

THE AGENCY

B R O O M E C O U N T Y I D A / L D C

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

December 15, 2021 • 12:00 p.m.

FIVE South College Drive, Suite 201, 2nd Floor
Binghamton, New York 13905

REVISED AGENDA

- | | | |
|----|---|-------------|
| 1. | Call to Order | J. Bernardo |
| 2. | Approve Transcript – November 17, 2021 Board Meeting | J. Bernardo |
| 3. | Public Comment | J. Bernardo |
| 4. | Executive Director's Report <ul style="list-style-type: none">• Updates• Internal Financial Report – November 30, 2021 | S. Duncan |
| 5. | Loan Activity Reports as of November 30, 2021 | T. Gray |

New Business

- | | | |
|----|--|-----------|
| 6. | Resolution Approving an Extension of the December 1, 2020 Sales and Use Tax Exemption with One North Depot, LLC From December 1, 2022, Through, and Including, December 1, 2022, the Total of Which Shall Not Exceed \$360,000.00 | S. Duncan |
| 7. | Resolution Accepting an Application from UB Family, LLC, a Special Purpose Entity Established by (The "Company"), for a Lease/Leaseback Transaction to Facilitate the Financing of the Construction and Development of 549+/- Parking Spaces Within the Five-Level Municipal Parking Garage Located at 183 Water Street, in the City of Binghamton, Broome County, New York, to be Owned by the Binghamton Local Development Corporation, and the Acquisition, Construction, Development, Renovation and Equipping of Approximately 123+/- New Apartments to be Constructed on Five Floors Above the Aforementioned Municipal Parking Garage, to Provide for a State and Local Sales and Use Tax Exemption Benefit in an Amount Not to Exceed \$905,680.00, to Provide for a Mortgage Tax Exemption in an Amount Not to Exceed \$187,000.00, to Provide for a Real Property Tax Exemption in an Amount Not to Exceed \$18,462,086.00, Pursuant to the PILOT Schedule Attached Hereto as Exhibit "A," Including a Deviation from The Agency's Uniform Tax Exemption Policy, and Authorizing The Agency to Set and Conduct a Public Hearing with Respect Thereto | S. Duncan |

- | | | |
|--------------|--|-------------|
| 8. | Resolution Accepting an Application from PM Property Matters, LLC, and Authorizing a Sales and Use Tax Exemption in an Amount not to Exceed \$13,720.00, Consistent with the Policies of The Agency in Connection with the Acquisition, Expansion, Renovation and Equipping of the Property and Building Located at 21 Emma Street, in the City of Binghamton, Broome County, New York | S. Duncan |
| 9. | Resolution Approving an Extension of the December 20, 2019 Sales and Use Tax Exemption Agreement with Canopy Growth USA, LLC and HIP NY Developments, LLC, From December 31, 2021, Through and Including December 31, 2022, the Total of Which Shall Not Exceed \$3,200,000.00 | S. Duncan |
| 10. | Discussion Regarding Conflict-of-Interest Policy | J. Bernardo |
| 11. | Recommendation to Approve Changes to the Employee Handbook | J. Peduto |
| 12. | Executive Session - To Discuss Personnel Matters and the Sale of Real Property | S. Duncan |
| 13. | Recommendation to Approve Modifications to The Agency's Organizational Chart and Proposed Job Descriptions | J. Peduto |
| Old Business | | |
| 14. | Adjournment | J. Bernardo |

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

IDA Board Meeting Transcript

Held telephonically, November 17, 2021, commencing at
12:00 p.m. Adjourned at 12:59 p.m.

[See attendees at end of Transcript.]

REPORTED BY:

Carrie Hornbeck, Executive Assistant

Broome County Industrial Development Agency

Chairman Bernardo: I'd like to call to order this meeting of the Broome County Industrial Development Agency of November 17th, 2021.

Looking for a motion to approve the transcript of our meeting of October 20th, 2021.

Mr. Crocker: I have a comment on that transcript. I read it; I wasn't here, but as far as Mr. Solak's comment about the local labor union's building trades labor union's exclusivity to the labor policy -- that's inaccurate. They have no claim to that labor. [Inaudible.]

Chairman Bernardo: Thank you.

Mr. Crocker: We'd like it all to be union, but, that's not the way it goes.

Chairman Bernardo: Thanks for the clarification. With that said, are there any other comments? Looking for a motion.

Mr. Peduto: So, moved.

Chairman Bernardo: Thanks, Jim. Is there a second?

Mr. Mirabito: Second.

Chairman Bernardo: Thank you, Joe. All those in favor, say aye.

Unknown: [Aye -- in unison.]

Chairman Bernardo: Any opposed or abstentions?

Moving forward, we have our Public Comment session. Anybody wishing to speak on any matter concerning the IDA, please feel free to state your name and address for the record and limit your comments, please, to five minutes.

Mr. Solak: Hello.

Ms. Duncan: Hi John.

Mr. Solak: Can you hear me?

Chairman Bernardo: Yes.

Mr. Solak: Okay, John Solak. I live in Binghamton. On the agenda is something that is called IBM Country Club, LLC. Now, what I'm about is avoiding snafus -- mitigation of risk -- that type of thing. And I know the Department of State approved this filing. I don't know whether that was perfunctory or not, but I think it behooves you -- and I think it's a fool's errand to do business with something named IBM Country Club LLC. What's even more distressing to me, looking out at potential confusion and aggravation, which you don't need -- is the reference -- the quotation that the agreement refers to IBM. Now, I remember a similar situation

years ago where someone bought the remnants of a Procter and Gamble coffee brand -- was either Uban or Chase -- something like that -- and the guy was a bit of a conman. And as soon as he got a hold of the name, which he legitimately acquired from Procter and Gamble, everybody thought that Procter and Gamble was -- it was still a Procter and Gamble brand. So, they extended him all kinds of credit, and he went on to con as much as he could. I'm not suggesting this is the case. What I am suggesting is that with all the problems this area's [sic] had with IBM, to do business with an outfit that could be confused by somebody at some time in the future, as a unit of IBM, is absolutely asinine. I would like to see that clarified in the agreement that this is not an IBM, since you have it in parentheses, property. I mean, this is bizarre to me. I mean, you couldn't go back to the guy and say, hey, why don't you change the name and not put IBM in the name? I think you're asking for trouble somewhere down the line, again. That's my comment on that. Uh, let's see, to the pay raise -- it's not what transpires -- what actually is -- it's how it looks. It looked very bad -- not to let it ride for another month. It looked like a fast one was

being pulled with it being placed last minute on the agenda -- a bad, bad form. And, I'm interested now -- is the -- this a pay for the position, or a pay for Stacey? Because if the -- if the next person to come in -- I'm just always curious, that -- is it the pay raise to the individual or the position, and obviously it's a pay raise to the individual, because I believe your employment agreement reflects that. So, it's strange to me. Now, when I commented about an overall labor policy for The Agency, I wasn't suggesting that your agreements reflect this, I just say that I think it's a lack of solidarity. It's a lack of what made this country great, which is, unions. And when unions begin to look out solely for themselves, I think they betrayed the idea of organized labor. How much time do I have?

Ms. Abbadessa: 30 seconds.

Mr. Solak: Okay, well, I won't go into anything else. It's too, too short a time, and I would hope that you make arrangements to clarify this in your agreement about IBM. Thanks.

Chairman Bernardo: Thank you, John. Would anybody else like to speak at this Public Comment session? We'll call this session to a close.

Executive Director's report. Stacey,
updates?

Ms. Duncan: Thank you, John. Just a few things to report to the Board. Some good news to share, as referenced briefly in our Governance Committee meeting on Monday. We were able to close our PILOT agreement with Paulus Development on the project at 59 Lester Ave., which has been supported by this organization. That is the adaptive reuse of the historic Victory factory building in Johnson City. I know -- I think we started work on this project -- it seems like a lifetime ago -- but began work with Matthew Paulus on this project back in 2018. It's taken a pandemic -- gone through a pandemic and a lot of increased costs, but he's -- was actually closed. For those reasons, when we get to item number seven, as we did in Governance, we have since removed that -- there is no longer a request for that additional mortgage recording tax increase. So, Matthew wanted me to send thanks to the Board -- called last evening and appreciated all the Board's support -- we've been expecting a more public-facing event coming up, probably sometime before the end of the year. So, the project will begin in earnest. A lot right now is

just remediation work being done at the facility. So good news there. I wanted to let you know staff attended IDA Academy. These are bi-annual events hosted by New York State EDC, our state association, and they're really great educational events and best practice events. Some of the topics -- I think that will be timely to this Board and some of our recent discussions -- included what state is -- what EDC is working with this data for an appraisal process for wind and solar projects -- across -- statewide, IDA's have been frustrated by the lack of consistency, clarity on how these things are being assessed, and so that they're looking to create a more standardized system there. We did a demo of cost benefit analysis tool that's being developed by MRB Group, and we plan to purchase this tool. It's a software platform. It does have a deeper dive than some of the information that we currently use for ABO standards. It does give you, I think, a deeper, more robust sense of the economic impact of these projects. So, we're going to beta test that -- so we're going to be part of a group to beta test that software and you will have more information to -- but I think it'll be a useful tool for staff. And the other topic, there was discussion

on the prevailing wage implementation and a lot of gray area, as to when or how that will be implemented. So, I don't have a lot to report, but I will keep the Board apprised, as we learn. And then lastly, always good updates from the Authorities Budget Office, and I think the theme of that was for more increased focus on the issue of conflicts of interest and execution of policies related to conflicts of interest. So, we will be sending all of the transcripts and records and slides from the program as soon as we receive them, and share them with the Board, and make those available to you. Just a quick note, we have scheduled a few -- we're going to start some quarterly educational series in 2022, the first of which we're planning a Lunch and Learn with Harris Beach -- Chris Andreucci, at Harris Beach. We are going to invite nonprofits from the area to learn more about our Tax-Exempt Bond Financing program and how that can be utilized as a financing tool for larger-scale nonprofit programs. We're also planning one on the New Market Tax Credit program with Kevin Gremse, with NDC. So, we're excited to get those going. And then we'll offer some on a quarterly basis, including for our local municipalities, [inaudible] PILOT funds,

sales tax exemptions [inaudible]. And, lastly, and finally, with -- it's a bittersweet announcement, but as I sent it out to the Board, via email yesterday, I wanted to make sure to say to the community, that Tom Gray, who has been with the organization for a lifetime -- 20 years. . .

Mr. Gray: Seems longer than that.

Ms. Duncan: He has decided to retire from his position as Senior Deputy Operations Director. Again, it's bittersweet as I noted in my email; I consider him the Yoda of the organization, always keeping us calm and sound, and always ready for thoughtful debate on what we do and has been a great supporter and friend to me and the team and will be greatly missed. But that being said, we think this is a great chapter for he and Diane, and we wish them all the best.

Mr. Gray: I'm certainly the same height, as Yoda. That is for sure.

Ms. Duncan: With that. . .

Chairman Bernardo: With that [inaudible] the internal financial reports for the organization. Are there any questions or comments relative to those?

Moving on. Loan Activity Reports. I trust everyone has had a chance to review those. Questions for Tom? Tom, do you want to offer anything?

Mr. Gray: I don't have anything to add to the report, John.

Mr. Mirabito: This Mountain Fresh Dairy is still moving through [inaudible].

Attorney Meagher: Yes. We're still moving. We're just waiting for the court to reappoint the referee for the next phase and then we'll be able to schedule the sale. [Inaudible] . . . expect the sale. We have to advertise for a period of one month. Actually, it's 36 days before you could start the event, so if not in January, in all likelihood, February, assuming they don't pay us off.

Mr. Mirabito: If someone wants to kick the tires on that, is there a process to do that, or is there ability to do that?

Attorney Meagher: They can just get a hold of us or I'd say, get a hold of Tom, but Tom won't be here.

Ms. Duncan: Yeah, we can we can get access.

Attorney Meagher: Usually, the referees name and our name, as attorneys of The Agency, will

appear in the newspaper ad and we usually get a call, if anyone has questions.

Mr. Bucci: [Inaudible] open your own health food stores?

Mr. Mirabito: I'm trying to get a guy interested in it, to do it, but . . .

Mr. Bucci: It's got a long tradition.

Mr. Mirabito: Yeah, right. And he knows, but I haven't convinced him yet, but I'm working on it.

Chairman Bernardo: Any other questions on Loan Activity? Moving on to New Business.

Resolution number six, or item number six. Resolution Authorizing an Extension of the Sales and Use Tax Exemption Letter of Bluestone Wind, LLC of December 29th, 2021, Through and Including December 29th, 2022. Stacey.

Ms. Duncan: Yes, this is a request for the extension in the term of the sales tax exemption -- nothing to do with the actual amounts of what was approved. Bluestone Wind project, as well as construction with majority of roads and other civil work now completed on site and the team is actively pouring concrete foundations and installing the

underground electrical collection system. As you know, with the arrival of [inaudible] weather upon us, a planned restart of all activities on site, is planned for March or April 2022. But they are still on schedule to bring the project into commercial operation late Q3 of 2022, as planned. Some of the outstanding activities on site such as [inaudible] installation of wind turbines, exempt from sales tax by state law, but others will benefit from the exemption that we granted that would date -- the expiration date on this is December 29th, [2021]. Although they expect to complete the majority of non-exempt activities by the end of 2021, some will -- some of that work will be complete in 2022, so therefore, they're requesting a one-year extension on the sales tax exemption, which would move that expiration date to December 29, of [2022].

Chairman Bernardo: Thank you, Stacey.

Mayor, this comes from Governance?

Mr. Bucci: It did, and we move it forward as a motion to approve.

Chairman Bernardo: Thank you. Is there a second on that motion?

Mr. Crocker: I'll second.

Chairman Bernardo: Thank you, Dan. Any discussion? Questions? Comments?

Mr. Rose: Just a technical question. I think it's answered in the letter, but in terms of payments, that schedule on the Host Community Agreement [inaudible] -- none of that has shifted further out as [a result]?

Ms. Duncan: No.

Chairman Bernardo: Any other questions or comments. We'll have a vote. All those in favor, say aye.

Unknown: [Aye -- in unison.]

Chairman Bernardo: Any opposed? Any abstentions?

Ms. Sacco: Abstention.

Chairman Bernardo: Thank you, Cheryl.
Carried.

As Stacey indicated earlier, item number seven has been removed from the agenda, so we'll move on to item number eight.

Attorney Meagher: Just a point of clarification to John Solak's remarks: we do not intend to use the name IBM in any shape, form or fashion. Reason that appears is the IBM Country Club,

LLC, owns the property, and so the relationship -- contractual relationship we have in order to purchase the property, is with that LLC. Once we purchase it, we will obviously not be using IBM name -- and John, I have whittled that resolution down a little bit.

[Inaudible.]

Chairman Bernardo: There are five or six versions of it! [Laughs.] Resolution Authorizing The Agency to Exercise its Option to Purchase the Property Located at 4301 Watson Boulevard, in the Town of Union, Broome County, New York, Owned by IBM Country Club, LLC, Pursuant to the Terms of an Agreement dated June 24, 2021, and to Assign its Rights Thereunder to the Broome County Local Development Corporation. Stacey.

Ms. Duncan: Yes. Well, yes, I'm thrilled to bring this to the attention of the Board and to request that we exercise our option. To me, that indicates some forward movement on the redevelopment strategy. That being said, the members of the Governance Committee and Board had the opportunity to hear a presentation from an interested developer. Today's action does not mean that we are supporting or definitely moving forward with that specific project,

but we have had the option on this property since sometime in 2018 -- very unsuccessfully issued an RFP in late 2019, early 2020 -- and I think COVID, doesn't help, but thanks to the county's partnership on this project -- the participation of the county through grant funds to assist with a much-needed redevelopment, we were able to receive some RFP responses over the summer. I think there is one currently, that demonstrates capacity, that demonstrates alignment with, I think, the town and the county's goals for that site. As well, it demonstrates a need for this community. So, that being said, with that, I think it would be prudent for us to exercise the option, so that we can enter into a more deeper [sic] discussion with this potential developer. Additionally, with regard to the -- what we think would be the eventual demolition, there are some steps we need to do, and it does require us to own the site. So, with that, I think I don't have any additional information, but I'm happy to answer questions.

Chairman Bernardo: Questions for Stacey at this point? Mayor?

Mr. Bucci: The Governance Committee moves it forward, as a motion to approve.

Chairman Bernardo: Is there a second? Dan. It was pretty well-explained. We'll have a vote. All those in favor, say aye.

Unknown: [Aye -- in unison.]

Chairman Bernardo: That was a yes, Cheryl?

Ms. Sacco: Yes.

Chairman Bernardo: Thank you. Motion carried.

Looking for a motion -- unless there's anything else -- go into Executive Session to Discuss Personnel Matters and the Sale of Property.

Mr. Bucci: Motion.

Chairman Bernardo: Thank you, Mayor. Is there a second?

Mr. Gates: [Inaudible.]

Chairman Bernardo: Dan. All those in favor, say aye.

Unknown: [Aye -- in unison.]

Chairman Bernardo: Any opposed?

[The Board Convened to Executive Session at 12:20 p.m. on a motion by Mr. Bucci, seconded by Mr. Gates.]

[The Board Reconvened from Executive Session at 12:58 p.m. on a motion by Mr. Crocker, seconded by Mr. Gates.]

Chairman Bernardo: Okay, back in session, and I do not believe there's any Old Business to cover. Looking for a motion to adjourn the Board meeting.

Mr. Bucci: Motion.

Chairman Bernardo: Is there a second?

Mr. Crocker: Second.

Chairman Bernardo: All those in favor, say aye.

Unknown: [Aye -- in unison.]

Chairman Bernardo: Any opposed? We are adjourned.

[The Board Convened to Executive Session at 12:20 p.m. on a motion by Mr. Bucci, seconded by Mr. Gates.]

[The Board Reconvened from Executive Session at 12:58 p.m. on a motion by Mr. Crocker, seconded by Mr. Gates.]

[The meeting was adjourned on a motion by Mr. Bucci, seconded by Mr. Crocker at 12:59 p.m.]

[Attendees: John Bernardo, Jim Peduto, Rich Bucci, Dan Crocker, Brian Rose, Joe Mirabito, Dan Gates, Cheryl Sacco, Stacey Duncan, Tom Gray, Natalie Abbadessa, Carrie Hornbeck, Theresa Ryan, Brendan O'Bryan, Amy Williamson, Joe Meagher, Stan Stret, Jason Garner, Mike Tanzini, John Solak.]

STATE OF NEW YORK :

COUNTY OF BROOME :

I, CARRIE HORNBECK, Executive Assistant,
do certify that the foregoing is a true and accurate
transcript of the Broome County Industrial Development
Agency Board Meeting, held telephonically, on November
17, 2021.

Carrie Hornbeck / signed electronically

CARRIE HORNBECK

Executive Assistant

The Agency Broome County

Industrial Development Agency

FIVE South College Drive

Binghamton, NY 13905

Broome County IDA
Internal Financial Status Reports
November 30, 2021

Broome County IDA
Financial Statements vs. Budget
Month Ended 11/30/2021

Month # -> 11

	2021 Approved Budget	2021 Revised Budget	Actual YTD thru 11/30/21	Budgeted YTD thru 11/30/21	Variance
INCOME:					
A) Land/Building Income:					
265 Industrial Park Drive	\$ 460,071	\$ 460,071	\$ 3,279,989	\$ 421,732	\$ 2,858,258
ADEC Mortgage	58,838	58,838	53,934	53,934	-
Canopy	100,000	100,000	100,000	91,667	8,333
FIVE South College Drive Tenant Leases*	87,600	87,600	77,083	80,300	(3,217)
Miscellaneous Income	10,000	10,000	14,540	9,167	5,373
Solar City	5,000	5,000	5,000	4,583	417
Subtotal	721,509	721,509	3,530,547	661,383	2,869,164
B) BCIDA Fees:					
IRB/Sale Leasback Fees	615,000	615,000	706,185	563,750	142,435
Loan Fund Administration	35,000	35,000	-	32,083	(32,083)
Subtotal	650,000	650,000	706,185	595,833	110,352
C) Other Income:					
Bank Interest	90,000	90,000	121,323	82,500	38,823
TOTAL INCOME	\$ 1,461,509	\$ 1,461,509	\$ 4,358,055	\$ 1,339,716	\$ 3,018,339
EXPENSES:					
A) Administration:					
Salaries	\$ 462,520	\$ 462,520	\$ 390,247	\$ 411,129	\$ 20,882
Benefits	272,749	200,749	173,246	182,895	9,650
Professional Service Contracts	40,000	40,000	28,900	36,667	9,767
Payroll Administration	2,000	2,000	1,646	1,833	188
Investment Management	20,000	20,000	7,882	18,333	10,451
Subtotal	797,269	725,269	599,920	650,858	50,938
B) Office Expense:					
Postage	2,000	2,000	1,456	1,833	377
Telephone/Internet Service	5,000	5,000	5,629	4,583	(1,045)
Equipment & Service/Repair Contracts	15,000	15,000	11,055	13,750	2,695
Supplies	7,000	7,000	8,228	6,417	(1,811)
Travel/Transportation	16,000	16,000	4,671	14,667	9,995
Meetings	17,000	17,000	6,659	15,583	8,924
Training/Professional Development	10,000	10,000	10,016	9,167	(849)
Membership/Dues/Subscriptions	7,000	7,000	8,060	6,417	(1,643)
Audit	15,000	15,000	7,920	11,000	3,080
Legal	70,000	70,000	70,159	64,167	(5,992)
Insurance (Agency, Director & Officers)	18,000	18,000	14,783	16,500	1,737
Contingency	5,000	5,000	888	4,583	3,695
Subtotal	187,000	187,000	149,505	168,667	19,162
C) Business Development:					
Advertising	40,000	112,000	80,772	102,666.67	21,895
Printing & Publishing	15,000	15,000	9,844	13,750	3,906
Public Relations Contract	40,000	40,000	33,101	36,667	3,566
Subtotal	95,000	167,000	123,717	153,083	29,366

Broome County IDA
Financial Statements vs. Budget
Month Ended 11/30/2021

Month # -> 11

	2021 Approved Budget	2021 Revised Budget	Actual YTD thru 11/30/21	Budgeted YTD thru 11/30/21	Variance
D) FIVE South College Drive Expenses	87,600	87,600	82,496	80,300	(2,196)
E) Building/Property Maintenance:					
Broome Corporate Park					
Maintenance - Mowing/Snowplowing	5,000	5,000	7,364	4,583	(2,781)
600 Main Street					
Maintenance - Mowing/Snowplowing	14,000	14,000	19,365	12,833	(6,532)
Subtotal	19,000	19,000	26,729	17,417	(9,312)
TOTAL EXPENSES	\$ 1,185,869	\$ 1,185,869	\$ 982,367	\$ 1,070,324	\$ 87,958
OPERATING INCOME	\$ 275,640	\$ 275,640	\$ 3,375,688	\$ 269,392	\$ 3,106,296

Broome County IDA
Summary of Bank Deposits and Investments

	Account	Month End Balance	Statement Date	Rate
Cash & Bank Deposits				
	Petty Cash	100.00	11/30/2021	
	NBT BCIDA Checking	350,706.39	11/30/2021	0.00%
	NBT BCIDA Money Market	3,256,808.79	11/30/2021	0.1000%
	Total Cash & Bank Deposits	<u>3,607,615.18</u>		
Portfolio Investment Accounts				
	Cash & Equivalents	-	11/30/2021	
	NBT Transition Account	15,821.67	11/30/2021	0.0500%
	CDs & Time Deposits		11/30/2021	
	US Treasury Bonds & Notes	7,374,225.63	11/30/2021	1.12%
	Total Portfolio Value	<u>7,390,047.30</u>		
	Total Cash, Bank Deposit Accounts & Investments	<u><u>10,997,662.48</u></u>		
Loan Funds				
STEED				
	Petty Cash	100.00	11/30/2021	
	NBT STEED Checking	52,305.97	11/30/2021	0.00%
	NBT STEED Money Market	126,971.88	11/30/2021	0.0500%
	Total STEED	<u>179,377.85</u>		
BDF				
	NBT BDF Checking	126.33	11/30/2021	0.00%
	NBT BDF Money Market	492,289.48	11/30/2021	0.0500%
	Total BDF	<u>492,415.81</u>		
	Total Loan Funds	<u><u>671,793.66</u></u>		
	Total Combined Funds	<u><u>11,669,456.14</u></u>		

