed above or any concernent in receivership or been adjudicated in a b	n with whom such person has been co pankruptcy?	onnected ever	YES NO
THE ANSWER TO ANY QUESTION 1 THROUGH 6 ABOVE	<u>IS YES</u> . Please furnish details on a sepa	ARATE ATTACHMENT.	
THE APPLICANT PUBLICLY HELD? YES	NO LIST EXCHANGES WHERE STOCK IS TRA HAVING A 5% OR MORE INTEREST IN THI	ADED AND LIST ALL STO E APPLICANT.	OCKHOLDERS
NAME	ADDRESS	PERCENT	AGE OF HOLDING

	TIOGA ST	ATE BANK		
PROJECT DATA				
Attach a complete narrative description of Proby usage, type of construction, machinery for property.	ject including location, pro oducts, machinery for bui	pposed product lines Iding, office and park	and market projecti	ons, square
2. Attach a photo of the site or existing facility to				
3. Attach copies of preliminary plans or sketche	S of proposed construction	on or floor plan of	dadi e. ma	
4. Are utilities on site or must they be brought in		on or libble plan of ex	asting facility.	
ON SITE	ii ii so, which ones?			
s. Who presently is legal owner of building or sit	e? Great Easte	rn Hemp LLC	>	
. Is there a purchase option in force or other leg so, furnish details in a separate attachment.	gal or common control in	the project?	YES	■ NO
Is there an existing or proposed lease for	or all or a portion of the n	110		
	p = 1 = 1 = 1 = 1	roject?	YES	■ NO
If applicant will not occupy 100% of the building parate sheet including: name, present address ganization, relationship to applicant, date and	ng in a real estate relate s, employer fed. ID no., p term of lease.			
If applicant will not occupy 100% of the building parate sheet including: name, present address ganization, relationship to applicant, date and its owner or tenant(s) responsible for payment of rea	ng in a real estate relate s, employer fed. ID no., p term of lease.	d transaction, providercentage of projec		
If applicant will not occupy 100% of the building parate sheet including: name, present address ganization, relationship to applicant, date and its owner or tenant(s) responsible for payment of rea	ng in a real estate relate s, employer fed. ID no., p term of lease.	d transaction, providercentage of projec	le information on te t to be leased, type	
If applicant will not occupy 100% of the building parate sheet including: name, present address ganization, relationship to applicant, date and its owner or tenant(s) responsible for payment of real Zoning district in which Project is located	ng in a real estate relates, employer fed. ID no., pterm of lease. Il property taxes? OWNER	d transaction, providercentage of projection	le information on te t to be leased, type	enant(s) on
If applicant will not occupy 100% of the building parate sheet including: name, present address ganization, relationship to applicant, date and its owner or tenant(s) responsible for payment of rea	ng in a real estate relaters, employer fed. ID no., peterm of lease. Il property taxes? OWNER	d transaction, providercentage of projection	le information on te t to be leased, type	
If applicant will not occupy 100% of the building parate sheet including: name, present address ganization, relationship to applicant, date and its owner or tenant(s) responsible for payment of real Zoning district in which Project is located  Are there any variances or special permits requ	ng in a real estate relates, employer fed. ID no., peterm of lease. Il property taxes? OWNER  NDUSTRIAL  uired? If yes, please expend based Extraction.	d transaction, providercentage of projection of the company of the	le information on te t to be leased, type TENANT  YES	enant(s) on