**Broome County IDA
Account Receivables**

BCIDA Notes Receivable	Beginning Balance	Interest Added To Principal Per 2nd Promissory Note	Interest Rate	Total Principal Payments as of 11/1/2021	Total Interest Payments 11/1/2021	Outstanding Balance as of 11/1/2021	Status	Comments
265 Industrial Park Drive 3/29/2017	3,325,776.00	174,325.64	3.0%	3,500,101.64	335,344.25	-	Paid In Full	Building Sale Monthly Payment
ADEC 8/5/2015	710,000.00		3.0%	246,432.15	106,593.21	463,567.85	Current	Mortgage Agreement Monthly Payment \$4,903.13
Broome County - Solar City 8/15/2016	100,000.00		0.0%	25,000.00	-	75,000.00	Current	Land Lease Annual Payment \$5,000
Precium Holdings - Charles St. 5/23/2017	80,000.00		3.0%	13,791.33	9,723.71	66,208.67	Current	Land Sale Monthly Payment \$443.68

Steed Loan Status

BORROWER	Opening Balance 1/1/2021	Current Balance 11/30/2021	Maturity Date	Status 11/30/2021
17 Kentucky Ave., LLC	196,284.59	184,058.62	1/1/2033	Current
20 Delaware Ave, LLC	92,825.16	74,017.92	1/1/2025	Current
Airport Inn Restaurant, LLC	35,000.00	32,247.33	6/1/2026	Current
Alice's Closet	25,000.00	25,000.00	7/1/2026	Current
Bernice Brews, LLC (Marshall McMurray)	10,000.00	9,529.11	8/1/2026	Current
Better Offer Properties, LLC	30,987.81	23,322.67	3/1/2024	Current
BrightDrive, HCS, LLC	60,000.00	59,060.16	10/1/2026	Current
Bryant Heating & Air	75,000.00	67,914.38	5/1/2026	Current
Concept Systems	45,174.27	25,673.35	10/1/2022	Current
DGC Jewelers, Inc.	15,000.00	13,820.30	6/1/2026	Current
Daniel Liburdi	17,000.00	15,662.98	6/1/2026	Current
Denise O'Donnell	10,000.00	10,000.00	6/1/2026	Current
F.A. Guernsey, Co., Inc.	118,273.72	118,273.72	6/1/2024	Bankruptcy
Fuller Holding Company, LLC	155,531.81	147,628.72	2/1/2035	Current
Highland Hollow Farm, LLC	50,000.00	50,000.00	11/1/2026	Current
Integrated Wood Components, Inc.	100,000.00	100,000.00	9/1/2026	Current
Melissa Beers	25,000.00	22,638.15	5/1/2026	Current
Mountain Fresh Dairy	92,416.06	92,416.06	12/1/2021	Litigation
MS Machining	11,858.65	-	7/1/2022	Current
Odyssey Semiconductor Technology	100,000.00	95,290.98	8/1/2026	Current
Prepared Power (Sabato)	55,994.78	53,975.21	10/1/2033	Current
Paulus Development Company, LLC	237,067.98	216,361.74	6/1/2030	Current
Roberts Stone	31,518.79	12,764.92	7/1/2022	Current
Sirgany Eyecare	58,037.89	24,744.87	4/1/2022	Current
SpecOp Tactical Center	70,453.61	70,453.61	5/1/2024	Litigation
T-Squared Custom Millwork, Inc.	24,651.04	18,574.11	4/1/2024	Current
ZDD LLC, DBA The Shop	-	40,000.00	2/1/2027	Current
TOTAL	1,743,076.16	1,603,428.91		

Business Development Fund Status

BORROWER	Opening Balance 1/1/2021	Current Balance 11/30/2021	Maturity Date	Status 11/30/2021
17 Kentucky Ave., LLC	89,583.06	-	10/1/2033	Paid Off
20 Delaware Ave., LLC	90,504.95	72,167.95	1/1/2025	Current
24 Charlotte Street, LLC	-	100,000.00	1/1/2027	Current
265 Main St, LLC	139,534.87	134,470.11	9/1/2033	Current
Mechanical Specialties Co.	9,487.02	-	7/1/2022	Current
Roberts Stone	20,589.22	8,338.75	7/1/2022	Current
SpecOp Tactical Center	74,856.90	74,856.90	5/1/2024	Litigation
250 Main Street, LLC	48,333.79	46,746.86	10/1/2029	Current
Total	472,889.81	436,580.57		

BR+E Loan Status

BORROWER	Opening Balance 1/1/2021	Current Balance 11/30/2021	Maturity Date	Status 11/30/2021
24 Charlotte Street, LLC	-	50,000.00	1/1/2027	Current
265 Main St, LLC	46,511.70	44,823.48	9/1/2033	Current
Antonio's Bar & Trattoria, LLC	-	25,000.00	3/1/2027	Current
Gordon Dusingberre, DBA Northside Auto	25,000.00	24,608.40	10/1/2026	Current
Grow Hemp, LLC	41,521.67	39,330.62	11/1/2025	120 Days
Prepared Power	46,662.32	44,979.36	10/1/2033	Current
250 Main Street, LLC	48,333.79	46,746.86	10/1/2029	Current
Total	208,029.48	275,488.72		

Loan Delinquency Status

F. A. Guernsey Mountain Fresh Dairy SpecOp Tactical	STEED	Bankruptcy Litigation Litigation
	BDF	Litigation
	BR&E	Delinquent
SpecOp Tactical		
Grow Hemp New York, LLC		

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LOAN FUNDS ACTIVITY AS OF
November 30, 2021**

STEED ACCOUNT BALANCE: \$ 179,277.85

Amount held at ARC in Washington, DC \$ -

LOAN COMMITMENTS

Commitment Date Expiration Date

Total STEED Loans Commitments

Available to Lend \$ 179,277.85

BDF ACCOUNT BALANCE: \$ 492,415.81

LOAN COMMITMENTS

Commitment Date Expiration Date

Total BDF Loan Commitments \$ -

Available to Lend \$ 492,415.81

BR+E \$ 24,511.28

LOAN COMMITMENTS

Commitment Date Expiration Date

Total BRE Loan Commitments \$ -

Available to Lend \$ 24,511.28

One North Depot LLC

PO Box 1554
Binghamton, NY 13902

December 1, 2021

Stacey Duncan
Executive Director
The Agency
Broome County IDA/LDC
5 South College Drive, Suite 201
Binghamton, NY 13905

Dear Ms. Duncan,

I would like to thank you, and The Agency, for all of your assistance to date, in regards to the 1 N Depot project in Binghamton, NY. The past 2 years have been a very difficult environment for construction and development. With the Covid-19 pandemic drastically impacting the supply chain, and the availability of skilled labor, it is with regret that our project at 1 N. Depot Street has not progressed as quickly as we would like. Over the past year we have been able to conduct demolition work at the site, as well as install updated framing and support for the structure, new brick facades, and new framing for the addition of new apartments and commercial spaces. Unfortunately we have not been able to progress through the completion of the new renovation due to the setbacks outlined above. Our company does considerable work in the City of Binghamton, and with the challenges presented by the pandemic, our workload has been systemically delayed across the portfolio of work that we do. We unfortunately had to deal with a similar setback at another property in downtown Binghamton, the former Ellis Brothers Furniture building at 159 Washington St. Our work is now complete at this project, and we have already moved the rest of our work power from this site over to the N Depot site, however we will absolutely need additional time to complete the N Depot project. Our new timeframe for completing the historic rehab at N Depot St has now been pushed back to approximately late Fall of 2022. Our company has endured hardships due to the pandemic including significant loss of rental income, difficulties obtaining necessary materials, and obtaining skilled labor locally. On a positive note, the State of NY, and the Federal Government have been very helpful in assisting with some of these hardships including the Payroll Protection Plan, and EIDL funding. Additionally, as a broader company we have recently successfully executed a number of sales that involve our separate student housing portfolio, assisting in providing additional capital for our current projects. I can assure you that we are actively underway with the N Depot project, and it is currently our top priority in completing, and we are very well capitalized in order to assure the completion of this goal.

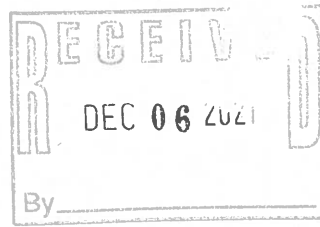
I would like to formally request an extension to our Pilot Agreement, specifically regarding the sales tax exemption for the project through the end of 2022. Please let me know if I can provide any further information to support this request, and I very much look forward to speaking with you further to hopefully accomplish this extension.

Thank you very much for your assistance and all of your help thus far, we very much looking forward to opening the doors to One North Depot St in 2022.

Sincerely,



Josh Bishop, Managing Member
One North Depot LLC
607-727-5367



UB FAMILY, LLC

A Michael J. Uccellini Company

Rensselaer Technology Park
300 Jordan Road | Troy, NY 12180
(518) 687-7300

November 30, 2021

Stacey Duncan
Executive Director
The Agency Broome County IDA / LDC
Five South College Drive – Suite 201
Binghamton, NY 13905

Re: Application for Benefits
The Apartments on Water Street
183 Water Street, Binghamton, NY

Dear Stacey:

We submit herewith our Application for Benefits to the Broome County IDA for our new construction apartment project at 183 Water Street in downtown Binghamton.

Following are relevant details regarding the Project and Application:

- Project Owner:** UB Family, LLC (a special-purpose entity formed and controlled by Michael J. Uccellini).
- Requested Benefits:**
- New York State and Local Sales Tax Exemption at 8.0%
 - Mortgage Recording Tax Exemption at 1.0%
 - Real Property Tax Exemptions in the form of a Payment in Lieu of Tax (PILOT) Agreement described herein.

PILOT Assumptions:

1. PILOT Term 28-Years
2. PILOT Start Date January 1, 2024
Date assumes the Project receives a Certificate of Occupancy prior to this date based on an estimated construction completion date of December 2023.
3. Full Value \$10,658,000
Assumption will be verified through discussion and agreement with the City of Binghamton Assessor.

November 30, 2021

4. Assessed Value \$8,100,000
Based on the 2021 City of Binghamton Equalization Rate of 76%.
5. Tax Rates Tax Rates for 2024 are assumed as:
- | | |
|--------|----------|
| City | 43.25657 |
| County | 9.71622 |
| School | 46.49157 |
- 2024 Tax Rates are estimated based on actual 2021 Tax Rates of:
- | | |
|--------|----------|
| City | 40.76163 |
| County | 9.15581 |
| School | 43.81005 |
6. Abatement Rates Years 1 – 4 95.0%
Years 5 – 8 85.0%
Years 9 – 12 75.0%
Years 13 – 16 65.0%
Years 17 – 20 55.0%
Years 21 – 24 45.0%
Years 25 – 28 35.0%
7. Construction Period The property is current owned by the City of Binghamton and is not subject to property tax.
8. Fixed PILOT Payment Schedule The PILOT Payment Schedule attached as Exhibit A establishes the annual PILOT payment amounts based on the above assumptions, which shall be the fixed payment amounts for each period for the full term of the PILOT Agreement.

We appreciate the Agency considering our request for benefits for this Project. We believe that this project will be an excellent resource in attracting new residents into the City of Binghamton and will serve as a significant source for new tax revenue for the City of Binghamton, Broome County and the Binghamton City School District.

Thank you.

Sincerely,



Michael J. Uccellini
Member

Enclosure: Exhibit A – PILOT Payment Schedule

EXHIBIT A

Project Owner: UB Family, LLC (Michael J. Uccellini)
Project Name: Water Street Apartments
Location: 199 Water Street, Binghamton, NY

Payment Schedule

9/29/2021

Year	Full Value	Assessed Value after Equalization Rate	Tax Rates	Annual Payments				Payments by Apartment Owner				\$3,000,000	PILOT Distribution			
			Total	Full Tax Amount	Abatement Percentage	Abatement Amount	TOTAL ANNUAL PAYMENT	Annual Payment	Pre-Paid Air Rights Rent	Annual Air Rights Rent	Total Payments by Apts. Owner	PILOT BOND 30-Years	PILOT Amount after PILOT Bond	City	County	School
2021	-	-	93.72749					A	B	C	D	E	= A - E if available			
2022	-	-	95.60204	-	0.0%	-	-					161,656				
2023	-	-	97.51408	-	0.0%	-	-					161,656				
1 2024	10,658,000	8,100,000	99.46436	805,661	95.0%	765,378	40,283	40,283	323,312	121,373	484,968	161,656	-	-	-	-
2 2025	10,658,000	8,100,000	101.45365	821,775	95.0%	780,686	41,089	41,089		120,567	161,656	161,656	-	-	-	-
3 2026	10,658,000	8,100,000	103.48272	838,210	95.0%	796,300	41,910	41,910		119,746	161,656	161,656	-	-	-	-
4 2027	10,658,000	8,100,000	105.55237	854,974	95.0%	812,225	42,749	42,749		118,907	161,656	161,656	-	-	-	-
5 2028	10,658,000	8,100,000	107.66342	872,074	85.0%	741,263	130,811	130,811		30,845	161,656	161,656	-	-	-	-
6 2029	10,658,000	8,100,000	109.81669	889,515	85.0%	756,088	133,427	133,427		28,229	161,656	161,656	-	-	-	-
7 2030	10,658,000	8,100,000	112.01302	907,305	85.0%	771,209	136,096	136,096		25,560	161,656	161,656	-	-	-	-
8 2031	10,658,000	8,100,000	114.25328	925,452	85.0%	786,634	138,818	138,818		22,838	161,656	161,656	-	-	-	-
9 2032	10,658,000	8,100,000	116.53835	943,961	75.0%	707,971	235,990	235,990		16,931	252,921	161,656	74,334	32,328	34,744	7,262
10 2033	10,658,000	8,100,000	118.86912	962,840	75.0%	722,130	240,710	240,710		16,931	257,641	161,656	79,054	34,381	36,950	7,723
11 2034	10,658,000	8,100,000	121.24650	982,097	75.0%	736,573	245,524	245,524		16,931	262,455	161,656	83,868	36,474	39,200	8,194
12 2035	10,658,000	8,100,000	123.67143	1,001,739	75.0%	751,304	250,435	250,435		16,931	267,366	161,656	88,779	38,610	41,495	8,674
13 2036	10,658,000	8,100,000	126.14486	1,021,773	65.0%	664,152	357,621	357,621		16,931	374,552	161,656	195,965	85,225	91,594	19,146
14 2037	10,658,000	8,100,000	128.66775	1,042,209	65.0%	677,436	364,773	364,773		16,931	381,704	161,656	203,117	88,336	94,937	19,844
15 2038	10,658,000	8,100,000	131.24111	1,063,053	65.0%	690,984	372,069	372,069		16,931	389,000	161,656	210,413	91,509	98,347	20,557
16 2039	10,658,000	8,100,000	133.86593	1,084,314	65.0%	704,804	379,510	379,510		16,931	396,441	161,656	217,854	94,745	101,825	21,284
17 2040	10,658,000	8,100,000	136.54325	1,106,000	55.0%	608,300	497,700	497,700		16,931	514,631	161,656	336,044	146,146	157,067	32,831
18 2041	10,658,000	8,100,000	139.27411	1,128,120	55.0%	620,466	507,654	507,654		16,931	524,585	161,656	345,998	150,475	161,719	33,804
19 2042	10,658,000	8,100,000	142.05960	1,150,683	55.0%	632,876	517,807	517,807		16,931	534,738	161,656	356,151	154,890	166,465	34,796
20 2043	10,658,000	8,100,000	144.90079	1,173,696	55.0%	645,533	528,163	528,163		16,931	545,094	161,656	366,507	159,394	171,305	35,808
21 2044	10,658,000	8,100,000	147.79880	1,197,170	45.0%	538,727	658,443	658,443		16,931	675,374	161,656	496,787	216,053	232,198	48,536
22 2045	10,658,000	8,100,000	150.75478	1,221,114	45.0%	549,501	671,613	671,613		16,931	688,544	161,656	509,957	221,780	238,354	49,823
23 2046	10,658,000	8,100,000	153.76988	1,245,536	45.0%	560,491	685,045	685,045		16,931	701,976	161,656	523,389	227,622	244,632	51,135
24 2047	10,658,000	8,100,000	156.84527	1,270,447	45.0%	571,701	698,746	698,746		16,931	715,677	161,656	537,090	233,580	251,036	52,474
25 2048	10,658,000	8,100,000	159.98218	1,295,856	35.0%	453,550	842,306	842,306		16,931	859,237	161,656	680,650	296,015	318,136	66,499
26 2049	10,658,000	8,100,000	163.18182	1,321,773	35.0%	462,621	859,152	859,152		16,931	876,083	161,656	697,496	303,341	326,010	68,145
27 2050	10,658,000	8,100,000	166.44546	1,348,208	35.0%	471,873	876,335	876,335		16,931	893,266	161,656	714,679	310,814	334,041	69,824
28 2051	10,658,000	8,100,000	169.77437	1,375,172	35.0%	481,310	893,862	893,862		16,934	910,796	161,656	732,206	318,436	342,233	71,537
				29,850,727		18,462,086	11,388,641	11,388,641	323,312	926,688	12,638,641	4,849,680	7,450,338	3,240,154	3,482,288	727,896
								Total Air Rights: 1,250,000								

NOTES:

- PILOT Bond will be issued by City.
- City will make payments on PILOT Bonds in years 1 and 2 (\$323,312 total).
- At closing on financing for the Apartments, Apartments Owner will pay City \$323,312 as reimbursement for payments in Years 1 and 2.
- The City will utilize the PILOT payment plus the Air Rights to: 1) make payments for the PILOT Bonds; and, 2) distribute the balance, if any, to the City, County and School District as a PILOT payment
- Total Payments by Apartments Owner constitutes the total amount to be paid in PILOT and Air Rights Payments

APPLICATION FOR BENEFITS / IDA

INSTRUCTIONS

1. The Agency/IDA will not consider any application unless, in the judgment of the Agency/IDA, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the Project).
3. If an estimate is given as the answer to a question, put "est." after the figure or answer, which is estimated.
4. 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 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 accordance 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 is 1% of the total Project Cost. THE APPLICANT IS REQUIRED TO PAY THE AGENCY/IDA FIVE THOUSAND (\$5,000) DOLLARS OF THE PROJECT FEE WITHIN 7 DAYS OF THE APPROVAL OF THE PROJECT. PLEASE NOTE THIS FEE IS NON-REFUNDABLE. THE REMAINING BALANCE OF THE PROJECT FEE IS DUE AT TIME OF CLOSING. Failure to close the Payment-in-Lieu of Taxes within six (6) months after approval will terminate the PILOT agreement. However, a six (6) month extension may be requested by the applicant, but must include an additional FIVE THOUSAND (\$5,000) non-refundable fee. Approval of the extension is at the discretion of The Agency's Executive Director. The additional FIVE THOUSAND (\$5,000) fee will be deducted from the Agency's Project Fee at the time of closing. 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. In addition, any cost associated with a requested change, modification or alteration to the PILOT agreement during the term of the PILOT including, but not limited to refinancing, renaming, reassignment and PILOT termination shall be the responsibility of the applicant.
10. The Agency/IDA will charge annually an administrative fee of \$1,500 to cover ongoing compliance and oversight; the fee shall be payable January 1 of each year until all financing documents shall terminate and be discharged and satisfied.
11. Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), established new record keeping, reporting, and recapture requirements for industrial development agencies that receive sales tax exemptions. The new law requires the following: 1) to keep records of the amount of sales tax benefits provided to each Project and make those records available to the State upon request; 2) that within 30 days after providing financial assistance to a Project, the Agency/IDA must report the amount of sales tax benefits intended to be provided to a Project; and 3) a requirement that the Agency/IDA post on the internet and make available without charge copies of its resolutions and Project agreements.
12. The 2013 Budget Law also requires that the Agency/IDA recapture State sales tax benefits where: 1) the Project is not entitled to receive those benefits; 2) the exemptions exceed the amount authorized or claimed for unauthorized property or services; or 3) the Project operator failed to use property or services in a manner required by its agreement with the Agency/IDA.
13. The Applicant requesting a sales tax exemption from the Agency/IDA must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. EACH APPLICANT IS HEREBY ADVISED TO PROVIDE REALISTIC SALES TAX ESTIMATES IN THE APPLICATION, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency/IDA recapture any benefit that exceeds the amount listed in the application.
14. Project Applicants as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage tax exemption, real property tax abatement, and/or bond proceeds) from the Agency/IDA will be required to utilize qualified local labor and/or contractors as defined in the Appendix A of the application, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

APPLICATION FOR FINANCIAL ASSISTANCE

APPLICANT

NAME: UB Family, LLC

APPLICANT'S STREET ADDRESS: 300 Jordan Road

CITY: Troy

STATE: NY

ZIP: 12180

PHONE: 5186877300

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

Jeff Smetana

PHONE: 518-687-7315

TITLE: Executive Vice President, Development

EMAIL: jeff.smetana@ugoc.com

APPLICANT'S COUNSEL

NAME: John R. Mineaux

FIRM: Roemer Wallens Gold & Mineaux, LLP EMAIL: jmineaux@rwgmlaw.com

ADDRESS: 13 Columbia Circle

CITY: Albany

STATE: NY

ZIP: 12205

PHONE: 5182656969

APPLICANT'S ACCOUNTANT

NAME: F. Michael Zovistoski

FIRM: UHY Advisors, Inc

EMAIL: mzovistoski@uhy-us.com

ADDRESS: 4 Tower Place, Executive Park, 7th Floor

CITY: Albany

STATE: NY

ZIP: 12203

PHONE: 518-449-3166

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

PROJECT SUMMARY

A: TYPE OF PROJECT: Select Project Type for all end users at project site (you may check more than one):

<input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Housing	<input type="checkbox"/> Multi-Tenant	<input type="checkbox"/> Back Office	<input type="checkbox"/> Mixed Use	<input type="checkbox"/> Civic Facility (not for profit)
<input type="checkbox"/> Acquisition of Existing Facility	<input type="checkbox"/> Equipment Purchase	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Retail	<input type="checkbox"/> Facility for Aging	<input type="checkbox"/> Other _____

B: EMPLOYMENT IMPACT (BROOME COUNTY): EXISTING/RETAINED JOBS: _____ NEW JOBS WITHIN THREE YEARS: _____

C: PROJECT COST: \$ 28,441,913 D: TYPE OF FINANCING: ☐ TAX-EXEMPT ☒ TAXABLE ☐ STRAIGHT LEASE

E: AMOUNT OF BONDS REQUESTED: \$ 0.00

F: AMOUNT OF NEW MORTGAGE(S) REQUIRED FOR PROJECT: \$ 18,700,000

G: PROJECT-RELATED COSTS SUBJECT TO SALES TAX: \$ 11,321,000

H: ESTIMATED VALUE OF TAX EXEMPTIONS:

NYS SALES AND COMPENSATING USE TAX \$ 905,680

MORTGAGE RECORDING TAXES \$ 187,000

REAL PROPERTY TAX EXEMPTIONS \$ 18,462,086

REQUESTED TERM OF PILOT: 28 years

OTHER (PLEASE SPECIFY) _____ \$ _____

I: CURRENT PROPERTY TAX ASSESSMENT \$ unknown CURRENT PROPERTY TAXES \$ tax exempt

APPLICANT INFORMATION

EMPLOYER'S FEDERAL ID NO. 87-2939910

NAICS CODE _____

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 10/4/2021

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:

N/A

MANAGEMENT OF APPLICANT

List all owners, directors and partners

NAME AND HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
Michael J. Uccellini, 3 High Meadow Road, Troy, NY 12180	Manager	Real Estate Development

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

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

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

IS THE APPLICANT PUBLICLY HELD? ☐ YES ☒ NO

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

NAME	ADDRESS	PERCENTAGE OF HOLDING

APPLICANT'S PRINCIPAL BANK(S) OF ACCOUNT

M&T Bank

PROJECT DATA

1. Attach a complete narrative description of Project including location, proposed product lines and market projections, square feet by usage, type of construction, machinery for products, machinery for building, office and parking Attached

2. Attach a photo of the site or existing facility to be improved. Attached

3. Attach copies of preliminary plans or sketches of proposed construction or floor plan of existing facility. Attached

4. Are utilities on site or must they be brought in? If so, which ones?

Gas, Water, Sewer, Electric

5. Who presently is legal owner of building or site?

City of Binghamton

6. Is there a purchase option in force or other legal or common control in the project?

☒

YES

☐

NO

If so, furnish details in a separate attachment. Award of RFP and Air Rights Lease

Is there an existing or proposed lease for all or a portion of the project?