	A. Is the Project reasonably necessary to preserve the competitive position of to or such Project Occupant? If yes, please explain:	he Applica	int	YES	
	N/A				
	B. Is the Project reasonably necessary to discourage the Applicant or such Proje Occupant from relocating outside of New York state? If yes, please explain:	ect		ES	
	N/A				
oes vice	the Project include facilities or property that are primarily used in making retail sale s to customers who personally visit such facilities? If yes, please explain:	es of goods	s YE	S	
	nswer to question 14 is yes, what percentage of the cost of the Project will be ex cilities or property primarily used in making retail sales of goods or services ers who personally visit the Project?	rpended	)	-	_
<b>A</b> 2	DSWOrto question 14 is used and the				
	nswer to question 14 is yes, and the answer to question 15 is more than 33.33% g apply to the Project:  Will the Project be operated by a not-for-profit corporation? If yes, please expla		whether ar	ny of	
A B.	3 4PP) 10 110 1 10 150L	in _		ny of	
B. de	Will the Project be operated by a not-for-profit corporation? If yes, please expla	nomic	YES	ny 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 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.	40 A	
corporation the Project you need planning of	the indicate all other local agencies, boards, authorities, districts, commissions or governing bodies to and other political subdivision of the State of New York and all state departments, agencies, ons, public authorities or commissions) involved in approving or funding or directly undertaking ct. For example, do you need a municipal building permit to undertake the Project? State Histor a zoning approval to undertake the Project? If so, you would list the appropriate municipal but zoning commission which would give said approvals.  ermit from Town of Union for use of Ethanol in the extraction process.	boards, po action wit	ublic benefit h respect to
18. Descri	be the nature of the involvement of the federal, state or local agencies described above:		
specific ste	nstruction work on this project begun? If yes, please discuss in detail the approximate instruction and the extent of completion. Indicate in your answer whether such ps have been completed as site clearance and preparation, completion of , installation of footings, etc.	YES	■ NO
20. Please i	indicate amount of funds expended on this Project by the Applicant in the past three (3) years a litures:	nd the pui	rposes of
\$2,200,000 expenses.	for the acquisition of 60 Lester Ave and \$200,000 in Legal, Accounting, Bank fees and other Du	ie Diligend	æ

# **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

C. Value of Real Property Tax Exemption Sought

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		
	\$			
	\$			
	\$			
TOTAL	\$ 11,000,000.00	7		

Application of Funds			
Land	\$		
<b>Building Acquisition/Construction</b>	\$ 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

# 4. PROJECTED PROJECT INVESTMENT:

A. Building and Land Related			{	
	Land acquisitio		\$	2,200,000.0
	2. Acquisition of e		\$	
	3. Renovation of e	xisting structures		000,000.00
O Mashiman and makes	4. New construction	on	\$	
C. Machinery and Equipment (	Costs		\$	6,500,000.00
D. Furniture and Fixture Costs			\$	
E. Working Capital Costs				
F. Professional Services/Develo	mmant Casta		\$	500,000.00
TO TO TO THE STORY OF THE STORY				172 222 22
	Architecture and En	ngineering	\$	150,000.00
	2. Accounting/legal		\$	150,000.00
	3. Development Fee		\$	
	4. Other service-related	d costs (describe)	\$	
G. Other Costs			\$ [	700,000.00
H. Summary of Expenditures	1. Total Land-Related C	Costs	\$	
	2. Total Building-Related	d Costs	\$ 3	,000,000.00
	3. Total Machinery and E	quipment Costs	\$ 6	,500,000.00
	4. Total Furniture and Fi	xture Costs	\$	
	5. Total Working Capital	Costs	\$ 50	00,000.00
	6. Total Professional Ser	vices/Development Costs	\$ 30	00,000.00
	7. Total Other Costs		\$ 70	00,000.00
			• 44	000 000 00
		TOTAL PROJECT COST		,000,000.00
		AGENCY FEE 1% (1% of project cost)	\$ 11	0,000.00
		TOTAL PROJECT EXPENDITURES	\$ 11	,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.	in No
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	\$ 0
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	<b>\$30,000 — \$50,000</b>	<b>\$</b> 50,000 <b>- \$</b> 75,000	OVER \$75,00
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
otal Payroll For Part-Time Employees \$				
otal Payroll For All Employees \$				

PROJECTED EMPLOYMENT FIGURES - YEAR TWO	UNDER \$30,000	\$39,000 \$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 Payroli For Ali 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	