☒

YES

☐

NO

Air Rights Lease

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

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

OWNER

X

TENANT

9. Zoning district in which Project is located

C-2 Commercial/Downtown Business District

10. Are there any variances or special permits required? If yes, please explain:

☒

YES

☐

NO

the current zoning permits residential uses with planning commission review and approval of a special use permit, with stipulation that residential uses shall not be within the first 30 feet of ground floor except incidental pedestrian entrances

11. Will the completion of the Project result in the removal of a plant or facility of the Applicant or another proposed occupant of the project from one area of the State of New York to another area of the State? If yes, please explain:

☐

YES

☒

NO

12. Will the completion of the Project result in the abandonment/disposal of one or more plants or facilities of the Applicant located in New York state? If yes, please explain:

☐

YES

☒

NO

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

A. Is the Project reasonably necessary to preserve the competitive position of the Applicant or such Project Occupant? If yes, please explain: ☐ YES ☐ NO

B. Is the Project reasonably necessary to discourage the Applicant or such Project Occupant from relocating outside of New York state? If yes, please explain: ☐ YES ☐ NO

14. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? If yes, please explain: ☐ YES ☒ NO

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

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

A. Will the Project be operated by a not-for-profit corporation? If yes, please explain ☐ YES ☐ NO

B. Will the Project likely attract a significant number of visitors from outside the economic development region in which the Project will be located? If yes, please explain: ☐ YES ☐ NO

C. Would the Project Occupant, but for the contemplated financial assistance from The Agency, locate the related jobs outside New York state? If yes, please explain: ☐ YES ☐ NO

D. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? If yes, please explain: ☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

City of Binghamton Planning and Zoning Commissions

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

Approval for the project and building permit

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

☐ YES ☒ NO

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

\$15,225.00

21. Does the project utilize resource conservation, energy efficiency, green technologies, and alternative and renewable energy measures? Please explain:

see project narrative

PROJECT BENEFITS/COSTS

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

UB Family, LLC

2. ESTIMATED AMOUNT OF PROJECT BENEFITS SOUGHT:

A. Amount of Bonds Sought	\$ 0.00
B. Value of Sales Tax Exemption Sought	\$ 11,321,000.00
C. Value of Real Property Tax Exemption Sought	\$ 18,462,086.00
D. Value of Mortgage Recording Tax Exemption Sought	\$ 187,000.00
E. Interest Savings IRB Issue	\$ 0.00

3. SOURCES AND USES OF FUNDS:

Financing Sources		Application of Funds	
Equity	\$ 9,741,913.00	Land	\$ 323,310.00
Local Banks	\$ 18,700,000.00	Building Acquisition/Construction	\$ 21,442,000.00
	\$	Expansion/Renovation	\$ 0.00
	\$	Machinery & Equipment	\$ 600,000.00
	\$	Working Capital	\$ 300,000.00
	\$	Other	\$ 5,776,603.00
TOTAL	\$ 28,441,913.00	TOTAL	\$ 28,441,913.00

Project Description:

See attachments

4. PROJECTED PROJECT INVESTMENT:

A. Building and Land Related Costs		\$ 323,310
1. Land acquisition		\$ 0.00
2. Acquisition of existing structures		\$ 0.00
3. Renovation of existing structures		\$ 21,442,000.00
4. New construction		
C. Machinery and Equipment Costs		\$ 0.00
D. Furniture and Fixture Costs		\$ 600,000.00
E. Working Capital Costs		\$ 300,000.00
F. Professional Services/Development Costs		
1. Architecture and Engineering		\$ 1,392,000.00
2. Accounting/legal		\$ 100,000.00
3. Development Fee		\$ 1,104,000.00
4. Other service-related costs (describe) municipal fees, utility fees, marketing and leasing, other studies, insurance and fees, construction management fee		\$ 1,237,000.00
G. Other Costs (Finance Costs)		\$ 1,662,000.00
H. Summary of Expenditures		
1. Total Land-Related Costs		\$ 323,310.00
2. Total Building-Related Costs		\$ 21,442,000.00
3. Total Machinery and Equipment Costs		\$ 0.00
4. Total Furniture and Fixture Costs		\$ 600,000.00
5. Total Working Capital Costs		\$ 300,000.00
6. Total Professional Services/Development Costs		\$ 3,833,000.00
7. Total Other Costs		\$ 1,662,000.00
<hr/>		
TOTAL PROJECT COST		\$ 28,160,310.00
AGENCY FEE 1% (1% OF PROJECT COST)		\$ 281,603.00
TOTAL PROJECT EXPENDITURES		\$ 28,441,913.00

Have any of the above expenditures already been made by the applicant?
If yes, please provide details:

☐ YES ☒ NO

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

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	0.00	0.00
YEAR 1	100.00	100.00
YEAR 2	100.00	100.00
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	\$ 0.00
YEAR 1	\$ 4,000,000.00
YEAR 2	\$ 4,000,000.00
YEAR 3	\$

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

PROJECTED PERMANENT EMPLOYMENT IMPACT

PROJECTED EMPLOYMENT FIGURES - YEAR ONE	UNDER \$30,000	\$30,000 – \$50,000	\$50,000 – \$75,000	OVER \$75,000
Number of Full-Time Employees (FTE) earning		1	2	
Number of Part-Time Employees earning				

Total Payroll For Full-Time Employees	\$	40,000.00	120,000.00	
Total Payroll For Part-Time Employees	\$			
Total Payroll For All Employees	\$	40,000.00	120,000.00	

PROJECTED EMPLOYMENT FIGURES - YEAR TWO	UNDER \$30,000	\$30,000 – \$50,000	\$50,000 – \$75,000	OVER \$75,000
Number of Full-Time Employees (FTE) earning		1	2	
Number of Part-Time Employees earning				

Total Payroll For Full-Time Employees	\$	42,000.00	128,000.00	
Total Payroll For Part-Time Employees	\$			
Total Payroll For All Employees	\$	42,000.00	128,000.00	

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		1	2	
Number of Part-Time Employees earning				

Total Payroll For Full-Time Employees	\$	45,000.00	135,000.00	
Total Payroll For Part-Time Employees	\$			
Total Payroll For All Employees	\$	45,000.00	135,000.00	

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.

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

N/A

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

☐

YES

☒

NO IF YES, PLEASE DESCRIBE:

10. FEES: This Application must be submitted with a non-refundable \$1,000 application fee to the Agency/**IDA**.

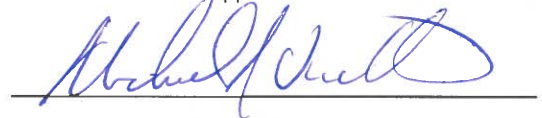
The Agency/**IDA** has established a general Agency fee in the amount of 1% of the total cost of the project.

The Agency/**IDA** will charge annually an administrative fee of \$1,500 to cover ongoing compliance and oversight; the fee shall be payable January 1 of each year until all financing documents shall terminate and be discharged and satisfied.

UB Family, LLC

Applicant

By:



Title: **Manager**

DOCUMENT LISTS

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

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

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

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

1. Insurance Certificate
Certificate of Worker's Compensation Insurance (The Agency/IDA named as additional insured). _____ ☒ YES ☐ NO

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

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

CERTIFICATION

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

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

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

3 day of Dec, 2021.


(Notary Public)

KAREN A SCHLEDERER
Notary Public, State of New York
No. 01SC6158003
Qualified in Rensselaer County
Commission Expires December 18, 2022

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 worked on the project.

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

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

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

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

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

In consideration of the extension of financial assistance by the Agency/**IDA** UB Family, 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 ends on the project to the Agency.

The Applicant understands an Agency/**IDA** tax-exempt certificate is valid for one year from the effective date of the project inducement. If an Applicant wishes to request an extension, a letter must be sent 30 days prior to the end date to the Executive Director, on company letterhead, explaining the necessity for the extension.

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 12/1/2021 (Submission date).

APPLICANT: UB Family, LLC

REPRESENTATIVE FOR CONTRACT BIDS/AWARDS: Jeff Smetana

ADDRESS: 300 Jordan Road

CITY: Troy

STATE: NY

ZIP: 12180

PHONE: 518-687-7315

EMAIL: jeff.smetana@ugoc.com

PROJECT ADDRESS: Water Street Parking Ramp, Binghamton, NY 13901

AUTHORIZED REPRESENTATIVE: Michael J. Uccellini


TITLE: Manager

SIGNATURE:



Sworn to before me this

3 day of Dec, 2021.


(Notary Public)

KAREN A SCHLEDERER
Notary Public, State of New York
No. 01SC6158003
Qualified in Rensselaer County
Commission Expires December 18, 2022

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

Building Trades
Katie Fairbrother, Secretary
kfairbrother@ualocal112.org
607-723-9593

LOCAL LABOR UTILIZATION REPORT

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

APPLICANT:

PROJECT ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

GENERAL CONTRACTOR/CONSTRUCTION MANAGER:

CONTACT:

ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

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

CHECK IF CONSTRUCTION IS COMPLETE

☐

CHECK IF THIS IS YOUR FINAL REPORT

☐

I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE CONTRACTORS THAT ARE WORKING AT THE PROJECT SITE.

Company Representative

Date

NON LOCAL LABOR UTILIZATION REPORT

To be completed for all contractors not residing within the Broome County IDA Local Labor Area

APPLICANT: PROJECT ADDRESS: CITY: STATE: ZIP: EMAIL: PHONE: GENERAL CONTRACTOR/CONSTRUCTION MANAGER: CONTACT: ADDRESS: CITY: STATE: ZIP: EMAIL: PHONE:

ITEM	CONTRACT/SUB	ADDRESS	EMAIL	PHONE	AMOUNT
Site/Demo					
Foundation/Footings					
Building	21,442,000.00				
Masonry					
Metals					
Wood/Casework					
Thermal/Moisture					
Doors, Windows & Glazing					
Finishes					
Electrical					
HVAC					
Plumbing					
Specialties					
M& E					
FF & E					
Utilities					
Paving/Landscaping					

CHECK IF CONSTRUCTION IS COMPLETE

☐

CHECK IF THIS IS YOUR FINAL REPORT

☐

I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE CONTRACTORS THAT ARE WORKING AT THE PROJECT SITE.

Company Representative

Date

EXECUTIVE SUMMARY

The Water Street Apartments project is proposed by the United Group of Companies through a new special purpose entity established to develop, own and operate the Apartments, UB Family, LLC. United, based in Troy, NY, is a substantial real estate development and management company with 50-years of successful experience. The Apartments are part of the overall Water Street Garage redevelopment, which is being undertaken by the City of Binghamton. The total Project includes demolition of the existing Water Street Garage, while maintaining a portion over the Boscov's Department Store Men's Department, and constructing a new modern public garage, which will be owned by the City's Local Benefit Corporation. UB Family, LLC will construct the Apartments above the Garage with site control established through a long-term Air Rights Lease Agreement with the Garage owner.

United has formed a joint venture with the Pike Companies for the construction and development of the Garage portion of the Project and United-Pike has signed a Development Agreement with the City. The Garage will be developed as a stand-alone project, but in coordination with the Apartment Project.

The proposed for this important site in the heart of the City will replace a dilapidated garage, create new market rate apartments and provide significant financial benefits:

- **±549 Parking Spaces** - five-level municipal parking garage (*owned by Binghamton LDC*)
- **±122 New Apartments** - five-level over parking garage (*owned by UB Family LDC*)
- **New Property Taxes** - paid over 28-year PILOT period (*paid by Apartments project*)

The new municipal Garage will serve residents, business and visitors, as well as support Boscov's continuing success as a critical driver of retail activity downtown. The apartments will attract a millennial and boomer resident base. The purchase price and new property taxes represent new revenue to the City that would not otherwise be available.

United will be a new business / stakeholder in Binghamton as owner of the Apartments, which will be managed by its award-winning property management company, United Plus Property Management, LLC AMO®.

Apartments Developer

The executives and professionals of United have successfully completed numerous projects over nearly 50 years in business, including multi-family, mixed-use and public-private ventures. United is noted for a hands-on approach, actively engaging clients and the entire development Team to create cost-effective projects that encompass excellent design and deliver quality products on-time and within budget.

United's expertise encompasses every aspect of the development process, managed by experienced professionals that identify the ideal approach for site planning, project design, building systems, construction methods and financing structure. United's fully integrated turnkey approach engages the full breadth of the Team throughout the process to create exceptional design, premium quality, cost-effective construction and innovative financing, delivered on schedule and in budget.

Development Team

United has formed an exceptional Team of professional firms for the Apartments Project that are experts and leaders in their fields providing impressive credentials for each critical component:

- **General Contractor** **The Pike Company**, Rochester, NY
Substantial general construction firm with 147-year history and over \$650 million in annual billings.
- **Architect** **CJS Architects**, Buffalo, NY
Diverse design firm with 40-years experience in large-scale apartment and mixed-use projects.
- **Structural Engineer** **McLaren Engineering**, Woodcliff Lake NJ
Full service engineering firm with particular expertise in construction / structural engineering and geotechnical services.
- **MEP Engineer** **EC4B Engineering**, Rochester NY
Mechanical, electrical and plumbing (MEP) engineering firm with a distinguished track record for design, innovation and energy conversation.
- **Civil Engineering** **Delta Engineers**, Endwell, NY
Multi-disciplinary engineering and architectural firm with 150+ employees, providing civil, mechanical, structural, survey and design services.
- **Property Manager** **United Plus Property Management, AMO®**, Troy, NY
Award winning property management firm operating over 7,500 units in 7 states with 25+ year history.

Schedule

With the Garage Development Agreements signed the schedule now involves creating building and engineering plans, securing required approvals and organizing project financing. The process has certain complexities and unknowns, however, United believes, based on its current understanding of the Project and expected approvals, that the following is a reasonable timeline at this time:

- | | | |
|--------------------------|-------------------|----------------------|
| • Demolition | start Winter 2021 | finish Spring 2022 |
| • Garage Construction | start Spring 2021 | finish Fall 2022 |
| • Apartment Construction | start Fall 2022 | finish Year-end 2023 |

Project Commitment

The United Team is uniquely qualified and positioned to develop a vibrant mixed-use project that revitalizes this blighted and decaying structure and reforms it with a modern municipal parking facility that benefits the entire community and also creates quality new housing that brings residents into downtown to further invigorate the City's culture, resources, businesses, community activities and quality of life. The significant financial contributions to the City represent new resources that would not otherwise be available.



DEVELOPER DESCRIPTION

The United Group of Companies, Inc., headquartered in Troy, NY, is a nationally recognized, award-winning Corporation with nearly 50 years of experience. United Group has become known for its successful development, acquisition, repositioning and property management for a variety of real estate assets including student housing, independent senior housing, multi-family rental housing, commercial offices and mixed use-developments.

THE DEVELOPMENT TEAM

The United Group spearheads all development activity in the following sectors: multi-family housing, independent lifestyle senior housing, student housing, commercial and mixed-use.

THE MANAGEMENT TEAM

United Plus Property Management, AMO® is responsible for marketing, leasing, and operating United's entire multifamily, senior, student housing projects as well as the commercial and mixed-use projects.

THE CONSTRUCTION TEAM

United Development Corp, is responsible for the construction management of all United's real estate development projects.

THE FINANCE TEAM

The finance team spearheads all financing activity for the United Group of Companies. The finance team, together with Millennium Credit Markets and its principals have financed over \$3 billion of real estate projects.

Principals in each group have experience and varied backgrounds in management, development construction, finance, and leasing. United has developed multi-family properties from upstate New York to as far west as California and as far south as Florida. United's commercial team is responsible for over 1.3 million square feet, and has or has previously served the following tenants in its office buildings: New York State Office of Real Property Services, New York State Assembly, SUNY Office of Technology, Verizon/Idearc, Lockheed Martin, Advanced Micro Devices/Global Foundries, and United States General Services Administration. The United Group of Companies and its seasoned professionals have been developing, financing, constructing, acquiring, and managing income producing real estate for nearly four decades. The company has a long history in the multi-family and commercial real estate markets, and its staff has been recognized for many successes on a local, regional and national level. The firm has won many project awards, company awards, and individual awards for its work in the multi-family and commercial real estate market places. United has garnered national and international awards such as Accredited Management Organization (AMO®) by the Institute of Real Estate Management (IREM®) for the 21st consecutive year as well as NAHB (National Association of Home Builders) International Gold and Silver Awards for marketing and design of housing. BOMA (Business Owners and Managers Association) Toby Awards for their two technology buildings United Step I and 400 Jordan Road. The company, led by Michael J. Uccellini, has developed over three billion dollars of successful real estate projects, acquired more than \$500 million in properties, managed approximately 1.5 million square feet of commercial space and over 6,000 residential units.

Primary Contacts:



Michael Uccellini
President and CEO
The United Group of Companies
300 Jordan Road, Troy, NY 12180
(518) 687-7300
m.uccellini@ugoc.com

Jeffrey Smetana
Executive Vice President
The United Group of Companies
300 Jordan Road, Troy, NY 12180
(518) 687-7315
jeff.smetana@ugoc.com

Evidence of Ability to Finance

Throughout its nearly 50-year history, The United Group of Companies, Inc., has developed over \$3 billion in real estate projects comprising more than \$2 billion in project financing. Based on the strength of its principals and partners and the long-term success of its projects, United has consistently secured required construction and permanent financing for numerous diverse projects, in multiple locations with a variety of forms and structures, including conventional bank financing, agency financing, FHA/HUD, debt funds, tax exempt bonds, and various tax credit programs.

Representative Lenders

United has secured project financing from multiple institutions and lending sources, including:

- M&T Bank
- Chemung Canal Trust (Capital Bank)
- Anchor Commercial Bank
- Berkshire Bank
- KeyBank
- HSBC Bank
- Citizens Bank
- Pioneer Savings Bank
- TD Bank
- Adirondack Trust
- Prudential Mortgage Capital
- M&T Capital Realty Corp.
- Greystone Real Estate Finance
- Bedrock Capital
- GE Capital
- Cantor Commercial Real Estate
- Knighthead Funding
- Trez Capital

Representative Project Financings

Recent transactions closed by United for construction and permanent financing include:

Arcadia Gardens , Palm Beach Gardens, FL Senior Apartments (IL-Lite) 220 units	M&T Bank Construction Mini/Perm	\$53,300,000
The Alloro , Sarasota, FL Active Adult Apartments (IL-Lite) 183 units	Trez Capital Construction Mini/Perm	\$37,100,000
The Sovana at Stuart , Stuart, FL Senior Apartments (Active Adult) 182 units	Knighthead Funding Construction Mini/Perm	\$32,100,000
Deerfield Place , Utica, NY Market Rate Apartments 157 units	Berkshire Bank Construction Mini/Perm	\$22,700,000
The Hamilton at Lakeside , Kissimmee, FL Market Rate Apartments 108 units	Greystone Real Estate HUD 221(d)(4)	\$20,430,000
College Suites at Hudson Valley , Troy, NY Student Apartments 248 beds	M&T Realty Capital Perm / Freddie Mac	\$17,318,000
Glenmont Abbey Village , Glenmont, NY Senior Apartments (Active Adult) 144 units	Berkshire Bank Construction Mini/Perm	\$16,500,000
College Suites at City Station , Troy, NY Student Apartments 157 beds	Chemung Canal Trust Construction Mini/Perm	\$13,200,000
The Gables at Lakeside , Kissimmee, FL Market Rate Apartments 133 units	3650 REIT Loan Funding Permanent Financing	\$12,250,000

Bank Letters of Interest

United has obtained letters of interest in financing the Project from two prominent banks that have extensive experience in Binghamton and the Southern Tier and also have well-established relationships with United – M&T Bank and Capital Bank (a Division of Chemung Canal Trust Company):

- **M&T Bank**



Michael J. Uccellini
President & Chief Executive Officer
The United Group of Companies, Inc.
300 Jordan Road
Troy, NY 12180

RE: City of Binghamton Water Street Mixed-Use Project - Request for Proposal

Dear Michael:

I am pleased to submit this letter as an expression of interest in providing construction and permanent financing to the United Group for the Mixed-Use Development Project on Water Street in Binghamton, New York, which is the subject of a Request for Proposal from the City of Binghamton.

We understand that the proposed mixed-use Project will include two primary components: a ± 500 car parking garage that will be controlled by the City; and a ± 120 -unit market-rate apartment project that will be owned and operated by a to be formed Single Purpose Entity (SPE), each of which will be financed separately. Various options for financing the garage are to be explored and we would have an interest in discussing any structure that may include a conventional bank loan, letter of credit, tax-exempt bonds or other structure consistent with the Bank's business interests. For the apartment component, we are prepared to discuss a construction loan / mini-perm or similar structure consistent with our traditional market terms with the United Group.

The Bank has a well-established and favorable relationship with the United Group and we appreciate the opportunity to consider this opportunity to do additional business.

The City of Binghamton and New York's Southern Tier is a market where the Bank has a considerable history and commitment and we look forward to expanding that presence.

This letter is only an expression of interest to consider lending or other financial participation in the Project and is not a commitment to lend or provide any financial resources to the United Group or for the Project.

We look forward to learning more about the Project and discussing how we may work with the United Group on this exciting and important development in the City of Binghamton.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. Tumonis", with a stylized flourish at the end.

Joseph A. Tumonis
Vice President
M&T Bank Commercial Real Estate
518-464-6153
jtumonis@mtb.com

- Capital Bank (a division of Chemung Canal Trust Company)



November 20, 2020

Michael J. Uccellini
President & Chief Executive Officer
The United Group of Companies, Inc.
300 Jordan Road
Troy, NY 12180

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We look forward to learning more about the Project and discussing how we may work with the United Group on this exciting and important development in the City of Binghamton.

Very truly yours,

Daniel Fariello

Daniel Fariello

President

Capital Bank, a division of Chemung Canal Trust Company

PROJECT DESCRIPTION:

The overall Project will include several key components:

- **Public Parking** – the principal element of the Project is the demolition of the existing Water Street municipal parking garage, which has reached the end of its useful life, and construction of a replacement garage that includes a minimum of 500 spaces, which will be owned and operated by Binghamton’s Local Development Corp.
- **Bosco’s Parking** – the new garage will also coordinate efficiently and effectively with the contiguous Bosco’s Department Store, which currently utilizes the existing garage as its primary source of customer and employee parking. The Bosco’s store in the heart of downtown Binghamton is an essential community asset as a destination location for shoppers through the region, providing jobs and bringing visitors into the City. It’s important that the new garage continue to provide Bosco’s customers with convenient and safe parking and access into the store.
- **Market-Rate Apartments** – the 123 new market rate apartments are expected to attract both young professionals and empty nesters to this prime downtown location, with attractive one-bedroom and two-bedroom floor plans



Building & Program Summary

Garage Parking	Standard	ADA	Total Spaces	Gross SF
Level 1	73 spcs	4 spcs	77 spcs	34,100 sf
Level 2	112 spcs	4 spcs	116 spcs	38,200 sf
Level 3	137 spcs	4 spcs	141 spcs	50,800 sf
Level 4	116 spcs	0 spcs	116 spcs	38,200 sf
Level 5	99 spcs	0 spcs	99 spcs	33,500 sf
Total	537 spcs	12 spcs	549 spcs	194,800 sf

Apartment Units	A1	A2	B1	B2	B3	B4					
	1 bed 1 bath	1 bed 1 bath	2 bed 2 bath	2 bed 2 bath	2 bed 1 bath	2 bed 2 bath					
	710 sf	675 sf	1,065 sf	1,220 sf	900 sf	1,540 sf	Total Units	Rentable SF	Amenity Space	Common Space	Gross SF
Floor 1	11 units	2 units	7 units	2 units	2 units	2 units	26 units	23,935 sf		4,577 sf	28,512 sf
Floor 2	11 units	2 units	7 units	2 units	2 units	2 units	26 units	23,935 sf		4,577 sf	28,512 sf
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Floor 4	11 units	2 units	7 units	2 units	2 units	2 units	26 units	23,935 sf		4,577 sf	28,512 sf
Floor 5	9 units	1 units	6 units	1 units	1 units	1 units	19 units	17,115 sf	5,400 sf	4,413 sf	26,928 sf
Total	53 units	9 units	34 units	9 units	9 units	9 units	123 units	112,855 sf	5,400 sf	22,721 sf	140,976 sf
Lobby Level 1											1,040 sf
Lobbies 2-5											2,400 sf
Total Apartments							123 units				144,416 sf

Project Totals	Spaces & Units	Gross SF
Parking	549 spcs	
Apartments	123 units	
GSF		339,216 sf

Advancement of City's Project Goals

The City's identified Development Goals are well addressed and fulfilled with the United-Pike proposed design and development approach.

- **Maximize Space for all Requirements**

The proposed new garage provides an extremely efficient design for utilizing the available buildable area by forming the structure within the current garage foot print and salvaging a portion of the parking area that extends over the Boscov's Department Store. The new design delivers 549 total parking spaces, including 30 spaces over Boscov's, but avoids the structural and operational problems that would be involved with rebuilding the entire three level above Boscov's, including a long-term closure of the store operations in this important section of the store.

- **Create a Vibrant Development**

The Project promotes activity, growth and vitality in City in several important ways:

- 1) The Project provides essential public parking in a critical location in the urban core. Although parking lots and garages are not desirable or attractive uses of prime urban real estate, to attract residents, employers, businesses, tourism and visitors into the core business district, sufficient, safe, convenient parking is critical. The new Project creates ±549 convenient and accessible parking in this vital location.
- 2) The Project also creates new market-rate housing that will be attractive to young professionals and empty nesters that seek to live near work, restaurants, shopping, culture, entertainment, and the overall lifestyle offered in a quality urban community. These new residents in downtown Binghamton will solidify employers that are based in the city and support the retailers, restaurants, service providers, entertainment and cultural organizations and other community activities.

Each of these important elements contributes significantly to vibrancy, success and quality of life in downtown Binghamton.

- **Address Market Demand**

Again, the Project addresses important needs:

1. The demand for parking in downtown Binghamton is well established by multiple studies and is a commonly understood and accepted need. The new Project helps meet that market demand with ±549 spaces in a desirable and accessible location.
2. The need for quality market rate housing has also been a long-established need as the City has seen numerous new student housing projects developed over the past 10-years, but only limited market rate housing that would serve the broader community. The market-rate housing that has been developed has done well, thus reinforcing the identified need.

United-Pike's initial market research has identified strong demographic indicators within the cohorts of young professionals (millennial generation age 25-40) and empty nesters (baby boomers age 55-75) and believes a well designed project, with quality apartments, appealing amenities and supportive services with available

public parking and walkability to work, restaurants, retailers and entertainment, presents solid demand and should successfully support the Project.

- **Achieve Architectural Distinction and Design Excellence**

United-Pike believes the proposed Project design will establish an iconic and distinctive building in this highly visible and accessible location that will convey the pride, optimism and vitality of the City of Binghamton and the broader community.

- **Incorporate Sustainable Building Practices**

The United-Pike Team is fully committed to sustainable building practices, smart growth strategies and best-methods approaches for design, construction and operations, which are reflected in the currently proposed Project concepts and will continue to be prevalent as the Project progresses from planning to completion and operations.

Funding Source

Apartment Financing

The United Group, as the owner, will provide all debt and equity required for financing the Apartment portion of the Project. It is currently anticipated that a conventional construction/mini-perm debt structure will be pursued and United has received letters of interest from two prominent and capable lenders with whom they have considerable experience – M&T Bank and Capital Bank (a Division of Chemung Canal Trust Company).

3. PURCHASE/LEASE PRICE:

Project Ownership

The Project will comprise two distinct components:

Project Component	Control Structure	Owner or Controlling Entity
1. Municipal Parking Garage 5-levels / ±549 space	Owned by the City's Public Benefit Corp.	City of Binghamton Public Benefit Corp.
2. Apartments: above Parking 5-stories / ±122 units	Air Rights secured by United from City	UB Family, LLC (United Group entity)

Garage - United-Pike assumes that the garage will continue to be owned and controlled by the City or another related public entity at the City's discretion.

Apartments - United assumes it will acquire ownership and control of the air rights above a ready-for-construction building pad on the top level of garage in a manner that provides United with complete control and rights in a form and with terms acceptable to United and its lender.

(a) Development Agreement

United-Pike have entered into a Development Agreement with the City for the garage portion of the Project, whereby United-Pike will work with the Development Team to provide a complete scope of development services to deliver a final turnkey Project consistent with the City's development plan, goals and directive. The Development services will include: planning and programming; design development; municipal approvals and entitlements; financial budgeting and modeling; arranging of project financing and construction management services. The Development Agreement will include a Development Fee of 5.0% of the Total Development Costs for the garage.

4. SITE PLAN AND ARCHITECTURAL DESIGN:

(a) Building Program

The new building will include five levels of parking in a municipal garage with 549 spaces and a five-story building above with ±122 market rate apartments that will include a variety of one-bedroom and two-bedroom unit plans, plus amenity and common space.

Building & Program Summary

Garage Parking	Standard	ADA	Total Spaces	Gross SF
Level 1	73 spcs	4 spcs	77 spcs	34,100 sf
Level 2	112 spcs	4 spcs	116 spcs	38,200 sf
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Project Totals	Spaces & Units	Gross SF
Parking	549 spcs	
Apartments	123 units	
GSF		339,216 sf

(b) Concept Plans & Renderings

PROJECT PLANS AND RENDERINGS

Design Narrative

Location

The Water Street Mixed-Use project is situated in a highly visible and active location within the central business district of the City of Binghamton, between two prime gateway bridges into the business district at Court Street and Clinton Street and adjacent to the Chenango River, looking toward the City's West Side neighborhood.

The existing garage provides convenient and essential parking to the Boscov's Department store, which is a major destination retail anchor downtown, as well as for the City's Theater District, retail and dining establishments, business and service offices and entertainment and community venues. As such, the Project bears the responsibility of continued support for all these important users in a modern, safe and efficient new facility, as well as facilitating new vibrancy and activity within the City.

The Project design and presence must express an energy, vivacity, prominence and conviviality that supports and reinforces the City's vision and goals for all residents, workers, businesses, visitors and stakeholders.



Description of Exterior

The Project leverages off the construction of the new parking structure to create new apartments as a value-add use of the old, obsolete and blighted garage site. This efficient use of the prime downtown location replaces and refurbishes a necessary utilitarian function while adding a new dynamic element that energizes the site, the immediate vicinity and downtown business district. The new Project also provides the opportunity to add a new and alluring feature to the downtown skyline that expresses the optimism, energy and vigor of the City.

By combining these two uses, a larger scale mixed-form structure is created, presenting a mass and stature that requires complimentary yet distinctive design considerations.

The overall design concept is to create an upper structure (five-stories of apartments) that appears to float above the lower structure (five-level garage), thereby highlighting the active residential use while allowing the more functional-serving garage to rest in the background, playing its role as a supportive facility.

The apartment component features three distinct parts along the undulating plane of the façade, with different materials, textures and colors, as well as design features that create interest, variation and depth. The two strong vertical corners ground the horizontal brick mass cantilevered over the parking structure. The details of the projecting balconies and windows provides another layer of interest.

The top floor on the north end will host a residential clubhouse with a taller ceiling/roof height and will feature prominent glass wall sections that add interest, volume and illumination to this highly visible focal point. Façade materials are proposed to include different brick, cementitious and metal panel, and other durable materials. The design blends a series of earth-tone colors that create a rich, natural, expressive and modern presence floating above its foundation.



The upper section reaches down vertically at the corner stair towers with perforated Corten screen that form a defining edge that adds structure and color, while allowing free-flowing ventilation, visibility and light to permeate the surface.

The garage is formed by horizontal concrete panels in a grey shade that allows the structure to play its role as a simple supportive background base piece lifting the dynamic and active featured element above.

The Project is integrated at the street level with design and landscape features to create a pleasant pedestrian experience, while fulfilling the functional needs of vehicles and individuals in and out of the garage and for residential access into street-level lobbies for the apartment elevators and stairs.

The entrances are highlighted with distinctive metal framing that add visual detail and assist in wayfinding to the appropriate entry points. Street trees, light poles, planters and pennants are added to finish the urban street level character along the sidewalk.

Construction of the garage is currently expected to be precast structural concrete, but other approaches, such as poured-in-place concrete, will be explored. The apartment structure above is currently planned as metal stud framing with either precast concrete or post-tension decking.



Sustainability

Sustainability starts with site selection. Based on this, the proposed mixed-use development at 199 Water Street is well positioned to achieve high ratings. The project utilizes the existing site of a dilapidated municipal garage, replacing it with a new modern parking structure that supports and services essential needs in the urban core of the City. It further creates new residential development in the center of an existing walkable, pedestrian oriented, mixed-use community, facilitating the foundation for a sustainable building and promotes sustainable lifestyles.

Apartment Design



CJS Architects – Sustainability Practices and Commitment

CJS embraces the fundamentals of green building design through its general practice and applies the latest techniques and standards to every project designed. This project will be designed keeping LEED guidelines in mind. CJS strongly believes that sustainable buildings are not only achieved by good design, but that the overall long term success of a facility is realized years after occupancy. The success of a sustainable design project is dependent upon the owner, contractor, and design team and parties on the team are committed to achieving a “sustainable building” and we will maintain the appropriate balance between project requirements, sustainable design criteria, budgets, and all project and community goals.

CJS’s approach to sustainable building design is through the integrated design process, which involves the collaboration of owners, architects and engineers at the earliest stages of the project. CJS models the performance and optimization of all building systems holistically, including the building massing orientation, a progressive model of the building envelope to establish the diminishing return point, examination of glass type usage, environmental air delivery and the balance benefit between natural and artificial lighting.

Once the optimum building has been established, an investment plan of the facility is undertaken based upon owning and operating cost information. An economic/life cycle analysis is completed to fine tune the design approach. The CJS approach to life-cycle cost analysis includes both simple payback analysis and a detailed economic analysis.

Once the strongest options are identified, the more sophisticated economic analysis is performed. This process considers varying inflation rates, capital, interest and replacement costs, interest deduction, depreciation allowances, taxes, tax credits, utility incentives and mortgage payments. These considerations create a comprehensive tool for creative and intelligent decision making. BIM is a requirement when pursuing LEEDTM Certification. CJS’s goal for the sustainable building project is to help achieve a cost neutral, energy efficient, environmentally conscious product.

CJS Architects has five (5) full time LEED certified employees

ZONING & SITE PLAN

Building Area

The parking garage will include 549 total spaces, 12 of which will ADA compliant, and comprise 194,800 total gross square feet.

The apartment building will include 123 apartments, comprised of 62 one-bedroom units and 61 two-bedroom units, plus a ±5,400 clubhouse amenity space on the top floor, which will include the property management office, resident lounge, fitness center, social spaces and an outdoor roof terrace overlooking the Chenango River. The apartments will also have a secure entrance lobby on the at street level on Water Street and elevator/stair lobbies on each of the parking levels.

Building & Program Summary

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Total Apartments							123 units				144,416 sf

Project Totals	Spaces & Units	Gross SF
Parking	549 spcs	
Apartment	123 units	
GSF		339,216 sf

Current Zoning

The property is currently zoned C-2 Commercial / Downtown Business District, which permits residential uses with Planning Commission Review and Approval of a special use permit, with the stipulation that residential uses shall not be within the first thirty feet of the ground floor, except for incidental pedestrian entrances that lead to the dwelling areas within the building.

The Zoning Code provides the following additional provisions:

- | | |
|---------------------------|--------------|
| • Minimum lot area | 6,000 sf.ft. |
| • Minimum lot width | 0' |
| • Minimum front setback | 0' |
| • Minimum side setback | 0' |
| • Minimum rear setback | 20' |
| • Maximum lot coverage | 90% |
| • Maximum building height | 120' |

The existing municipal garage covers 100% of the site and has a 0' rear setback. The proposed Project will conform to the zoning criteria except for lot coverage and rear setback, where the Project will be consistent with the existing municipal garage layout.

Based on the proposed Project plan and design, it is understood that all requirements and entitlements for development the Project will be secured through an appropriate process with the City Planning Commission and Building Department.

No-Build Easement

United -Pike expects to pursue a No-Build Easement for the property to the south and west of the Project parcel. The Boscov's Department Store is situated to the south, with its one-story Men's Department building and three levels of parking above connected to the existing garage. The development plan proposes to remove the two upper levels of parking and retain one level over the Boscov's structure. The No-Build Easement for the area above the remaining parking level will protect the view lines for the south-facing apartments in the new building.

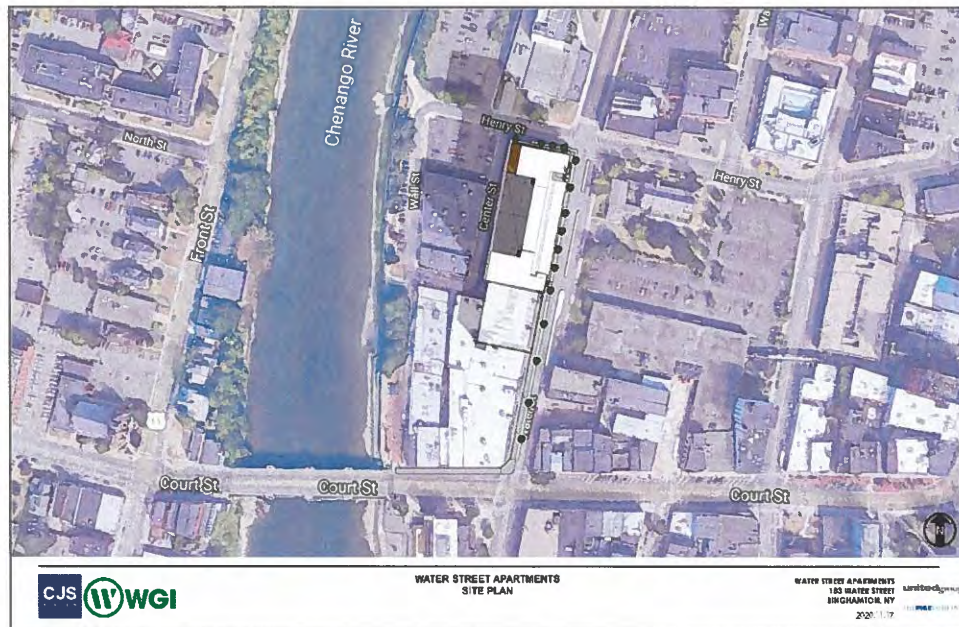
A three-story building is currently located immediately to the west of the Project site, the height of which is approximately at the level of the new parking structure. The No-Build Easement will be pursued to project the view lines for the west-facing apartments.



Apartment Plan

As proposed, the apartment building plan is expected to comply to all City building code and fire code specifications and requirements.

The proposed building structure conforms with the layout of the existing municipal garage on the site.



THE AGENCY | BROOME COUNTY IDA
WATER STREET APARTMENTS

The proposed building design establishes the following building height details above grade:

- Hight finished floor elevation 102' 8"
- Top of parapet 113' 8"
- Highest point of building structure 117' 8"



DEVELOPMENT TIMEFRAME:

The Project development will include four fundamental phases and, based on the current understanding of the expected process and requirements, the following expected timeline:

Project Development Phases	Expected Duration
1. Organization & Approvals	
a. Developer Selected & Development Agreement Signed	1 to 3 months
b. Schematic Design	2 to 3 months
c. Approvals & Entitlements	3 to 4 months
2. Demolition of Existing Garage	
a. Demolition Permit & Requirements	1 to 2 months
b. Demolition	3 to 4 months
3. New Garage Design & Construction	
a. Financing	3 to 4 months
b. Construction Documents	4 to 5 months
c. Building Permit & Requirements	1 to 3 months
d. Construction	8 to 10 months
4. Apartment Design & Construction	
a. Financing	3 to 4 months
b. Construction Documents	4 to 5 months
c. Building Permit & Requirements	2 to 3 months
d. Construction	12 to 14 months

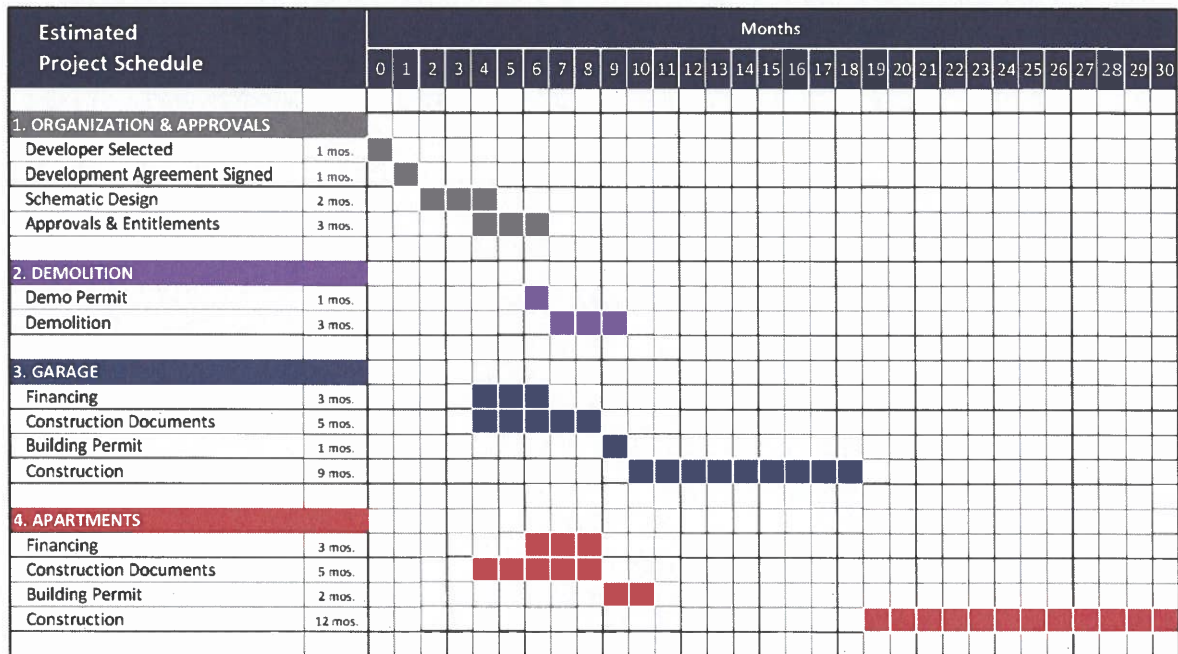
Immediately upon signing of the Development Agreement, the United-Pike Team will engage fully in the development process outlined above.

Some of the phases will overlap and run concurrently, which provides some flexibility in managing the various processes and requirements. Certain aspects of the schedule will require direct involvement with various City officials, agencies and boards. Other elements will require specific input and decision making on the part of the City and other public agencies, in particular with the planning, structuring and processing of the financing for the garage.

Given all of the above, and based on the information available and the understanding of the Project requirements, United-Pike believes it is reasonable to assume the Garage component can begin in early 2021 and be completed and available for public parking use before the end of 2022.

Understanding that certain durations will likely change and that additional issues or questions will arise that need to be addressed, the following is a reasonable overall Estimated Project Schedule at this time:

Project Schedule



Contingencies

Contingencies that May Impact Project Schedule

1. Approval of the Development Agreement
2. Approval and entitlement timeline
3. Unexpected structural conditions of the existing garage
4. Unexpected geotechnical, soil, water table or flood plain conditions
5. Unexpected environmental conditions for the garage or site
6. Unexpected archeological conditions
7. Financial market conditions
8. Material construction cost escalations and changes
9. Continuing effects from COVID-19 that may: impose restrictions or limitations on development requirements; delay the entitlement or approval process; impact the availability of sources and costs of labor, material and other resources; influence the availability of financing; or other unforeseen implications.
10. Any new pandemic, epidemic or natural disaster

FLOOD ZONES:

The land parcel is within the regulatory floodplain but outside the regulatory floodway, with a current base flood elevation of 846. The new garage plan sets the grade level at elevation 847 – one foot above the base flood elevation, which should meet Federal Emergency Management Agency (FEMA) guidelines.

The first level of the Project primarily comprises garage parking with some amount of building support space, including stair and elevator lobby areas and bike storage. There are no residential, commercial or retail uses on the first floor. To the extent possible, electrical rooms, mechanical rooms and any other equipment and/or uses will be located on upper levels.

Should any flood plain or flood way issues arise, adjustments to plan will be made as necessary.

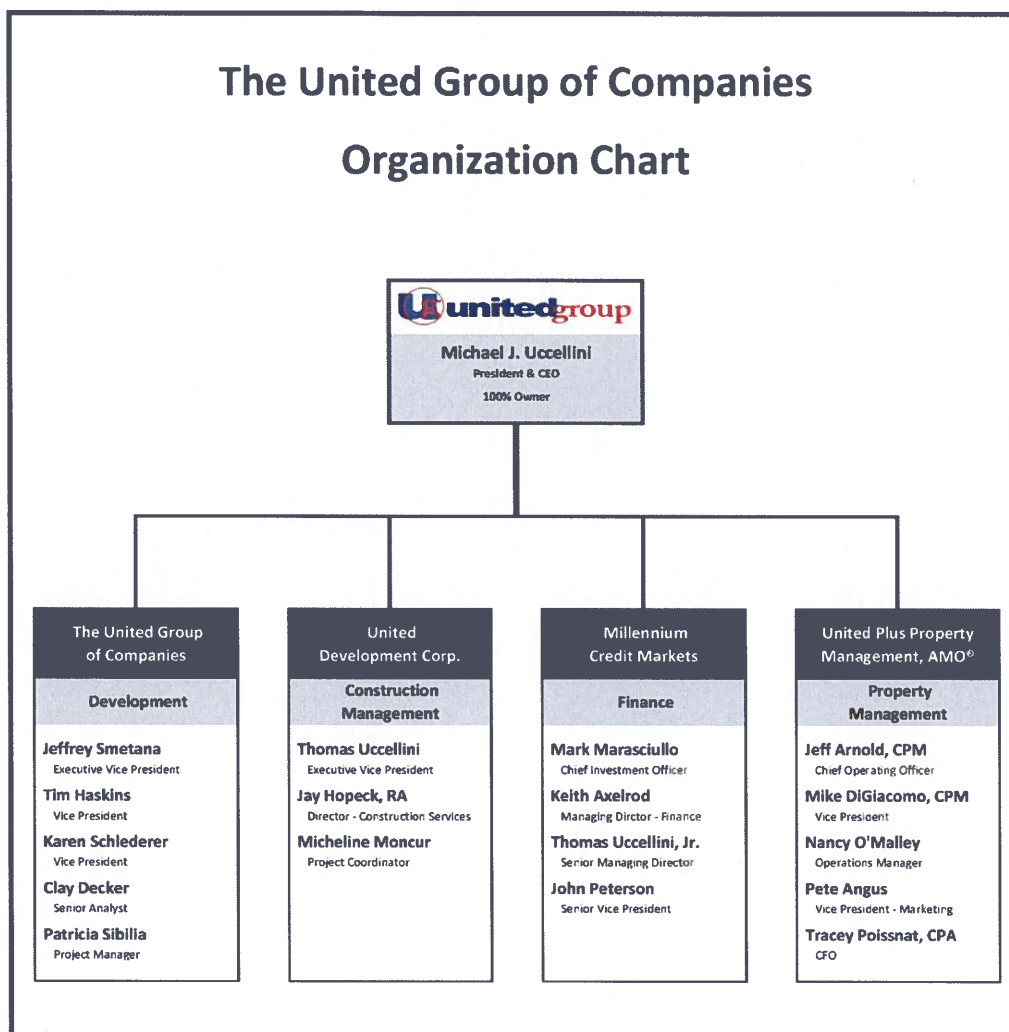


DEVELOPMENT TEAM QUALIFICATIONS:

The Project will be developed by a joint venture of the United Group of Companies and Pike Development, each with extensive experience with similar large-scale projects. United-Pike has assembled an exceptional team of professional firms that are recognized industry leaders, providing broad experience and expertise for each critical component of the Project.

Members of the Development Team have worked together and collaborated on multiple diverse projects over a number years.

Development Team



Brief profiles of each Team member follow, with complete qualification statements and detailed experience narratives included in the Appendix section.

THE UNITED GROUP OF COMPANIES

Over its 50-year history, the United Group has developed over \$3 billion in real estate projects involving over \$2 billion in financing and offers a comprehensive scope of development and management services through its multi-faceted entities. The professionals in each discipline provide focused expertise in a collaborative and iterative process for each project that identifies optimal structures and best practices to achieve optimal and targeted results.

United's comprehensive scope of development services includes market evaluation, property assessment, site planning, design development, approvals and entitlements, cost budgeting, financial modeling, project financing, construction administration, commissioning, promotion and pre-leasing and property management.

Project Executives

The Project Executives for United will be actively and substantively engaged in every aspect of the Project:

- **Michael J. Uccellini, CPM®, COS®** | CEO / Principal
Michael Uccellini oversees a full-service real estate company specializing in the development, finance, construction, acquisition and management of real estate. He has spearheaded over \$2 billion in real estate development, acquisitions and financing transactions. Currently, Mr. Uccellini is directing the development, construction and financing of \$350 million in senior, student, multifamily, commercial and mixed-use developments.
- **Jeffrey Smetana** | Executive Vice President of Development
Jeff has over thirty-years of experience in real estate development, construction, property management, finance and accounting, including new development and acquisition of deals totaling over \$600 million with \$400 million in financing. He is responsible for all phases of project development, including opportunity assessment, planning, entitlements, design development, financial modeling, construction budgeting, project management and construction and permanent financing.

United Group Entities

The United Group provides its broad scope of development services through several industry-focused related entities:

- **The United Group of Companies – Development Services**

The United Group offers complete turnkey development services, including market analysis, selection, site planning, design development, approvals and entitlements, financial modeling, construction cost budgeting, contractor selection and negotiation, construction management, and project financing.

- **United Development Corp. – Construction Management**

UDC provides comprehensive construction management services, including design development support, cost estimating, value engineering and construction management. With the general contractor, UDC facilitates a construction cost estimating and budget process that will establish a schedule of values, by evaluating various means and methods and utilizing a value engineering approach that engages various specially subcontractors to consider alternatives and determine that optimal systems for the project. Based on the final plans, specifications and schedule, a complete scope of construction services is negotiated with the general contractor establishing a guaranteed maximum price and fixed delivery date. To facilitate the success of a project, UDC works with the client, architect, engineers, and general contractor to produce the best possible product in the most cost effective and timely manner.