300,000

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

	ontemplated by this Application, execpt as hereinafter described:  ed. Vendor is related to a Board Member. Choice Lawn Care (Snow
9. APPARENT CONFLICTS: Has the Applicant provided	any personal gifts, loans or campaign contributions to any local or Stat
political party or elected individual in the preceding 12	months? YES NO IF YES, PLEASE DESCRI
0. FEES: This Application must be submitted with a no	on-refundable \$1,000 application fee to the Agency/IDA.
	The state of the state of the Agency/IDA.
he Agency/ <b>IDA</b> has established a general Agency fe	e in the amount of 1% of the total cost of the project
he Agency/ <b>IDA</b> will charge annually an administrativ	e fee of \$1,500 to cover ongoing compliance and oversight: the
he Agency/ <b>IDA</b> will charge annually an administrativ	e in the amount of 1% of the total cost of the project. The fee of \$1,500 to cover ongoing compliance and oversight; the another and satisfied.
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he Agency/ <b>IDA</b> will charge annually an administrativ	e fee of \$1,500 to cover ongoing compliance and oversight: the
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ne Agency/ <b>IDA</b> will charge annually an administrativ	e fee of \$1,500 to cover ongoing compliance and oversight; the ancing documents shall terminate and be discharged and satisfied.
The Agency/IDA has established a general Agency fea The Agency/IDA will charge annually an administrative see shall be payable January 1 of each year until all find	e fee of \$1,500 to cover ongoing compliance and oversight; the ancing documents shall terminate and be discharged and satisfied.

an

## **DOCUMENT LISTS**

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

Ple	ease ensure that the following items are delivered with the application:
1.7	A \$1,000 Application Fee.
2. /	An EAF (Environmental Assessment Form).
3. 1	Have financing arrangements been made
Prie to 1	or to the closing of this transaction, Applicant shall deliver the following documentation (where applicable to the project) The Agency/IDA's legal counsel:
1.	Insurance Certificate Certificate of Worker's Compensation Insurance (The Agency/IDA named as additional insured).
	Certificate of General Liability Insurance (The Agency/IDA named as additional insured) YES No less than \$1,000,000 per occurrence/accident and a blanket excess liability not less than \$3,000,000.
	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———————————————————————————————————
2.	Certificate of Incorporation/Articles of Organization together with all amendments — YES NO
3.	By-Laws/Operating Agreement together with any amendments thereto.
4.	Good Standing Certificate(s) issued by the State of Incorporation/Organization of the YES NO
5.	Resolutions of the Board of Directors/Members of the Applicant approving the Project. — YES NO
6.	List of all Material Pending Litigation of the Applicant.
7.	List of all Underground Storage Tanks containing Hazardous Materials at the Project YES NO
8.	List of all Required Environmental Permits for the Project.
9.	Legal Description of the Project Premises.
10.	Name and title of person signing on behalf of the Applicant.
11.	Copy of the proposed Mortgage (if any).
12.	Applicant's Federal Tax ID Number (EIN).
13.	Tax Map Number of Parcel(s) comprising the Project. YES NO
14.	Copy of the Certificate of Occupancy (as soon as available)

#### 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-compilant 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 Fastern 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 Fastern 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 Haynes
ADDRESS: 28 Weymouth Lane
CITY: Johnson City STATE: NY ZIP: 13790 PHONE: 917-575-4067
haynesb@haynesny.com
PROJECT ADDRESS: 60 Lester Ave.
AUTHORIZED REPRESENTATIVE: Brian Haynes  SIGNATURE:
Sworn to before me this
CARRIE L. HORNBECK Notary Public, State of New York Registration #01HO6105935 Qualified in Broome County Commission Everyone 2021 122

Commission Expires (23360)
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 MANA	OFD.			
CONTACT:	OCCURSTRUCTION MARA	JCK:			
ADDRESS:		спу:		STATE:	ZIP:
EMAIL:			PHONE:		
ПЕМ	CONTRACT/SUB	ADDRESS	EMAIL	PHONE	AMOUNT
Site/Demo				39270179	14.00111
oundation/Footings					
Building					
Masonry					
Metals					
Wood/Casework				+ iii	
Thermal/Moisture					
Poors, Windows & Glazing					
Finishes					
Electrical					
HVAC					
Plumbing					
Specialties			-		
M& E					
FF & E					
Utilities					
ring/Landscaping					
K IF CONSTRUCTION IS C		CERTIFY THAT THIS IS	S AN ACCURATE ACCO	UNTING OF THE C	CONTRACTORS

NON LOCAL LABOR UTILIZATION REPORT To be completed for all contractors not residing within the Broome County IDA Local Labor Area