- **Millennium Credit Markets, LLC – Finance**

MCM organizes and arranges financing for United projects, including construction and permanent debt and equity investments through a broad range of sources, forms and structures. MCM has arranged project financing through conventional construction debt, JV common equity, PPM equity, United's equity, HUD 221d4 Construction debt, agency financing, tax exempt bond financing, EB5, preferred Equity, Grants and Tax Credits and has many strong institutional equity and commercial banking relationships.

- **United Plus Property Management, LLC AMO®**

UPPM is a nationally recognized and award winning property management company with a staff of over 300 professionals operating in 7 states and directing operations of more than \$700 million of multi-family and commercial real estate encompassing more than 5 million square feet. UPPM's management professionals hold expertise in every facet of property management: marketing, leasing, operations, maintenance, and accounting. UPPM has been recognized with numerous national award for professional excellence. The professional staff are experienced experts in their field and many have obtained the most respected designations in their industry: Certified Professional Manager (CPM®) and Residential Manager (ARM®) from the Institute of Real Estate Management, and Real Property Administrator (RPA®) from the Building Owners and Managers Association International.

Construction, Design & Engineering Team

General Construction

The Pike Company | Rochester, NY

Founded in 1873, Pike is a multi-discipline general contractor and construction management firm and recognized as one of the leading construction firms in the northeast with annual billings in excess of \$650 million. Their work includes: college, school and institutional; public, civic and federal government; mixed-use and office; distribution and retail; energy systems; and infrastructure, garages and bridges. Pike's long list of projects and repeat customers demonstrates its success at maintaining long-term relationships, exceeding expectations and completing each project on schedule and within budget.

Architect

CJS Architects | Rochester & Buffalo, NY

CJS have over 40-years of experience providing superior architectural and design services to a broad base of clients, including major development firms, colleges and universities, notable corporations, civic and governmental agencies and prominent institutional organizations. CJS has considerable experience with significant and complex multi-family, mixed-use and transportation-based projects. The firm's services include architectural design, interior design, sustainability consulting and master planning.

Mechanical Engineer

EC4B Engineering, PC | Rochester, NY

EC4B combines MEP and energy expertise to offer clients sophisticated, value-driven solutions to the operational, financial and environmental challenges they are facing. EC4B Engineering provides design, engineering, and consulting for Mechanical, Electrical & Plumbing Engineering Services. Comprised of a diverse and multi-disciplined staff of engineers, EC4B forms the appropriate team of professionals to answer the challenges of each project and create solutions that address both short and long term goals.

Structural / Geotechnical Engineer

McLaren Engineering | Woodcliff Lake, NJ

McLaren Engineering Group is a leading full-service engineering firm renowned for its trusted, high quality, and innovative approach to solving complex challenges. With industry experts in multiple technical disciplines, our team has provided customized solutions for over 20,000 projects through consultation, design, inspection, and construction management. With over four decades of experience, a staff of 250+, and 11 offices worldwide, McLaren addresses every project's specific needs with technical excellence and creative innovation.

Civil Engineer

Delta Engineers, Architects & Surveyors | Endwell, NY

Delta is a substantial 45-year old multi-disciplinary engineering and design firm providing professional services including: civil, mechanical, structural, transportation and environmental engineering; architecture; landscape architecture; surveying; ecological services; and other specialty services.

FINANCIAL INFORMATION:

Real Estate Tax Exemptions (PILOT)

Garage

It is assumed that the Garage will be wholly exempt from Real Estate Taxes.

Apartments

The Apartment Project will serve as a source of new property tax revenue for the City, County and School District through a PILOT Agreement, as the property is currently tax exempt. In addition, the new apartments will attract new residents to the downtown business district, further driving the revitalization of the City and supporting the existing businesses, restaurants, and entertainment and cultural venues.

United proposes a PILOT term of 28-Years beginning at the initial residential occupancy of the Apartments with other terms to be discussed and agreed with the City and other stakeholders.

The PILOT Agreement is necessary to provide apartment rents that are competitive in the Broome County market, affordable to prospective residents and feasible within the financial budget for the Project to secure financing.

The 28-Year PILOT term is necessary to allow for the dedication of 5% of the apartments as Workforce House, reserved for residents at 80% of AMI.

It is assumed that an Assessed Value will be agreed between United and the City Assessor and that a mutually acceptable tax abatement schedule that reduces over the PILOT term will be established.

Sales Tax and Mortgage Recording Tax

It is assumed that Sales Tax and Mortgage Recording Tax exemptions will be available through traditional programs.

Project Team

ARCHITECT

CJS Architects

www.cjsarchitects.com

755 Seneca Street

Buffalo, NY 14210

Robert Stark, Principal

(716) 856-6448 x301

rstark@cjsarchitects.com

Tony Borgese, Project Architect

aborgese@cjsarchitects.com

STRUCTURAL ENGINEER

McLaren Engineering Group

www.MGMclaren.com

530 Chestnut Ridge Road

Woodcliff Lake, NJ 07677

David McLaren, VP

(212) 324-6300

dmclaren@MGMclaren.com

Christian DeFazio, Sr. Associate

(212) 324-6300

cdefazio@MGMclaren.com

MECHANICAL ENGINEER

EC4B Engineering, PC

www.ec4b.com

15 Schoen Place, Suite 300

Pittsford, NY 14534

Bruce Keeley, Principal

(585) 641-7121

bkeeley@ec4b.com

PROFESSIONAL PROFILES

The United Group of Companies

Michael J. Uccellini

President and CEO

As President and CEO, of The United Group of Companies, Inc, Michael Uccellini oversees a full-service real estate company specializing in the development, finance, construction, acquisition and management of real estate. He has spearheaded over \$2 billion in real estate development, acquisitions and financing transactions. Currently, Mr. Uccellini is directing the development, construction and financing of \$350 million in senior, student, multifamily, commercial and mixed-use developments.

Mr. Uccellini directs a staff of over 300 professionals at The United Group of Companies, Inc. As Manager of United Plus Property Management, LLC AMO® and President of United Realty Management Corp. AMO®, Mr. Uccellini directs the asset and property management of a \$700 million commercial and multi-family portfolio for the United Group and third-party clients, of nearly 6 million square feet.

Under Mr. Uccellini's guidance, The United Group has received numerous awards and accolades for Historic Redevelopment and Preservation (SHPO), the US Army Pentagon Awards for Military Housing Excellence, NAHB's 50+ Senior Housing 2008 Gold and Silver Achievement Awards for best marketing, NAHB 50+ 2009 Senior Housing Award (Silver) for best Clubhouse. Mr. Uccellini created United's prestigious SUN® Program that received United Group's first registered trademark, and earned a Silver LEED® Certification for the first 105,000 sf high tech office and light assembly manufacturing building in NYSEDA's Saratoga Technology and Energy Park (STEP). In addition, eight prestigious awards have been earned from NAHB. The NAHB awards are the industry's only national awards program that recognizes companies for superior building, design, marketing efforts, and lifestyle programs. In 2019, United was the Silver Award winner for Builder of the Year. In the same year, UPPM was named the AMO® of the Year by IREM.

Mr. Uccellini holds a Master's degree in Business Administration from Rensselaer Polytechnic Institute's Lally School of Management and Technology in Troy, New York. He holds a Bachelor of Arts degree in Managerial Economics from Union College in Schenectady, New York. He is also a graduate of Deerfield Academy. In addition, Mr. Uccellini is active with a variety of community and national organizations. He is a Trustee of St. Gregory's School for Boys, Loudonville, New York, and a Board Member of the Center for Economic Growth, Albany, New York. Mr. Uccellini is a CPM®, COS® and is a past Chair of IREM National's FHAB and LPP National Committees as well as current Chapter President. He is also a member of several Real Estate related organizations (IREM, BOMA, ICSC, US Green Building Council, AUSA, ACUHO-I, NAR, NAHB and others.)

Jeffrey Smetana

Executive Vice President of Development

Jeff has over thirty-years of experience in real estate development, construction, property management, finance and accounting, including new development and acquisition of deals totaling over \$800 million with \$500 million in financing. His work has included multi-family, senior housing, student housing, mixed-use and commercial projects encompassing diverse forms of financing including conventional, tax-exempt, various tax credit programs and a variety of equity structures.

At United Group, Jeff is responsible for all phases of project development, including opportunity assessment, planning, entitlements, design development, financial modeling, construction budgeting, project management and construction and permanent financing.

Jeff has a Masters Degree in Accounting from the State University of New York at Albany and a BS in Economics from the State University of New York at Oneonta.

He previously worked as a certified public accountant for Ernst & Young.

Tim Haskins

Vice President

Timothy R. Haskins is responsible for managing all phases of project development, including site selection, design development, municipal approvals, code review, cost analysis and construction management of new projects.

Tim's experience includes over 30 years in engineering, construction, and real estate development, in a variety of product lines including student housing, senior housing, multi-family residential housing, office buildings and manufacturing facilities.

Tim has served as project manager for the development of more than \$180 million in projects located in New York, Massachusetts, Georgia, and Florida.

Prior to working with United Group, Tim served as General Manager of Earth Alliance of Saratoga, Director of Regulatory Affairs and Special Projects for Emsig Manufacturing Corp., and Production Manager/Plant Engineer for Universal Medical Instruments. In addition, Tim has served over eight years in the United States Navy as a Reactor Operator and Electronics Technician.

Tim is a graduate of the US Naval Nuclear Power School in and has had extensive training in electronics, mechanical systems, materials, heat transfer and fluid flow, nuclear science, math and physics.

Tim also has held licenses to sell real estate and insurance in the state of New York.

Karen Schlederer

Vice President of Development Services

As Vice President of Development Services, Karen serves as a senior member of the management team. She is an integral part of the development and finance division and has been a dedicated professional since joining United Group in 1998. During her tenure, Karen has held a variety of positions ranging from administration to property management.

Karen currently represents the development and finance division in development-related activities for new business and ensures internal systems and guidelines are executed to optimize the effectiveness of each team. She is responsible for ensuring that the development and finance divisions are focused, productive, and achieving United Group's desired outcomes for performance. Karen is also responsible for due diligence efforts associated with loan applications and refinancing efforts, and facilitates and expedites loan closings to ensure banking requirements are met.

Karen has participated in the development and management of over 6,000 apartments and financing in excess of \$625 million of real estate-related transactions; including the use of taxable and tax-exempt structures and conventional mortgages.

Karen holds an Associate of Applied Science degree from Endicott College.

Clay Decker

Senior Financial Analysis

As Senior Financial Analyst, Clay is responsible for the underwriting all United projects. This entails incorporating and communicating all development costs, debt financing, operating revenues and expenses along with Investor returns. Clay works closely with the Development, Finance and Operation teams to ensure accurate modeling and forecasting of each development deal.

Clay worked previously as Senior Financial Analyst for Cushman & Wakefield providing underwriting and analysis to assess alternatives, optimize deal structures and deliver detailed cash and accounting metrics associated with proposed transactions including the new lease accounting rules.

Clay began his career at State Street Bank in the Investment Services division overseeing day-to-day functions across multiple funds. He joined the Global Real Estate group as a Business Analyst working a global corporate real estate portfolio of 7.5M SF across 23 countries and 84 properties. As part of the GRE group, Clay was responsible for the market, demographic, economic and geographical information used to develop portfolio and transaction strategies. He was promoted to Assistant Vice President where he managed the analytics teams responsible for measurement, monitoring and reporting of the key performance metrics for the global real estate portfolio.

Clay earned a Bachelor of Science in Economics, State University of New York at Albany.

United Development Corp.

United Development is an affiliated company of The United Group of Companies and provides construction expertise and support services for all United projects, including assistance with site planning, architectural design, engineering, cost estimating, value engineering, contract negotiations and construction management. UDC performs regular site visits to all United projects under construction, manages construction issues and provides detailed reports to the owners.

Thomas Uccellini, Sr

Executive Vice President Construction

Thomas Uccellini has led the construction management team for more than 20 years and worked in general construction for 40 years. He focuses primarily on senior and student communities completing nearly 1.7 million sq.ft. of student housing (\$236 million) and 1.4 million sq.ft. of senior housing (\$155 million). He also has substantial experience in development of office buildings and laboratory facilities.

As Executive Vice President, Tom oversees every phase of United projects, including site selection, design development, municipal approvals, code review, cost analysis, and construction management. Before joining United, he owned and operated a general contracting company for 20 years.

Tom is a graduate of Worcester Polytechnic Institute in Worcester, Massachusetts, with a Bachelor of Science degree in Mechanical Engineering.

Jay Hopeck, RA

Director of Construction Services

Jay has served as Director of Construction Services for 3 years and is a registered architect with over 30-years of experience in design, construction and project management. He is actively engaged in all aspects of pre-construction, including design development, value engineering and cost estimating and then manages and oversees the construction process and schedule for each project from ground breaking to certificate of occupancy. Jay serves as the facilitator among the owner, design team, general contractor and property manager to ensure that the quality, workmanship and construction are all finished per the plans and specification and that each project is completed on time and in budget.

Jay worked for 14 years for an international architectural and engineering firm in Rochester, NY, overseeing 150 professionals working on multiple projects throughout the US. He transitioned to the construction side of the business, working in pre-construction services and project development for several of the largest general contractors in the Northeast prior to joining the United Group.

Jay received a Bachelor of Architecture from the New York Institute of Technology and is a veteran of the United States Marine Corp..

United Plus Property Management, AMO®

Jeff Arnold

Chief Operating Officer

AS COO of United Property Plus Management, AMO® Jeff has direct responsibility and oversight of the management and marketing divisions. He provides best practices and direction of operations across all of the property management portfolios, including student, senior and multifamily housing, commercial and mixed use. Jeff leads a team of over 125 employees and is passionate about their and United's success.

Jeff brings to United over 25 years experience in all facets of property management. Formerly from Houston, Texas, he played an essential role in starting up Asset Plus Corp's student division, Asset Campus Housing, growing the company from just over 1,000 beds to 22,000 beds. Jeff also was SVP of Operations and co-founder of a startup company, Innovative Housing Solutions, for four years. During his tenure, he led all operations, grew the firm to over 5,500 beds and assisted in closing just over \$115 million in acquisitions and new development. The organization made a 18%+ NOI growth year-over-year for their investors and clients in just two years.

Jeff earned his Bachelor's Degree in Business Management from Stephen F. Austin University. He is an Accredited Residential Manager (ARM®) and holds a license to conduct real estate transactions.

Michael DiGiacomo

Vice President – Multi-Family Housing

As Vice President of Senior and Student Housing, Mike DiGiacomo oversees corporate operations and asset management of United's senior portfolio and student portfolio in addition to direct supervision of lease-up initiatives at independent senior living communities in Florida and Colorado.

Prior to his current position, Mike was a Regional Manager overseeing the management and operations of United's student housing portfolio, which consists of 1,554 beds and four senior housing properties containing 578 apartments. Mike managed a team of more than 25 employees and also had responsibilities for two local commercial properties. He had previously been an Operations Manager and Property Manager at several United properties. Before joining United, he was a Property Manager for Gross and Cohen LLC, where he directed site operations for off-campus student housing properties in New York and Kentucky.

Mike earned an Associate's degree from Fulton Montgomery Community College and a Bachelor of Science in Liberal Studies from Excelsior College.

Pete Angus

Vice President - Marketing

Pete Angus leads sales and marketing for United's senior, student and multi-family portfolios, and is responsible for driving demand and maximizing occupancy.

Pete brings over 15 years of marketing leadership to United and deep experience in leveraging technology to accelerate growth.

Prior to joining United, Pete held positions in sales and marketing leadership with both start-up and publicly traded organizations, driving results for brands that include General Motors, AT&T, Valassis and Lockheed Martin.

Pete holds a Bachelor's degree from the State University of New York at Oswego.

Joanne DiMarco

Director of Sales & Leasing

Joanne is responsible for residential and commercial leasing initiatives across the country.

Her career began in the hospitality industry, where she was "Disney born and Marriott raised." Prior to joining the United Group, Joanne was Strategic Sales Manager for Cars.com. She was part of an elite team intently focused on the ever-changing strategic initiatives of the company. Joanne also previously served as Executive Vice President and Corporate Real Estate Broker for Select Sotherby's International Realty.

Joanne is a graduate of Paul Smith's College with a degree in Hospitality Management.

Tracey Poissant, CPA

Chief Financial Officer

Tracey has over 25 years of experience in finance and accounting in various industries including property management, real estate development, professional services, insurance, and healthcare. At the United Group, she leads the company's accounting and financial operations and reporting functions for multiple diverse entities, including budgeting and planning, treasury management, insurance and risk management, information technology solutions, and related internal control functions.

Tracey previously held a variety of senior financial management positions, including Vice President of Accounting, Director of Accounting Operations, and Controller for organizations such as General Electric and Capital District Physicians Health Plan. In these roles, Tracey had overall responsibility for financial reporting, planning and budgeting, systems of internal controls, corporate and benefits accounting, discontinued operations and administration of payroll.

Tracey has a Bachelors Degree in Accounting from State University of New York at Plattsburgh. She previously worked as a certified public account for PricewaterhouseCoopers.

Millennium Credit Markets, LLC

Millennium Credit Markets, LLC is the finance affiliate of the United Group based in New York City and assists in arranging debt and equity for United Group projects.

Mark Marasciullo

Chief Investment Officer

Mark Marasciullo is a 25-year veteran of the real estate business. Over the course of his career he has consummated in excess of \$7.5B worth of real estate transactions, across all major asset classes. He has advised numerous institutional clients, private equity firms and hedge funds on their commercial real estate investments, and has been a featured columnist on The Business Insider.

Mark has started numerous companies, including New Canaan Partners, which he started in 2006 with seed capital from Guggenheim Partners. Most recently, Mark served as the Chief Financial Officer at Greenpointe Holdings, one of Florida's largest, privately held residential development concerns. In addition to his entrepreneurial endeavors, Mark has garnered significant institutional experience. He was a Senior Managing Director of National Investor Accounts and the International Capital Group at JLL. As a senior member of National Investor Accounts team, he covered JLL's largest institutional investor clients. As a senior member of International Capital group, Mark worked with US based investors to export their capital to Europe, while simultaneously importing Asian & Middle Eastern capital to the US. Prior to working at JLL Mark was a Vice President at EastdilSecured in NYC. Mark started his career as a leasing broker at Spaulding & Slye in Washington, DC.

Keith Axelrod

Managing Director

As Managing Director in the finance division of United Group, Keith networks with various individuals including CPA's, financial advisors, investment bankers, lenders, financial institutions, attorneys, medical doctors, health care professionals, business owners, management directors and other real estate related individuals.

Keith presents United Group's future plans and pipeline of projects to interested individuals in real estate investment and financing. Keith has been with the United Group since 2010.

Prior to joining United, Keith owned and operated a marketing and communications firm for more than 35 years. He is President of the Mid Hudson Road Runners Club and Race Director of The Dutchess County Classic.

Keith holds a Bachelor of Science degree in communications from Charter Oak State College.

Thomas Uccellini, Jr

Senior Managing Director

As Director of Business Development + Commercial Leasing, Tom is responsible for sourcing, negotiating, and closing all lease and sales transactions for office and retail space in United Group's commercial portfolio, consisting of approximately 750,000 square feet. Additionally, Tom is actively seeking acquisition opportunities that fit United Group's profile.

Prior to his current position, Tom worked with a small team within United Group's finance division that sourced over \$100 million in debt, equity and mezzanine financing. Since 2001, Tom has been involved in every aspect of United's development process from site selection through construction. Under the construction management arm he oversaw two senior housing development projects with a total value of \$30 million and two student housing projects totaling \$75 million that included 1200 beds at the State University at Albany. He then transitioned into development where he completed an \$80 million, 60-acre, 254-unit intergenerational community from site selection through construction.

Tom earned a B.S. in Business Management and Technology from Rensselaer Polytechnic Institute and is a Licensed Real Estate Salesperson in the state of New York. He currently sits on the board of trustees for the Saratoga Senior Center. He is a two-time New York State Greco-Roman wrestling champ as well as a two-time All American.

John Peterson

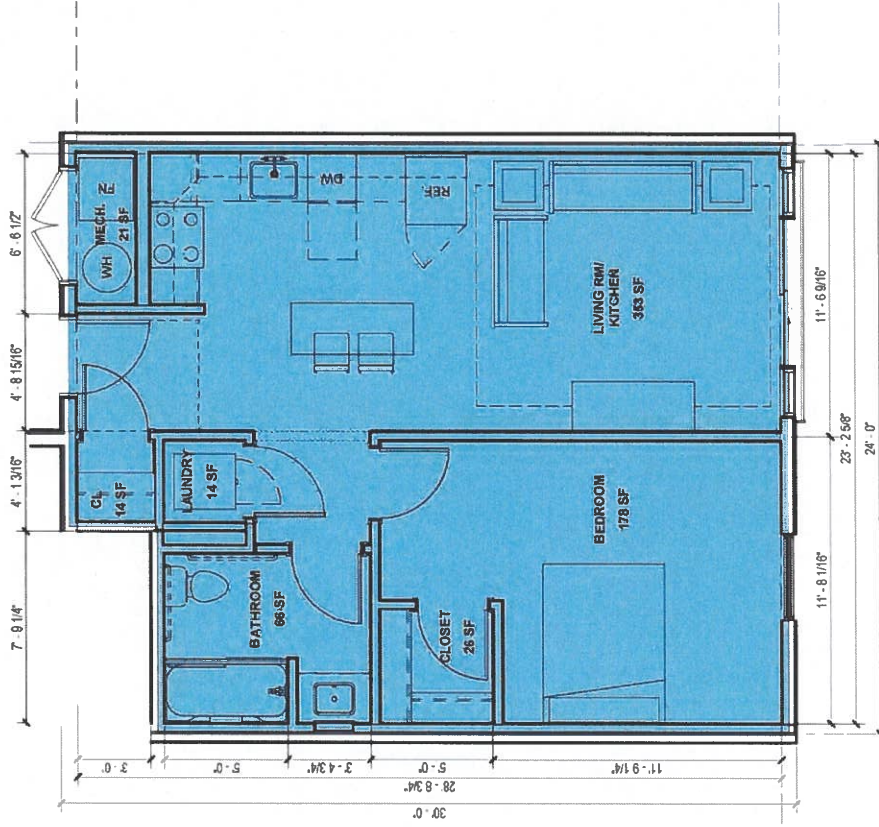
Senior Vice President

John serves as Senior Vice President concentrating his efforts in the areas of project finance, equity investment, and asset management. John oversees overall compliance as Principal of the Troy Branch Office.

During his thirty-five years with United Group, John has financed in excess of \$700 million in real estate transactions; including the use of taxable and tax-exempt structures as well as conventional mortgages. John also oversees the investor services functions for the United Investors Services Corp., a United Group affiliate.

Prior to his affiliation with the United Group, John Peterson spent twelve years as a commercial lender with an Albany based commercial bank.

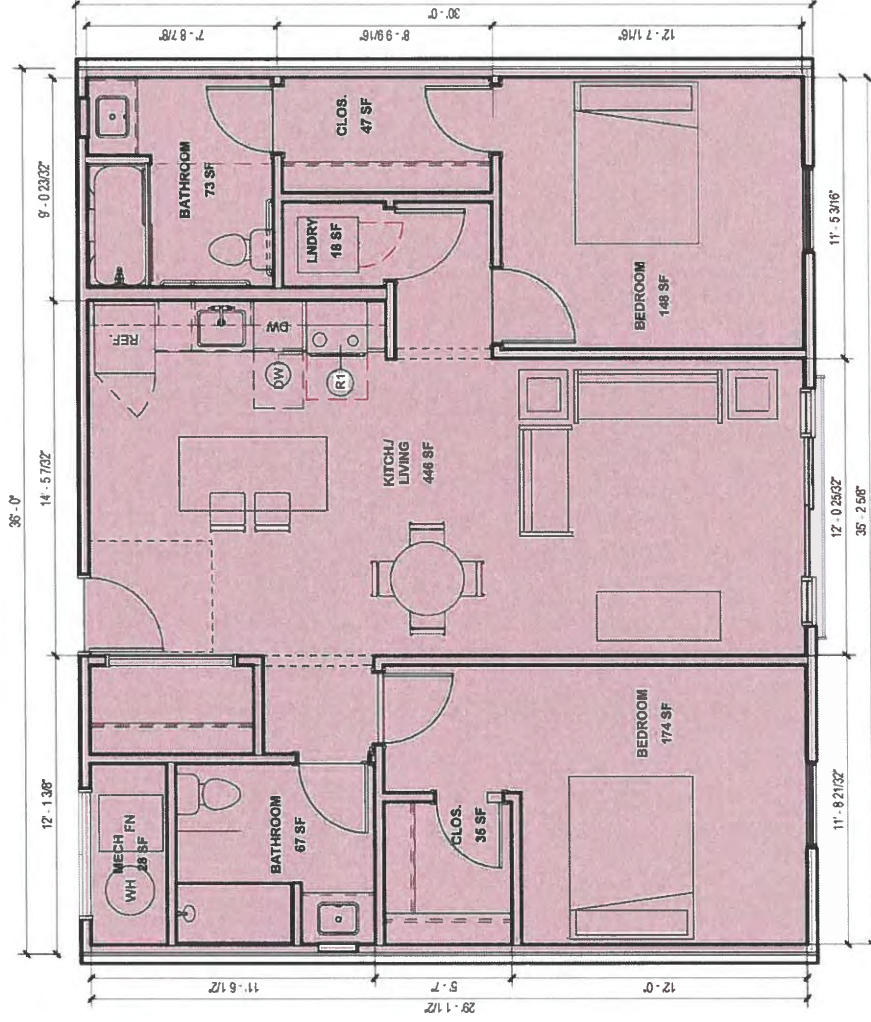
John earned a Bachelor of Science degree from Springfield College and holds series 7, 24 and series 63 Securities Certificates.