PROJECT ADDRESS:			CITY:	STATE:	ZIP:
EMAIL:			PHONE:		
GENERAL CONTRAC	TOR/CONSTRUCTION MAN/	AGER:			
CONTACT:					
ADDRESS:			CITY:	STATE:	ZIP:
EMAIL:			PHONE:		
ITEM	CONTRACT/SUB	ADDRESS	EMAIL	PHONE	AMOUNT
Site/Demo					
oundation/Footing	S				
Building	2,200,000				
Masonry					
Metals					
Wood/Casework		11 15 11 11 11 11 11 11 11 11 11 11 11 1			
Thermal/Moisture		,			
Doors, Windows & Glazing					-
Finishes					
Electrical					
HVAC					
Plumbing					
Specialties					
M& E					
FF & E					
Utilities					
ving/Landscaping					
CK IF CONSTRUCTION IS	2404.00-002203320	I CERTIFY THAT T	THIS IS AN ACCURATE A ING AT THE PROJECT S	CCOUNTING OF THE C	ONTRACTORS

## 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.

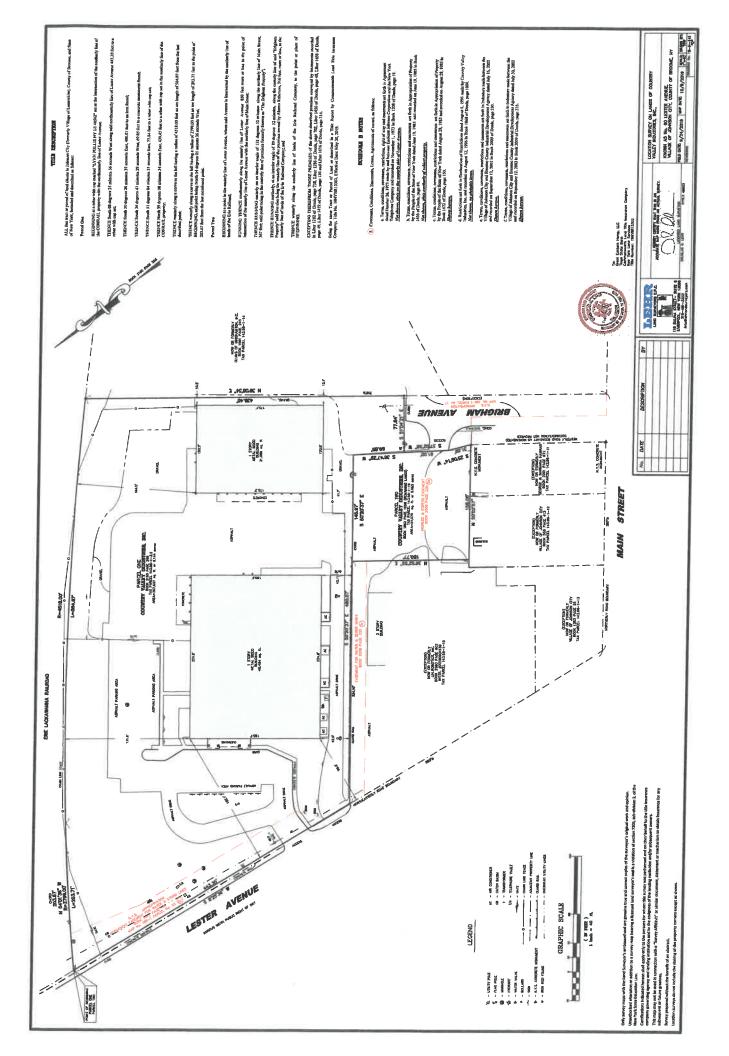
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

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	stribution.				
Name of Applicant or Sponsor:	Telephone: 917-575-40	67			
Great Eastern Hemp LLC	E-Mail: haynesb@haynesny.com				
Address: 60 Lester Ave					
City/PO: Johnson City	State: NY	Zip Code: 13790			
<ol> <li>Does the proposed action only involve the legislative adoption of a plan, loca administrative rule, or regulation?</li> <li>If Yes, attach a narrative description of the intent of the proposed action and the experience of the proposed action and the proposed action action action action action action action action.</li> </ol>	nvironmental resources th	at NO YES			
may be affected in the municipality and proceed to Part 2. If no, continue to quest					
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		NO YES			
3. a. Total acreage of the site of the proposed action?  b. Total acreage to be physically disturbed?  c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?  6.1 acres  0 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:					
5. Urban Rural (non-agriculture) 🗹 Industrial 🔽 Commercia	l Residential (suburl	ban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Spec	ify):				
Parkland					