WATER STREET APARTMENTS - UNIT PLANS
CORNER 1 BEDROOM - EAST
SCALE - 1/8" = 1'-0"

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23

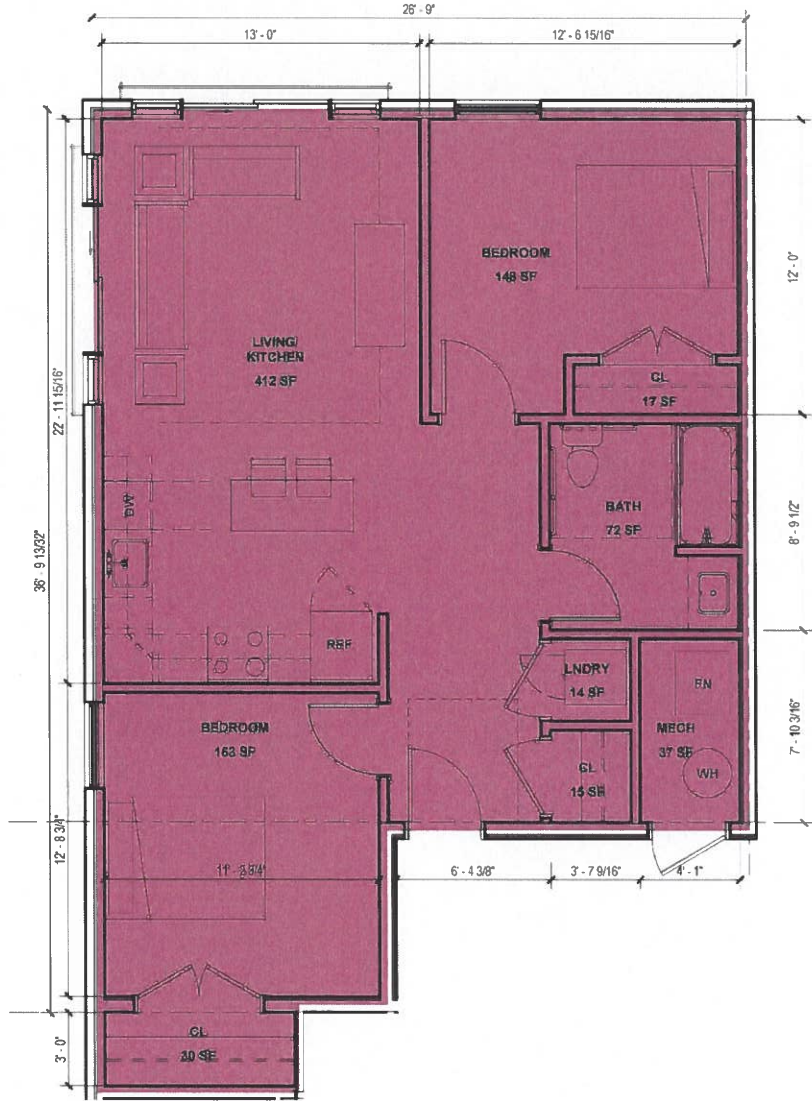




WATER STREET APARTMENTS – UNIT PLANS
TYPICAL 2 BEDROOM
SCALE – 1/4" = 1' - 0"

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23

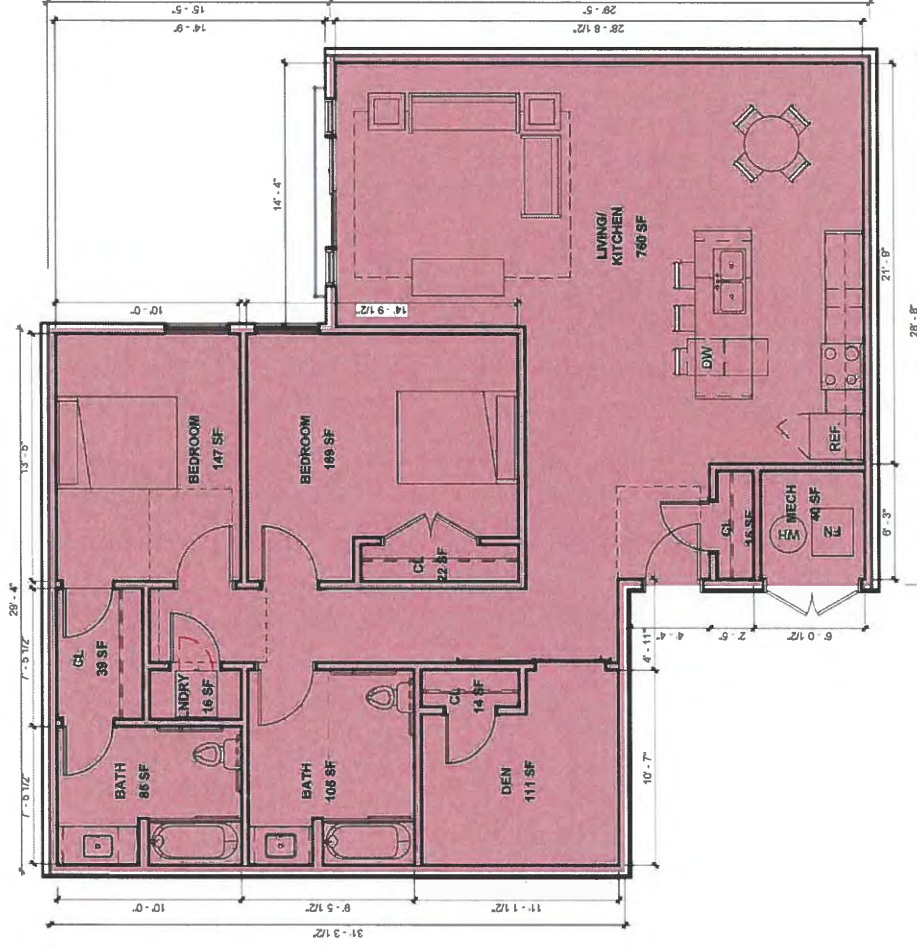




WATER STREET APARTMENTS - UNIT PLANS
CORNER 2 BEDROOM - WEST
SCALE - 1/4" = 1'-0"

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23

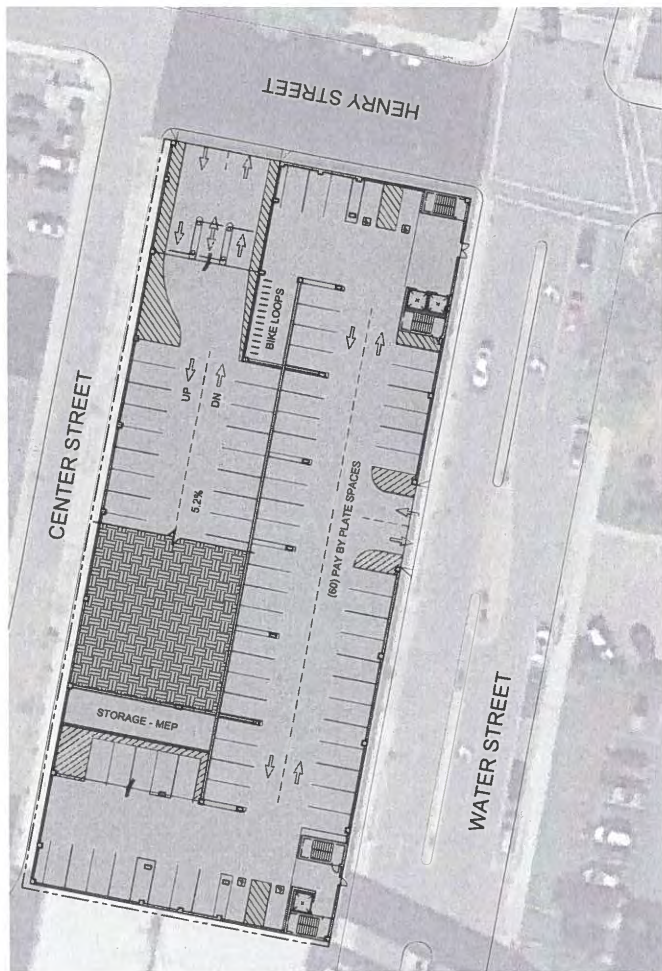




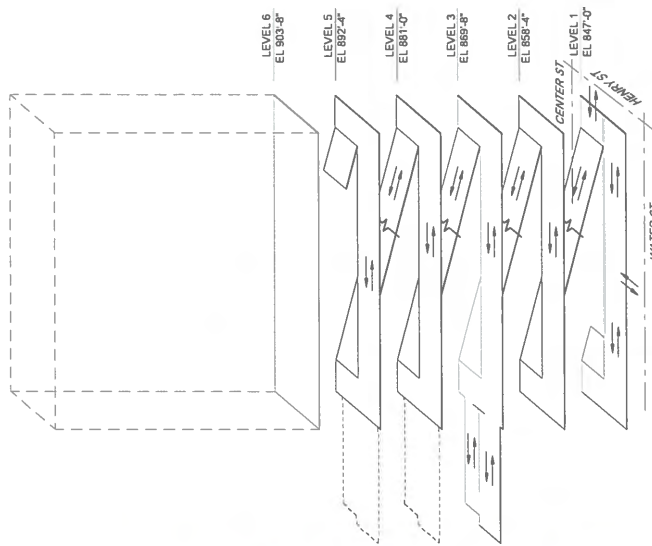
WATER STREET APARTMENTS - UNIT PLANS
2 BEDROOM INNER CORNER
SCALE - 3/16" = 1'-0"

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23





LEVEL 1 AND SITE PLAN



ISOMETRIC VIEW
NOT TO SCALE



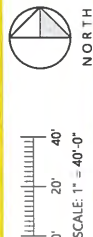
ISOMETRIC
NORTH

11/20/2020

CONCEPT LAYOUT - FUNCTIONAL

SHEET 1 OF 6

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 Cert No. 6091 - LB No. 7055

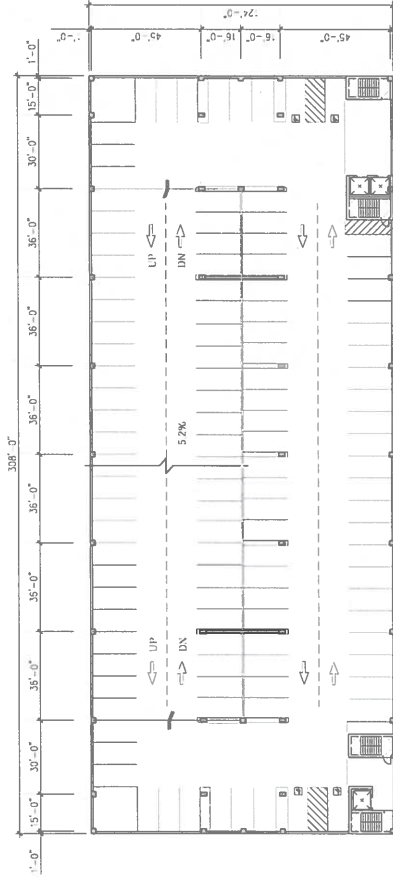


NORTH

WATER STREET DEVELOPMENT
PROPOSED PARKING STRUCTURE
BINGHAMTON, NEW YORK

PI-20-142





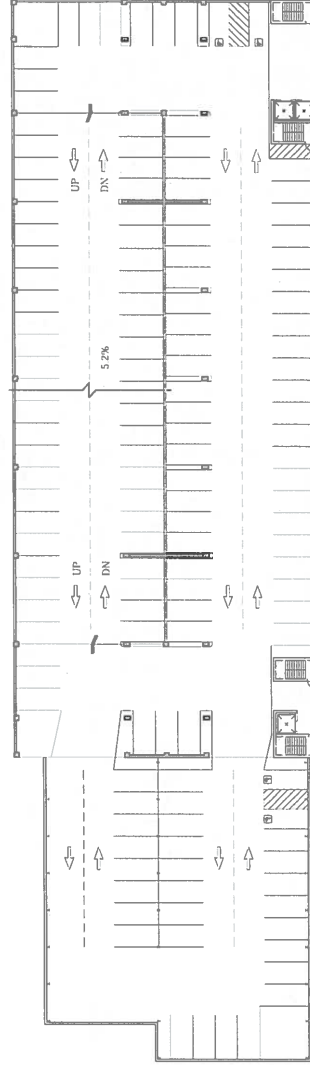
SPACE TABULATION

LEVEL	PARKING SPACES		TOTAL	AREA (SF)
	STD	ADA		
5	99	0	99	33,500
4	116	0	116	38,200
3	137	4	141	50,800
2	112	4	116	38,200
1	73	4	77	34,100
TOTAL	537	12	549	194,800

STANDARD SPACE SIZE = 9'-0" X 18'-0" @ 90° (EXTERIOR SPACES)
 STANDARD SPACE SIZE = 8'-6" X 18'-0" @ 90° (INTERIOR SPACES)
 ADA = 8'-0" X 18'-0" W/ 8'-0" ACCESSIBLE AISLE @ 90°

PARKING EFFICIENCY = 354.8 SF/SPACE

LEVEL 2 PLAN



LEVEL 3 PLAN

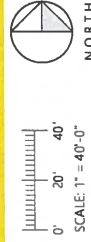
CONCEPT LAYOUT - FUNCTIONAL

SHEET 2 OF 6

11/20/2020

WATER STREET DEVELOPMENT

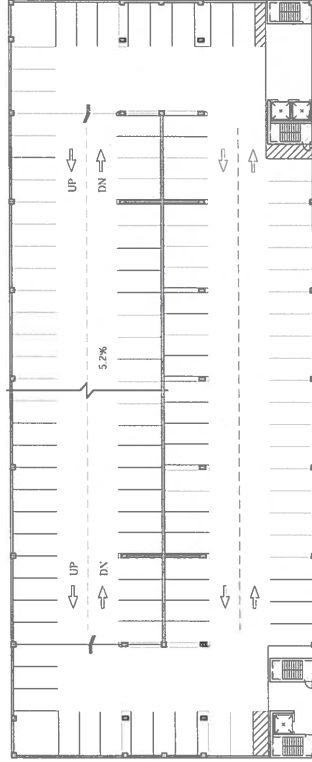
PROPOSED PARKING STRUCTURE
 BINGHAMTON, NEW YORK



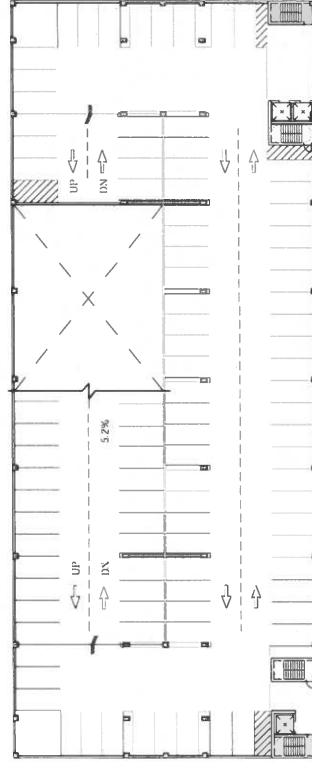
2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866-909-2220, Fax No. 6091-118 No. 7055

P1-20-142





LEVEL 4 PLAN



LEVEL 5 PLAN

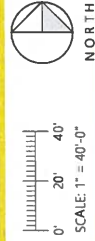


11/20/2020

CONCEPT LAYOUT - FUNCTIONAL

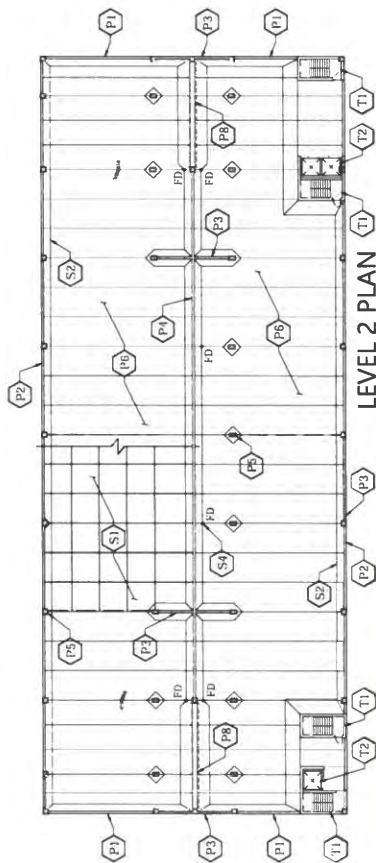
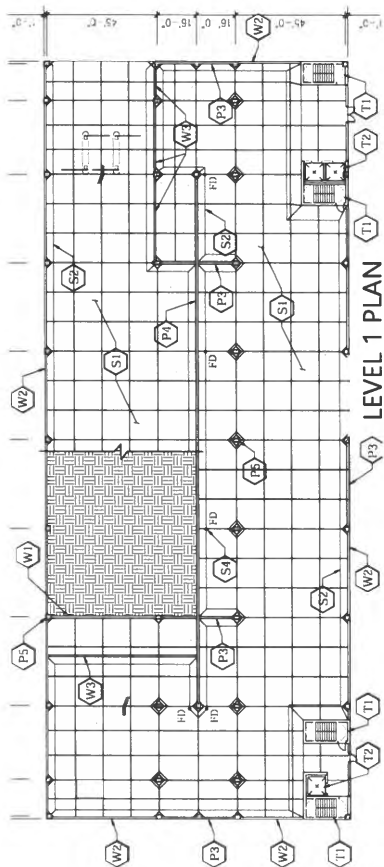
SHEET 3 OF 6

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866-909-2220, Cell No. 6091 - LB No. 7055



WATER STREET DEVELOPMENT
PROPOSED PARKING STRUCTURE
BINGHAMTON, NEW YORK

P1-20-142



KEYNOTES

- W1 CIP TRANSITION WALL
- W2 CIP GRADE WALL
- W3 CIP WALL W/ CMU
- P1 PCC SPANDREL (NON LOAD BEARING)
- P2 PCC SPANDREL
- P3 PCC SHEAR WALL
- P4 PCC LIGHT WALL
- P5 PCC COLUMN
- P6 PCC DOUBLE TEE BEAMS W/ 3" TOPPING
- P7 PCC DOUBLK TEE BEAMS W/ 6" TOPPING
- P8 PCC IT BEAM
- S1 SLAB ON-GRADE W/ CJS
- S2 3" WASII
- S3 EXPANSION JOINT
- S4 FLOOR DRAIN
- T1 STAIRS
- T2 ELEVATOR(S)

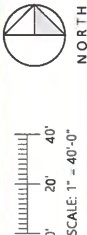


11/20/2020

CONCEPT LAYOUT - STRUCTURAL

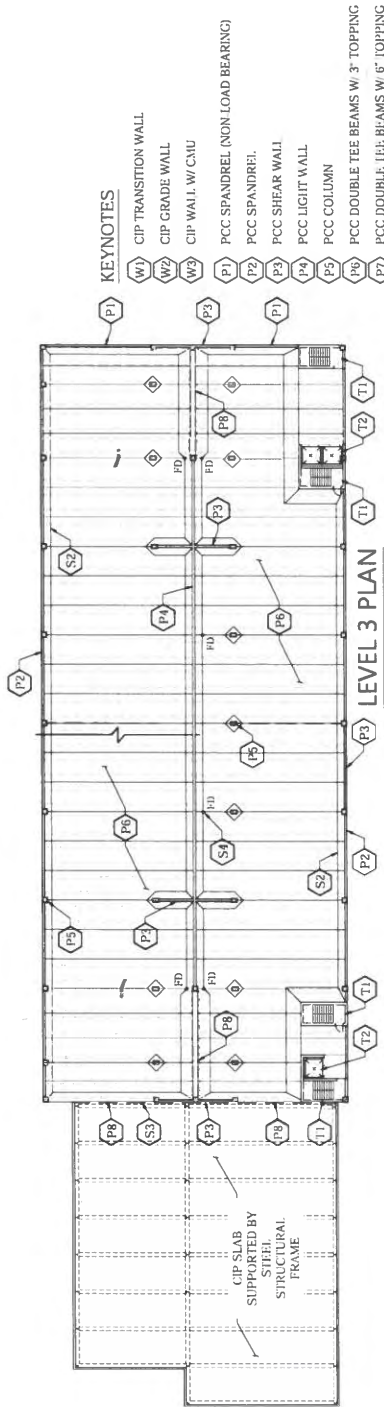
SHEET 4 OF 6

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866 909 2220 Cell No. 6091 - LB No. 7055



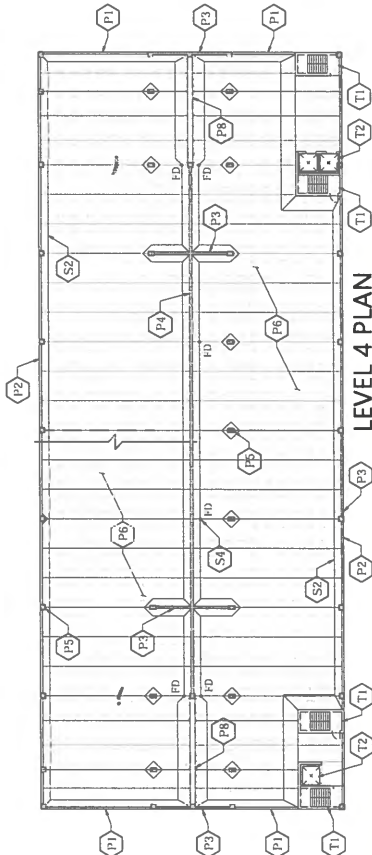
WATER STREET DEVELOPMENT
PROPOSED PARKING STRUCTURE
BINGHAMTON, NEW YORK

P1-20-142



KEYNOTES

- W1 CIP TRANSITION WALL
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- T2 ELEVATOR(S)

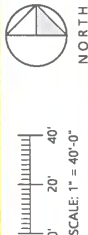


11/20/2020

CONCEPT LAYOUT - STRUCTURAL

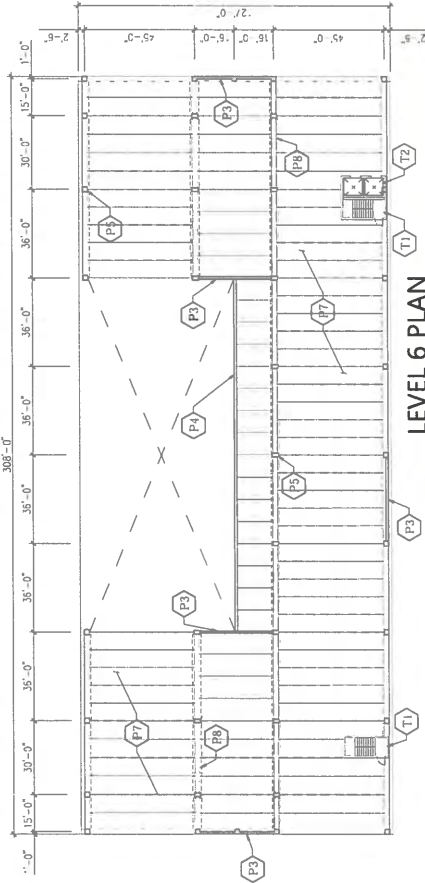
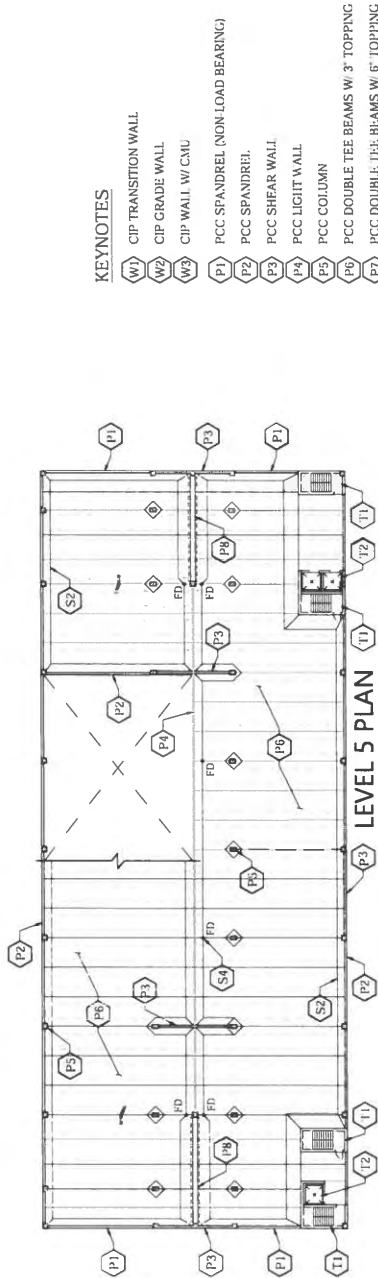
SHEET 5 OF 6

2035 Visa Parkway, West Palm Beach, FL 33411
Phone No. 866 909 2220 Cert No. 6091 - LB No. 7055



WATER STREET DEVELOPMENT
PROPOSED PARKING STRUCTURE
BINGHAMTON, NEW YORK

P1, P2, P3, P4, P5, P6, P7, P8, T1, T2, S1, S2, S3, S4, T1, T2



KEYNOTES

- W1 CIP TRANSITION WALL
- W2 CIP GRADE WALL
- W3 CIP WALL W/ CMU
- P1 PCC SPANDREL (NON-LOAD BEARING)
- P2 PCC SPANDREL
- P3 PCC SHEAR WALL
- P4 PCC LIGHT WALL
- P5 PCC COLUMN
- P6 PCC DOUBLE TEE BEAMS W/ 3" TOPPING
- P7 PCC DOUBLE TEE BEAMS W/ 6" TOPPING
- P8 PCC T BEAM
- S1 SLAB-ON-GRADE W/ CJS
- S2 3" WASH
- S3 EXPANSION JOINT
- S4 FLOOR DRAIN
- T1 STAIRS
- T2 ELEVATOR(S)

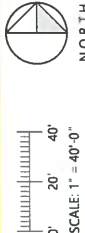


11/20/2020

CONCEPT LAYOUT - STRUCTURAL

SHEET 6 OF 6

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866 909 2220, Cell No. 6091 118 No. 7055



WATER STREET DEVELOPMENT
PROPOSED PARKING STRUCTURE
BINGHAMTON, NEW YORK

P1-20-142

Current Water Street Site

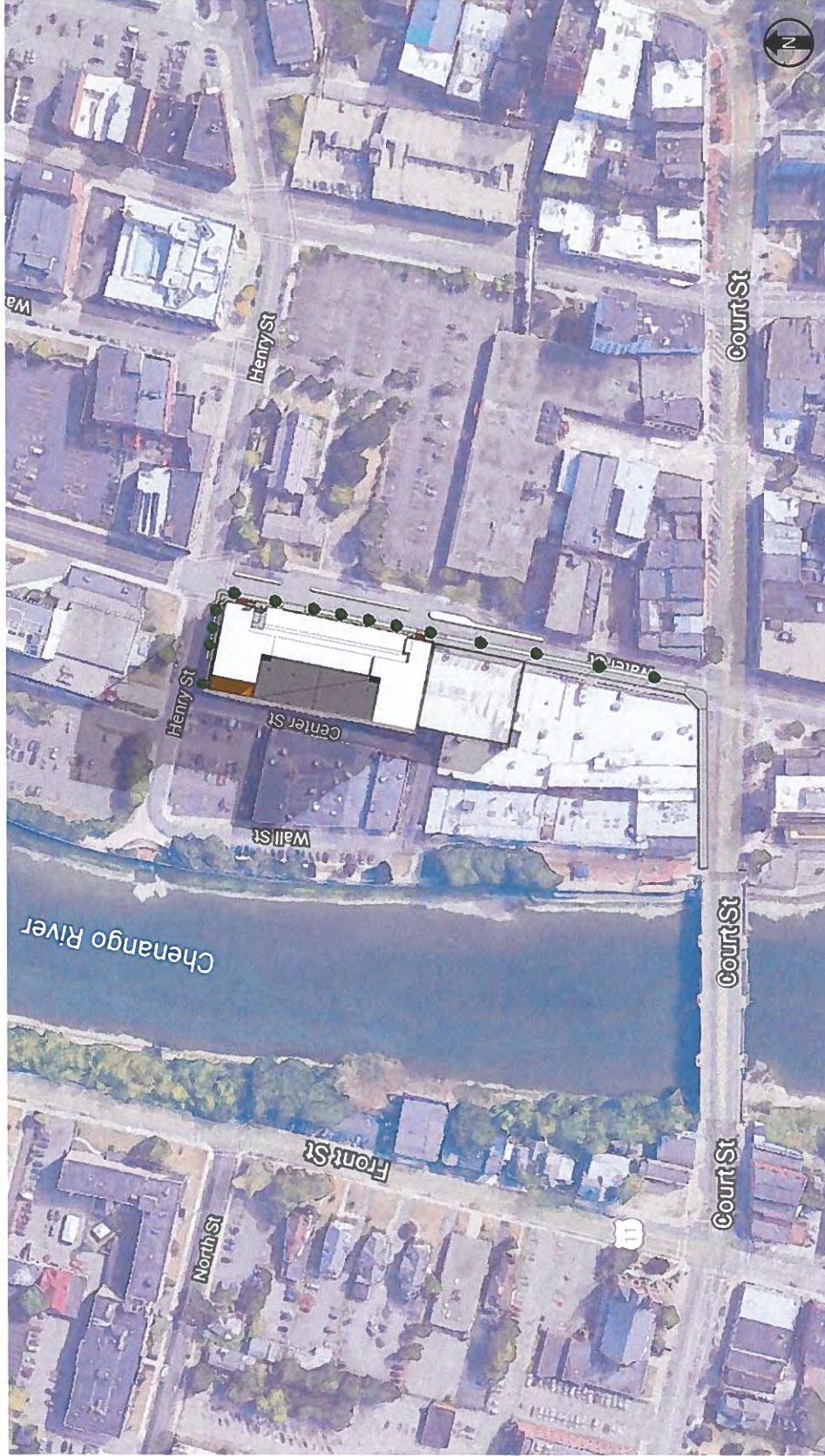




WATER STREET APARTMENTS
PERSPECTIVE

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23

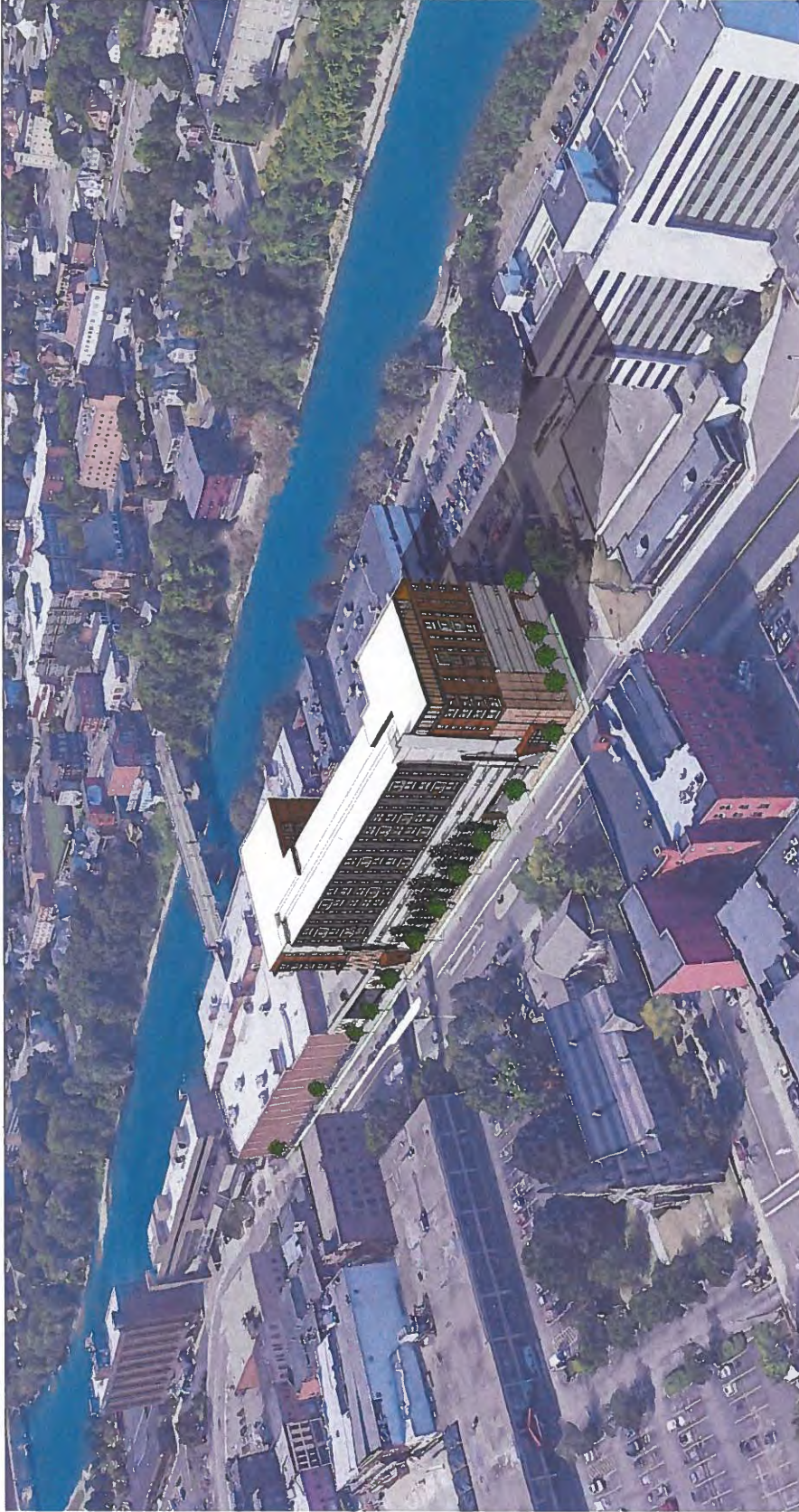




WATER STREET APARTMENTS
SITE PLAN

unitedgroup
WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
THE PIKE GROUP
2020.11.23





WATER STREET APARTMENTS
AERIAL

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23



unitedgroup
THE PIKE COMPANY



WATER STREET APARTMENTS
AERIAL

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
United-Group
THE PIKE (DRAFT)
2020.11.23



WATER STREET APARTMENTS
PERSPECTIVE

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23





WATER STREET APARTMENTS
PERSPECTIVE

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
unitedgroup
THE PIKE (UNDA)
2020.11.23





WATER STREET APARTMENTS
WATER STREET - EAST ELEVATION

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23





WATER STREET APARTMENTS
HENRY STREET - NORTH ELEVATION

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23

United Group
The PIKE COMPANY



WATER STREET

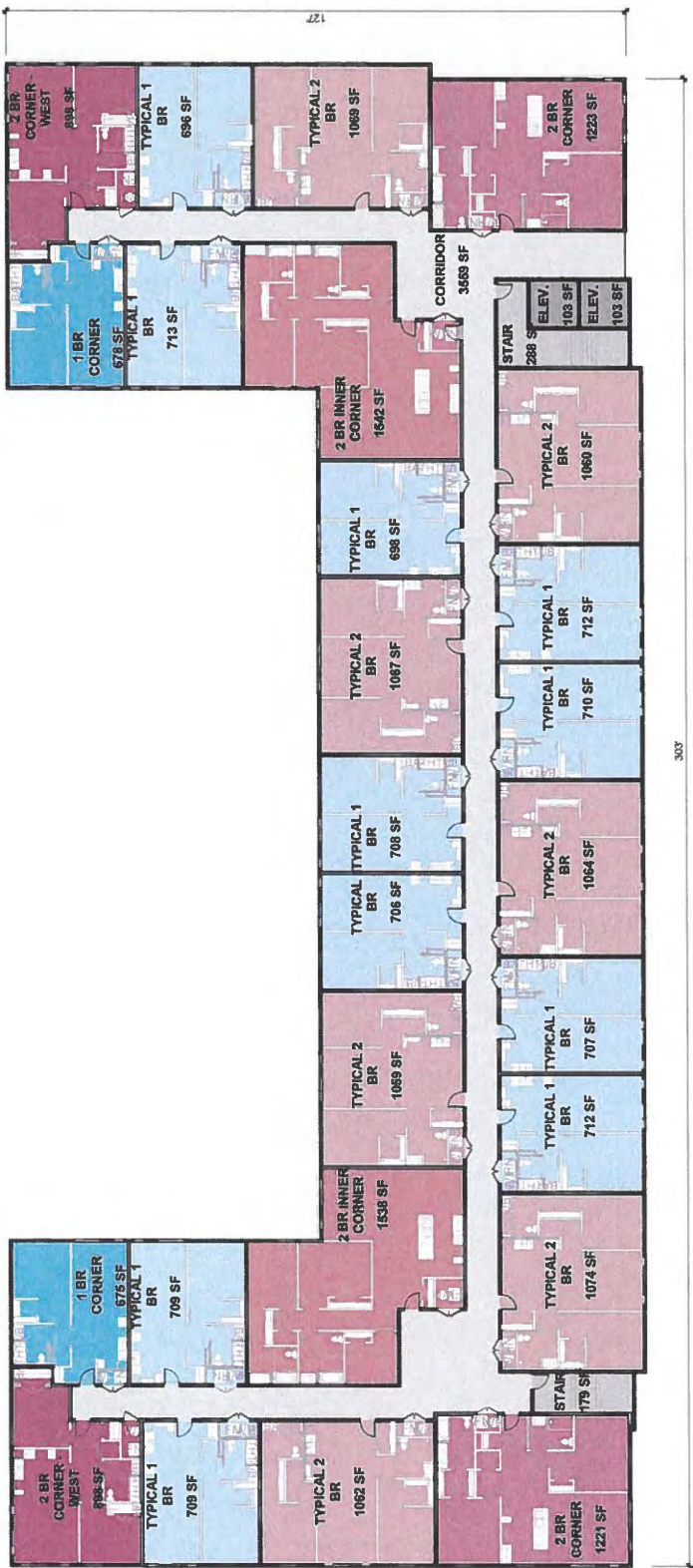
HENRY STREET



WATER STREET APARTMENTS
WATER STREET - EAST ELEVATION

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23



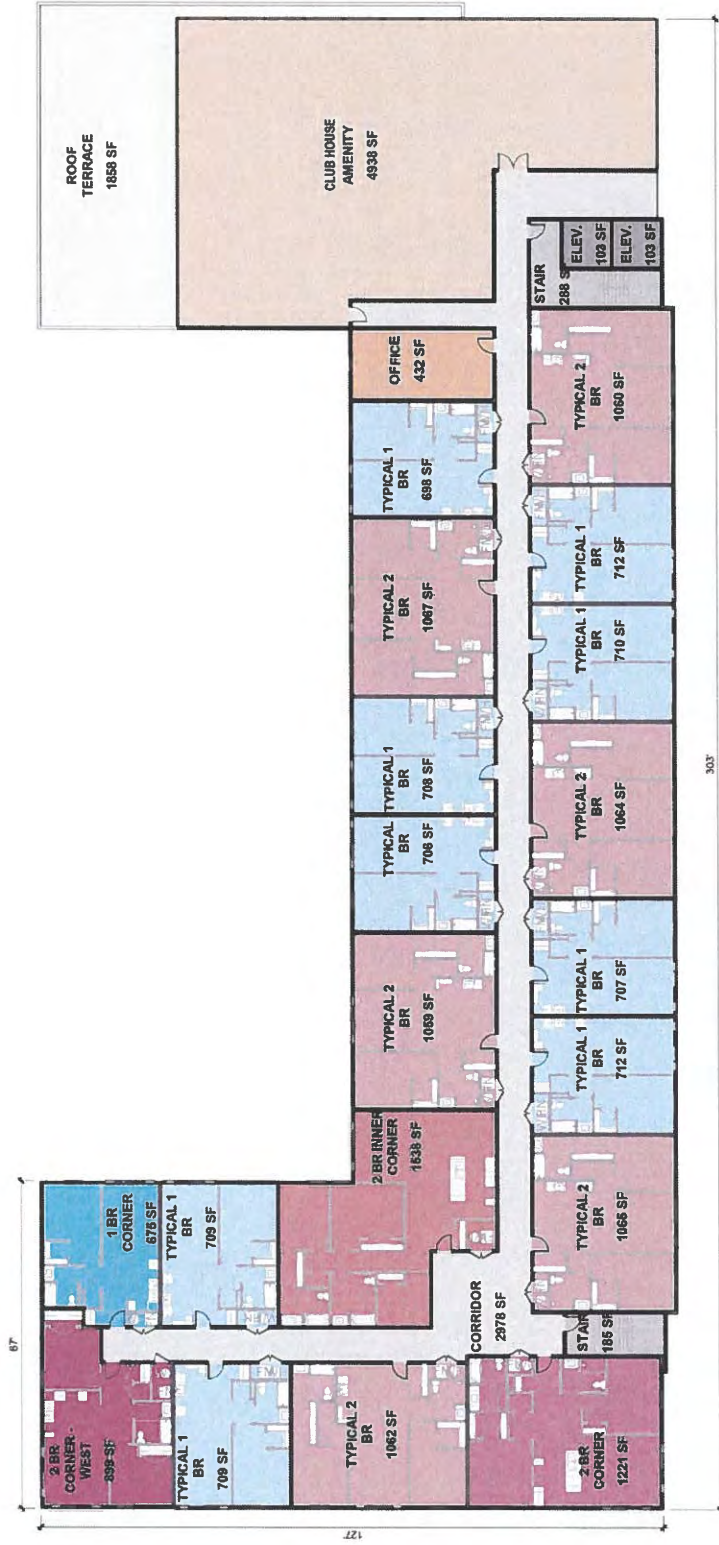


UNIT	SQUARE FEET	QUANTITY (TYP - 4)	QUANTITY (TOP)	QUANTITY (TOTAL)
TYPICAL 1 BR	709	11	9	53
1 BR CORNER	678	2	1	9
TYPICAL 2 BR	1,065	7	6	34
2 BR CORNER	1,221	2	1	9
2 BR CORNER - WEST	898	2	1	9
2 BR INNER CORNER	1,540	2	1	9
AMENITY SPACES	5,370		1	
ROOF TERRACE	1,858		1	
TOTAL UNITS		104	19	123

WATER STREET APARTMENTS
TYPICAL FLOOR PLAN

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23





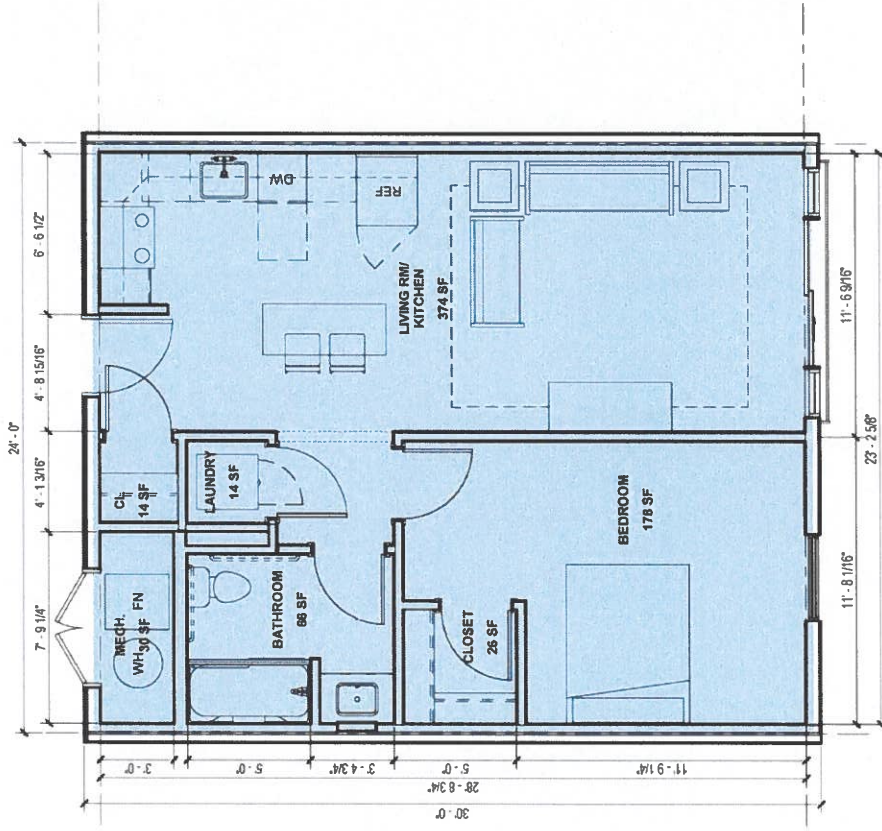
UNIT	SQUARE FEET	QUANTITY (TYP-4)	QUANTITY (TOP)	QUANTITY (TOTAL)
TYPICAL 1 BR	709	11	9	52
1 BR CORNER	675	2	1	5
TYPICAL 2 BR	1,065	7	6	34
2 BR CORNER	1,221	2	1	9
2 BR CORNER - WEST	898	2	1	9
2 BR INNER CORNER	1,540	2	1	9
AMENITY SPACES	5,370		1	1
ROOF TERRACE	1,858		1	1
TOTAL UNITS		104	19	123



WATER STREET APARTMENTS
TOP FLOOR PLAN

WATER STREET APARTMENTS
163 WATER STREET
BINGHAMTON, NY
2020.11.23





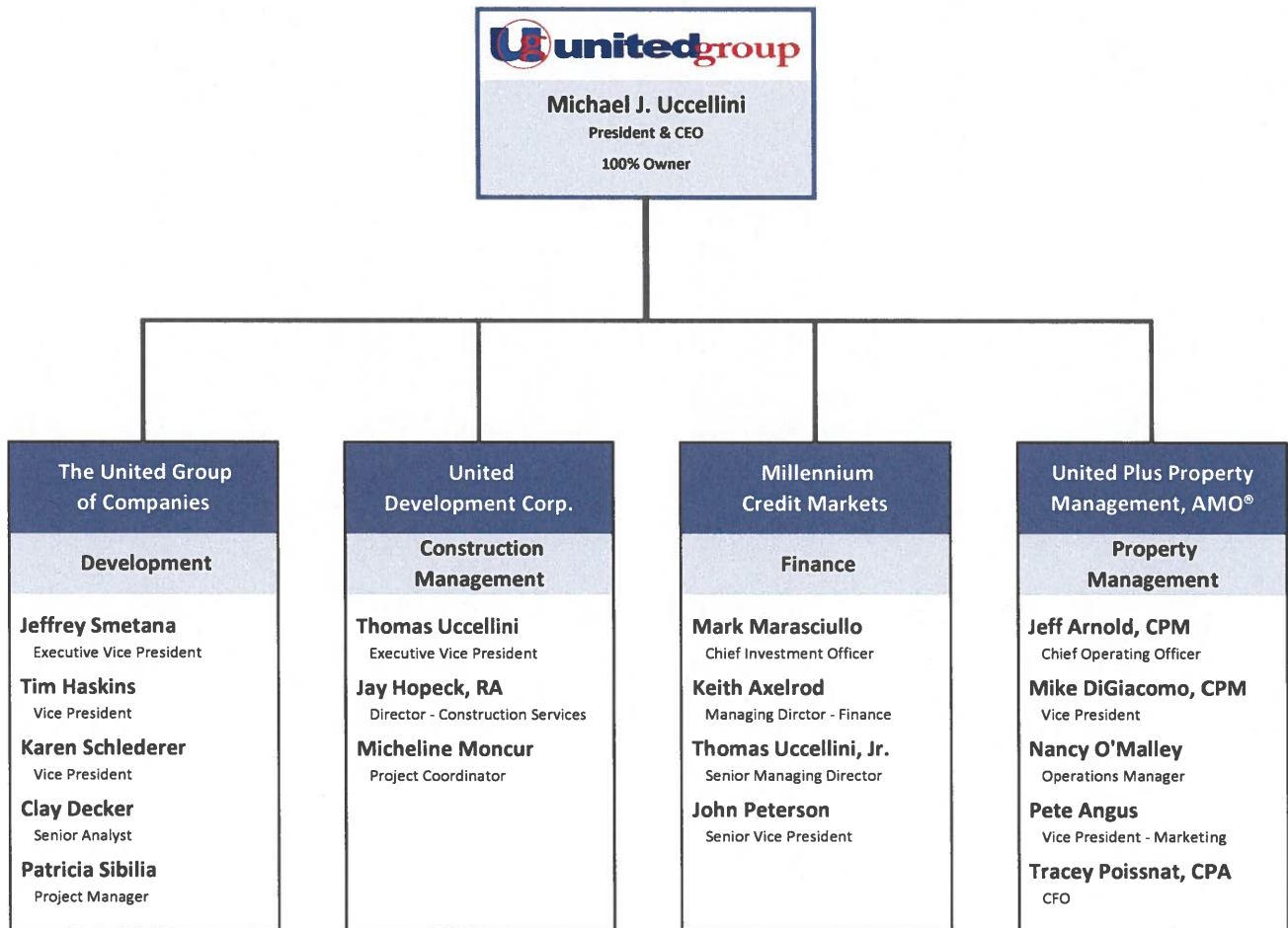
WATER STREET APARTMENTS - UNIT PLANS
TYPICAL 1 BEDROOM
SCALE - 1/4" = 1'-0"

WATER STREET APARTMENTS
183 WATER STREET
BINGHAMTON, NY
2020.11.23



The United Group of Companies

Organization Chart



The United Group is a multi-faceted organization with diverse professional disciplines that provide focused expertise to each United Project with all professionals collaborating to identify optimal structures and best practices to achieve targeted results.