Page 1 of 3

5.	Is	s the proposed action,	NO	YE	S N/A	
	a.	. A permitted use under the zoning regulations?		<b>V</b>	1 [	
	b.	Consistent with the adopted comprehensive plan?	H		╬	
-				_	VE	
6.	Is	the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES	
7.	Is	the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES	
If.	Yes,	, identify:		<b>V</b>		
					\ \	
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?			1	
	c.	Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed		Ш		
0		action?			V	
9.		bes the proposed action meet or exceed the state energy code requirements?		NO	YES	
		roposed action will exceed requirements, describe design features and technologies:				
Mee	t ex	isting code requirements				
10.	Wi	ill the proposed action connect to an existing public/private water supply?		NO	YES	
		If No, describe method for providing potable water:				
-			_			
11.	Wi.	Il the proposed action connect to existing wastewater utilities?		NO	YES	
		If No, describe method for providing wastewater treatment:		_		
				Ш		
12.	a. D	Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district	_	NO	ATEG	
whic	h is	s listed on the National or State Register of Historic Places, or that has been determined by the		NO	YES	
Con State	imis Re	ssioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the egister of Historic Places?	L	V	Ш	
					_	
auah	b. I	s the project site, or any portion of it, located in or adjacent to an area designated as sensitive for		✓	Ш	
		ogical sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		NO	YES	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?						
1	b. W	Vould the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<u> </u>	븻	
		dentify the wetland or waterbody and extent of alterations in square feet or acres:		<b>√</b>		
	٠, ١٠	waterloody and extent of alterations in square feet of acres:	-			
			-			
			-			

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 Federal government as threatened or endangered?	NO 🗸	YES
16. Is the project site located in the 100-year flood plan?	NO	YES
	V	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO V	YES
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)? If Yes, briefly describe:		V
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:	<b>V</b>	
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:	<b>✓</b>	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BE MY KNOWLEDGE	ST OF	
Applicant/sponsor/name: Great Eastern Hemp LLC Date: January 7,202	0	
Signature:Title:		



# **GREAT EASTERN HEMP**

	DENIETH	CANELII	\$108,956.05	\$111,135.17	\$113,357.87	\$115,625,03	¢117 027 F3	411,957.53	\$65,818.26	\$68,224.18	\$70,678,73	¢72 101 2F	57.3,101.55	\$75,734.54	\$51,099.78	\$53.756.12	CEC ACE ED	920,402,28	\$59,229.23	\$62 049 16	405,048.10	1 202 241 00	1,405,447.09
	PILOT DAYMENT	00 00	30.00 \$0.00	\$0.00	\$0.00	\$0.00	000\$	00.00 410.00	534,478.03	\$54,478.03	\$54,478.03	\$54 478 02	¢54,470.03	\$54,478.03	\$81,717.04	\$81,717.04	\$81 717 04	to: / t / (* o > + o + o + o + o + o + o + o + o + o	\$81,717.04	\$81,717,04		\$680 975 21 \$	400,77,3:31 \$1,203,24/.09
	% INCREASE	%0	%	80	%0	%0	%0	%U\$	) (0)	20%	20%	20%	%U\$	200	%57	25%	25%	250	%C7	25%			
	FULL TAXES	\$108,956.05	\$111.135.17	¢112 251 01	\$113,357.87	\$115,625.03	\$117,937.53	\$120,296,28	\$122 702 21	C425 475 91	\$7.95,156.25	\$127,659.38	\$130,212,57	\$137.816.87	7132,010.02	5135,473.15	\$138,182.62	\$140 946 27	77.04.04.44	\$143,765.19		\$1,884,222.40	
200	YEAK	2020	2021	2022	2022	2023	2024	2025	2026	2027	2027	8707	2029	2030	2031	1000	7037	2033	2034	4024			

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. ENVIRONMENTAL MATTERS. 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

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. <u>TITLE DEFECTS</u>; 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. <u>FAILURE OF CONDITIONS</u>. 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. <u>DEFAULT BY BUYER</u>. 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. BROKER. 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.

DEVELOPMENT AGENCY
By:Stacey Duncan, Executive Director
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	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 1

Hour of Complimentary Support Included per Month

1 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.

**3** 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.

5 Customer Service

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.

6 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



**Ben Giordano** Founder



Vincent Consumano Founder



**Kelsey Moore** Operations Manager



**Erin Cortazar**Director Support Services



**Tim Burford**Creative Director



**Jon Fuller** Lead Web Developer



**Tod Anderson**Web Designer



Ryan McAndrew Web Designer



**Emily Petko** Project Manager



**Karina Lenartowicz**Web Designer



**TJ Carney** Process Manager



**Liz Jachimowicz**Project 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



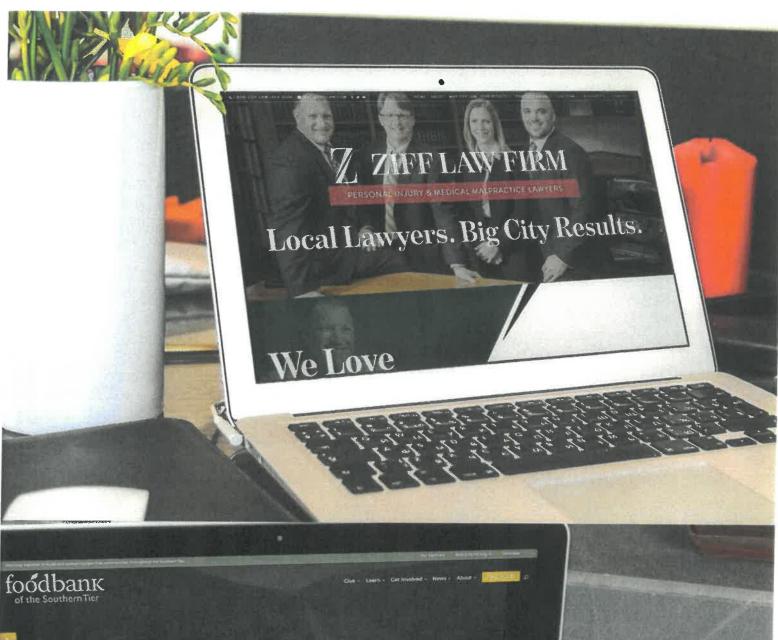
**Jackson Garrell** Account Manager

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

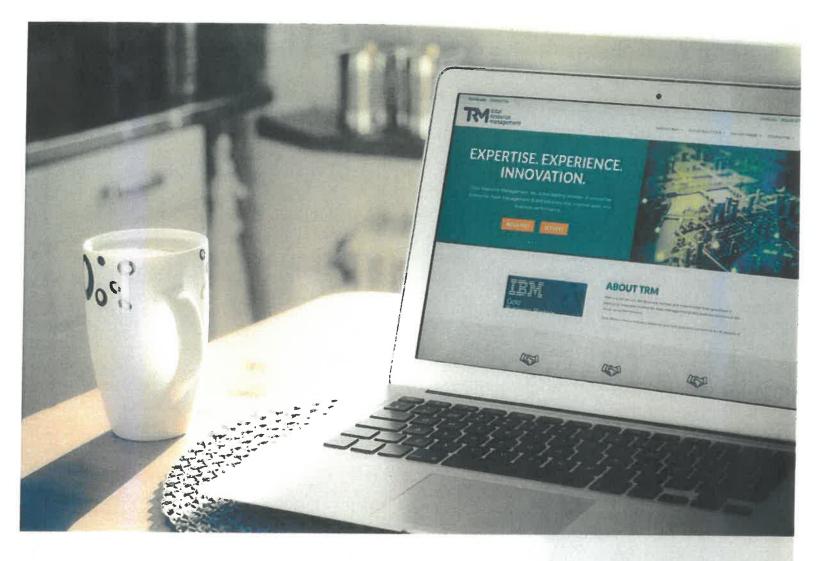
# Our product value is defined by our customers, not us.

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

# 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



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.

Core Management Services coreameria.com afmaione@coreamerica.com (877) 583-9292

# **Erik Briceno**

V2 Systems v2systems.com e.briceno@v2systems.com (703) 361-4606 x 105

# **Jason Mirabito**

Mirabito Energy Products mirabito.com jason.mirabito@mirabito.com (607) 352-2930

### Sarah Son

American College of Obstetricians womenspreventivehealth.org sson@acog.org (800) 673-8444

# James B. Reed

Ziff Law Firm zifflaw.com jreed@zifflaw.com (607) 733-8866

### Kim Shanahan

AccelHRate accelhrate.com kim.shanahan@accelhrate.com (571) 599-2242

# **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