Property Account

Invoice - Date

Description

Amount

1137

1299-130-000

PILOT Application.2112

1,000.00

1,000.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER



Gabelry Development LLC

Operating Account
300 Jordan Road
Troy, NY 12180

M&T Bank
327 Great Oaks Blvd
Albany, NY 12203

336
10-4/220

12/03/2021
VOID AFTER 120 DAYS

**** ONE THOUSAND AND 00/100 DOLLARS

\$1,000.00***
US DOLLARS

TO THE
ORDER OF

The Agency - Broome County IDA/LDC
5 S College Drive
Binghamton, NY 13905

SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

000336 022000046 9870600245

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
PROJECT REVIEW FORM

<u>Company:</u> UB Family, LLC		<u>IDA Meeting Date:</u> 12/15/2021	
<u>Representative:</u> Jeff Smetana		<u>IDA Public Hearing Date:</u> TBD	
<u>Type of Business:</u> Housing <u>Project Start Date:</u> 2022 <u>Project End Date:</u> TBD		<u>Company Address:</u> 300 Jordan Rd. Troy, NY 12180	
<u>Employment:</u> <u>Full-Time Equivalent</u> Existing 0 1st year 3 2nd year 3 3rd year 3	<u>Total Yearly Payroll</u> 1st Year \$ 160,000.00 2nd Year \$ 170,000.00 3rd Year \$ 180,000.00 Total: \$ 510,000.00	<u>Own / Lease:</u> Lease	<u>SF / Acreage:</u> Garage 194,800sf Apartments 144,416sf
<u>Construction Jobs:</u> 200 jobs, \$8 million wages		<u>Proposed Project Location:</u> 183 Water St. Binghamton, NY	
<u>Company Contact For Bid Documents & Employment Opportunities:</u> Jeff Smetana, (518) 687-7315 jeff.smetana@ugoc.com		<u>Description:</u> *see attached	
PROJECT BUDGET		ASSESSMENT	
Land Related Costs	\$ 323,310.00	Current Assessment	unknown
Building Related Costs	\$ 21,442,000.00	Asmt. At Completion (Est.)	\$10,658,000
M & E Costs		EXEMPTION (Est.)	
F F & E Costs	\$ 600,000.00	Sales Tax @ 8%	\$ 905,680.00
Professional Services/Development Cost	\$ 3,833,000.00	Mortgage Tax	\$ 187,000.00
Total Other Costs	\$ 1,662,000.00	Property Tax Exemption	18,462,086.00
Working Capital Costs	\$ 300,000.00		
Closing Costs			
Agency Fee	\$ 281,603.00	TOTAL EXEMPTIONS:	\$ 19,554,766.00
TOTAL: \$ 28,441,913.00		TOTAL PILOT PAYMENTS: \$ 11,388,641.00	
<u>Project Type</u> <u>(Check all that apply)</u> <input type="checkbox"/> Manufacturing, Warehousing, Distribution <input type="checkbox"/> Agricultural, Food Processing <input checked="" type="checkbox"/> Adaptive Reuse, Community Development <input checked="" type="checkbox"/> Housing Development <input type="checkbox"/> Retail* <input type="checkbox"/> Back Office, Data, Call Centers <input type="checkbox"/> Energy/Power		<u>Project Criteria Met</u> <u>(Check all that apply)</u> <input checked="" type="checkbox"/> Project will create and /or retain permanent jobs <input checked="" type="checkbox"/> Project will be completed in a timely fashion <input checked="" type="checkbox"/> Project will create new revenue to local taxing jurisdictions <input checked="" type="checkbox"/> Project benefits outweigh costs <input checked="" type="checkbox"/> Other public benefits	
*Uniform Tax Policy does not typically provide tax exemptions for Retail Projects		*New York State Required Criteria	
<u>Pilot Type</u> <input type="checkbox"/> Standard year <input type="checkbox"/> <input checked="" type="checkbox"/> Deviated 28 year			
<u>Staff Comments:</u> The new municipal Garage will serve residents, business and visitors, as well as support Boscov's continuing success as a critical driver of retail activity downtown. The apartments will attract a millennial and boomer resident base. The purchase price and new property taxes represent new revenue to the City that would not otherwise be available.			

Project Description

The United Group of Companies proposes the Water Street Apartments project through a new purpose entity established to develop, own and operate the Apartments, UB Family, LLC. United, based in Troy, NY, is a substantial real estate development and management company with 50-years of successful experience. The Apartments are part of the overall Water Street Garage redevelopment, which the City of Binghamton is undertaking. The total project includes demolition of the existing Water Street Garage while maintaining a portion over the Boscov's Department Store Men's Department and constructing a new modern public garage, which will be owned by the City's Local Benefit Corporation. UB Family, LLC will build the Apartments above the Garage with site control established through a long-term Air Rights Lease Agreement with the Garage owner.

United has formed a joint venture with the Pike Companies to construct and develop the Garage portion of the project, and United-Pike has signed a Development Agreement with the City. The Garage will be produced as a stand-alone project, but in coordination with the Apartment Project.

The proposed for this important site in the heart of the City will replace a dilapidated garage, create new market-rate apartments and provide significant financial benefits:

- ***±549 Parking Spaces - five-level municipal parking garage (owned by Binghamton LDC)***
- ***±122 New Apartments - five-level over parking garage (owned by UB Family LDC)***
- ***New Property Taxes - paid over a 28-year PILOT period (paid by Apartments project)***

The new municipal Garage will serve residents, businesses, and visitors and support Boscov's continuing success as a critical driver of retail activity downtown. The apartments will attract a millennial and boomer resident base. The purchase price and new property taxes represent new revenue to the City that would not otherwise be available.

United will be a new business/ stakeholder in Binghamton as the owner of the Apartments, which its award-winning property management company will manage, United Plus Property Management, LLC AMO ® .

Broome County Industrial Development Agency

MRB Cost Benefit Calculator

Date December 6, 2021
 Project Title UB Family, LLC - Water Street Apartments
 Project Location 183 Water Street, Binghamton NY



Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

\$28,441,913

Temporary (Construction)

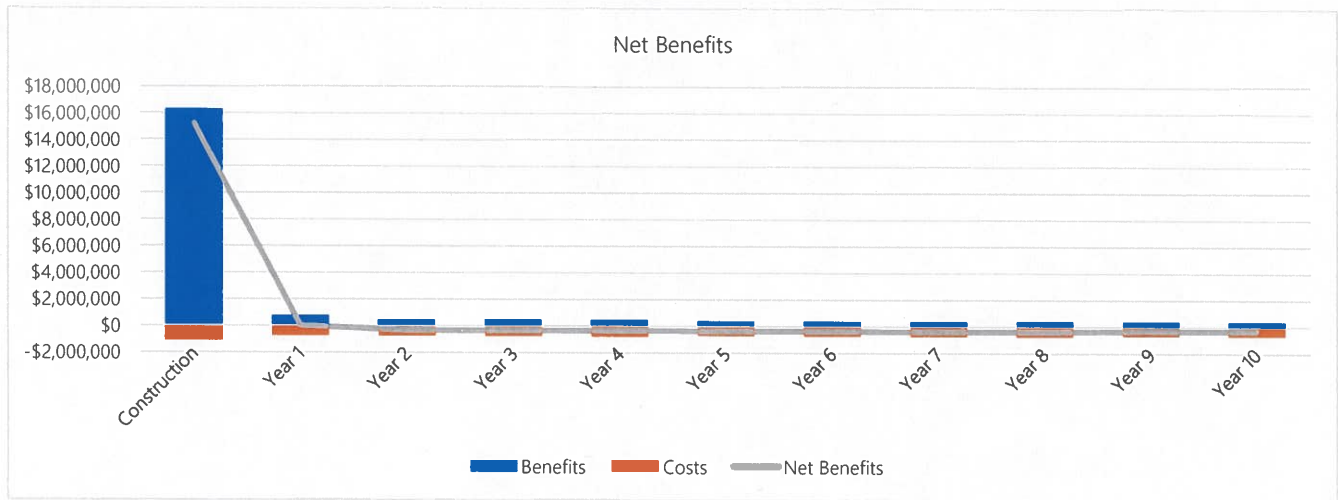
	Direct	Indirect	Total
Jobs	199	68	267
Earnings	\$11,906,313	\$3,519,826	\$15,426,139
Local Spend	\$28,441,913	\$11,163,957	\$39,605,870

Ongoing (Operations)

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	3	1	4
Earnings	\$6,390,760	\$4,581,011	\$10,971,771

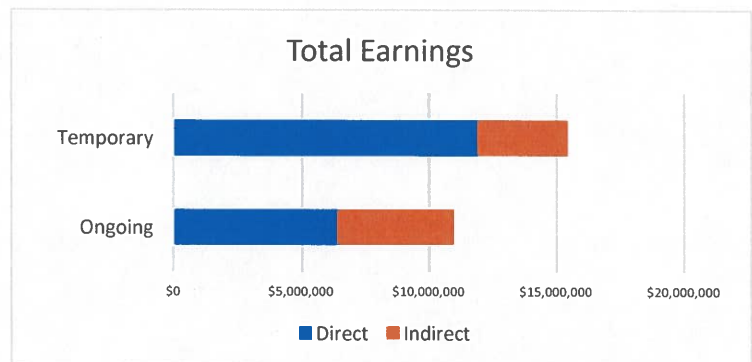
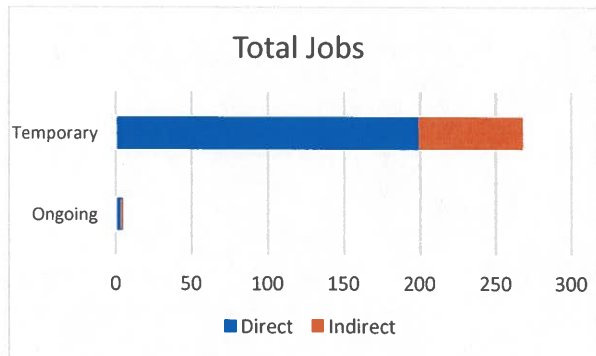
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



Fiscal Impacts

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$18,462,074	\$14,375,517
Sales Tax Exemption	\$905,680	\$905,680
Local Sales Tax Exemption	\$452,840	\$452,840
State Sales Tax Exemption	\$452,840	\$452,840
Mortgage Recording Tax Exemption	\$187,000	\$187,000
Local Mortgage Recording Tax Exemption	\$187,000	\$187,000
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$19,554,754	\$15,468,197

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$39,261,620	\$32,597,817
To Private Individuals	\$26,397,911	\$23,547,249
Temporary Payroll	\$15,426,139	\$15,426,139
Ongoing Payroll	\$10,971,771	\$8,121,110
Other Payments to Private Individuals	\$0	\$0
To the Public	\$12,863,709	\$9,050,568
Increase in Property Tax Revenue	\$11,388,641	\$7,740,667
Temporary Jobs - Sales Tax Revenue	\$107,983	\$107,983
Ongoing Jobs - Sales Tax Revenue	\$76,802	\$56,848
Other Local Municipal Revenue	\$1,290,283	\$1,145,070
State Benefits	\$1,372,691	\$1,224,457
To the Public	\$1,372,691	\$1,224,457
Temporary Income Tax Revenue	\$694,176	\$694,176
Ongoing Income Tax Revenue	\$493,730	\$365,450
Temporary Jobs - Sales Tax Revenue	\$107,983	\$107,983
Ongoing Jobs - Sales Tax Revenue	\$76,802	\$56,848
Total Benefits to State & Region	\$40,634,311	\$33,822,274

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$32,597,817	\$15,015,357	2:1
State	\$1,224,457	\$452,840	3:1
Grand Total	\$33,822,274	\$15,468,197	2:1

*Discounted at 2%

Additional Comments from IDA

*Please see Exhibit B Attached

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

EXHIBIT A

Project Owner: UB Family, LLC (Michael J. Uccellini)
 Project Name: Water Street Apartments
 Location: 199 Water Street, Binghamton, NY

Payment Schedule

9/29/2021

Year	Full Value	Assessed Value after Equalization Rate	Tax Rates Total	Annual Payments			TOTAL ANNUAL PAYMENT	Payments by Apartment Owner				\$3,000,000 PILOT BOND 30 Years	PILOT Distribution			
				Full Tax Amount	Abatement Percentage	Abatement Amount		Annual Payment	Pre-Paid Air Rights Rent	Annual Air Rights Rent	Total Payments by Apt. Owner		PILOT Amount after PILOT Bond	City	County	School
2021	-	-	93.72749	-	-	-	-	A	B	C	D	E	= A - E If available			
2022	-	-	95.60204	-	0.0%	-	-					161,656				
2023	-	-	97.51408	-	0.0%	-	-					161,656				
1 2024	10,658,000	8,100,000	99.46436	805,661	95.0%	765,378	40,283	40,283	323,312	121,373	484,968	161,656	-	-	-	-
2 2025	10,658,000	8,100,000	101.45365	821,775	95.0%	780,686	41,089	41,089		120,567	161,656	161,656	-	-	-	-
3 2026	10,658,000	8,100,000	103.48272	838,210	95.0%	796,300	41,910	41,910		119,746	161,656	161,656	-	-	-	-
4 2027	10,658,000	8,100,000	105.55237	854,974	95.0%	812,225	42,749	42,749		118,907	161,656	161,656	-	-	-	-
5 2028	10,658,000	8,100,000	107.66342	872,074	85.0%	741,263	130,811	130,811		30,845	161,656	161,656	-	-	-	-
6 2029	10,658,000	8,100,000	109.81669	889,515	85.0%	756,088	133,427	133,427		28,229	161,656	161,656	-	-	-	-
7 2030	10,658,000	8,100,000	112.01302	907,305	85.0%	771,209	136,096	136,096		25,560	161,656	161,656	-	-	-	-
8 2031	10,658,000	8,100,000	114.25328	925,452	85.0%	786,634	138,818	138,818		22,838	161,656	161,656	-	-	-	-
9 2032	10,658,000	8,100,000	116.53835	943,961	75.0%	707,971	235,990	235,990		16,931	252,921	161,656	74,334	32,328	34,744	7,262
10 2033	10,658,000	8,100,000	118.86912	962,840	75.0%	722,130	240,710	240,710		16,931	257,641	161,656	79,054	34,381	36,950	7,723
11 2034	10,658,000	8,100,000	121.24650	982,097	75.0%	736,573	245,524	245,524		16,931	262,455	161,656	83,868	36,474	39,200	8,194
12 2035	10,658,000	8,100,000	123.67143	1,001,739	75.0%	751,304	250,435	250,435		16,931	267,366	161,656	88,779	38,610	41,495	8,674
13 2036	10,658,000	8,100,000	126.14486	1,021,773	65.0%	664,152	357,621	357,621		16,931	374,552	161,656	195,965	85,225	91,594	19,146
14 2037	10,658,000	8,100,000	128.66775	1,042,209	65.0%	677,436	364,773	364,773		16,931	381,704	161,656	203,117	88,336	94,937	19,844
15 2038	10,658,000	8,100,000	131.24111	1,063,053	65.0%	690,984	372,069	372,069		16,931	389,000	161,656	210,413	91,509	98,347	20,557
16 2039	10,658,000	8,100,000	133.86593	1,084,314	65.0%	704,804	379,510	379,510		16,931	396,441	161,656	217,854	94,745	101,825	21,284
17 2040	10,658,000	8,100,000	136.54325	1,106,000	55.0%	608,300	497,700	497,700		16,931	514,631	161,656	336,044	146,146	157,067	32,831
18 2041	10,658,000	8,100,000	139.27411	1,128,120	55.0%	620,466	507,654	507,654		16,931	524,585	161,656	345,998	150,475	161,719	33,804
19 2042	10,658,000	8,100,000	142.05960	1,150,683	55.0%	632,876	517,807	517,807		16,931	534,738	161,656	356,151	154,890	166,465	34,796
20 2043	10,658,000	8,100,000	144.90079	1,173,696	55.0%	645,533	528,163	528,163		16,931	545,094	161,656	366,507	159,394	171,305	35,808
21 2044	10,658,000	8,100,000	147.79880	1,197,170	45.0%	538,727	658,443	658,443		16,931	675,374	161,656	496,787	216,053	232,198	48,536
22 2045	10,658,000	8,100,000	150.75478	1,221,114	45.0%	549,501	671,613	671,613		16,931	688,544	161,656	509,957	221,780	238,354	49,823
23 2046	10,658,000	8,100,000	153.76988	1,245,536	45.0%	560,491	685,045	685,045		16,931	701,976	161,656	523,389	227,622	244,632	51,135
24 2047	10,658,000	8,100,000	156.84527	1,270,447	45.0%	571,701	698,746	698,746		16,931	715,677	161,656	537,090	233,580	251,036	52,474
25 2048	10,658,000	8,100,000	159.98218	1,295,856	35.0%	453,550	842,306	842,306		16,931	859,237	161,656	680,650	296,015	318,136	66,499
26 2049	10,658,000	8,100,000	163.18182	1,321,773	35.0%	462,621	859,152	859,152		16,931	876,083	161,656	697,496	303,341	326,010	68,145
27 2050	10,658,000	8,100,000	166.44546	1,348,208	35.0%	471,873	876,335	876,335		16,931	893,266	161,656	714,679	310,814	334,041	69,824
28 2051	10,658,000	8,100,000	169.77437	1,375,172	35.0%	481,310	893,862	893,862		16,934	910,796	161,656	732,206	318,436	342,233	71,537
				29,850,727		18,462,086	11,388,641	11,388,641	323,312	926,688	12,638,641	4,849,680	7,450,338	3,240,154	3,482,288	727,896
								Total Air Rights: 1,250,000								

NOTES:

- 1 PILOT Bond will be issued by City.
- 2 City will make payments on PILOT Bonds in years 1 and 2 (\$323,312 total).
- 3 At closing on financing for the Apartments, Apartments Owner will pay City \$323,312 as reimbursement for payments in Years 1 and 2
- 4 The City will utilize the PILOT payment plus the Air Rights to: 1) make payments for the PILOT Bonds; and, 2) distribute the balance, if any, to the City, County and School District as a PILOT payment
- 5 Total Payments by Apartments Owner constitutes the total amount to be paid in PILOT and Air Rights Payments

EXHIBIT B

- The City will make payments on PILOT Bonds in years 1 and 2 (\$323,312 total)
- At closing on financing for the Apartments, Apartments Owner will pay City \$323,312 as reimbursement for payments in Years 1 and 2
- The City will utilize the PILOT payment plus the Air Rights to 1) make payments for the PILOT Bonds; and 2) distribute the balance, if any, to the City, County and School District as a PILOT payment
- Total Payments by Apartments Owner constitutes the total amount to be paid in PILOT and Air Rights Payments
- The new municipal Garage will serve residents, businesses, and visitors, as well as support Boscov's continuing success as a critical driver of retail activity downtown
- The apartments will attract a millennial and boomer resident base. The purchase price and new property taxes represent new revenue to the City that would not otherwise be available
- Due to the City of Binghamton owning the property, no taxes are currently being paid

THE AGENCY

BROOME COUNTY IDA / LDC

SMALL BUSINESS INCENTIVE PROGRAM APPLICATION

The Small Business Incentive Program can provide eligible applicants the following: an eight percent (8%) NYS sales tax exemption on all construction materials, machinery & equipment and FF&E.

Applicants seeking assistance must complete this application and provide additional documentation if required. A **non-refundable** application fee of \$250.00 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 PM Property Matters LLC
Address 115 E. State Street
City/State/Zip Ithaca, NY, 14850
Tax ID No. 26-1259690
Contact Name Andrew J. Pragacz
Title Operations Manager
Telephone 651-747-6316
E-Mail andy@pmpress.org

Owners of 20% or more of Applicant Company

Name	%	Corporate Title
<u>Ramsey Kanaan</u>	<u>50</u>	<u>Co-owner</u>
<u>Craig O'Hara</u>	<u>50</u>	<u>Co-owner</u>
_____	_____	_____
_____	_____	_____

Benefit Requested

☒ Sales Tax Exemption

Description of project (check all that apply)

- ☐ New Construction
☒ Existing Facility
 ☒ Acquisition
 ☒ Expansion
 ☒ Renovation/Modernization
☐ Acquisition of machinery/equipment
☐ Other (specify) _____



See attached narrative

TAX MAP ID NUMBER: 143.67-2-21



Decemeber 2021

Start Date

Decemeber 2022

End Date

21 Emma St. Binghamton NY

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?

- ## LOCAL LABOR POLICY

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

APPLICANT PROJECT COSTS

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipping of the project by the APPLICANT.

Building Construction or Renovation

- a. MATERIALS a. \$ 5,000
b. LABOR b. \$ 5,000

Site Work

- c. MATERIALS c. \$ 107,000
d. LABOR d. \$ 182,000
e. Non-Manufacturing Equipment e. \$ 29,500
f. Furniture and Fixtures f. \$ 30,000
g. LAND and/or BUILDING Purchase g. \$ 490,000
h. Soft Costs (Legal, Architect, Engineering) h. \$ 20,000
Other (specify) i. shipping i. \$ 50,000
j. j. \$ 26,000
k. k. \$

TOTAL PROJECT COSTS

\$ 944,500

- B. Sources of Funds for Project Costs.

- a. Bank Financing a. \$ 264,600
b. Public Sources b. \$ 176,000

Identify each state and federal grant/credit

\$ _____

\$ _____

\$ _____

\$ _____

- c. Equity

\$ 503,900

TOTAL SOURCES

\$ 944,500

- C. Has the applicant made any arrangements for the financing of this project?

☒ Yes ☐ No

If so, please specify bank, underwriter, etc.

60% of the mortgage is carried by Elmira Savings

The remaining 40% is carried by BFA, a New York State Development Corporation

PM is putting 10% down. The rest of the project is self-financed

VALUE OF INCENTIVES

A. Sales Tax Exemption Benefit

Estimated value of goods that will be exempt from New York State and local sales tax (materials, non-manufacturing equipment, furniture and fixtures - **line a,c,e,f from Project Costs**) \$ 171,500

Estimated value of New York State and local sales tax exemption (8% of value of eligible goods) \$ 13,720

Estimated duration of sales tax exemption 12 months
(The sales tax letter shall be valid for a period of twelve (12) months.)

PROJECTED EMPLOYMENT

Will this investment result in the creation of new jobs? If so, how many? 3 FTE

Current number of full time employees: 10 FTE

Estimated annual salary range of jobs to be created:

Annual Salary range from: 40,000 to 50,000

Estimated annual salary range of current jobs:

Annual Salary range from: 40,000 to 50,000

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

APPLICATION & ADMINISTRATIVE FEES

A. Application Fee:

A non-refundable application fee of \$250.00 shall be charged to each applicant and accompany the completed application.

\$ 250.00

B. Administrative Fee:

A non-refundable administrative fee is due and payable prior to the issuance of a Sales Tax Letter. The administrative fee is based on the size and scope of the project, and is determined on a case by case basis.

\$ 500.00

TOTAL TAX EXEMPTION FEES

\$ 750.00

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

Andrew J Prayac

Signature: CAF Title: op. Manager Date: 12.6.2021

Sworn to before me this

6 day of Dec, 2021.

(Notary Public)

LILLIAN L. LEVY
Notary Public, State of New York
No. 02114802893
Residing in Broome County
My Commission Expires November 30, 2025

LABOR POLICY

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 worked on the project.

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

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

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

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

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

In consideration of the extension of financial assistance by the Agency/**IDA** PM Property Matters _____ (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 ends on the project to the Agency.

The Applicant understands an Agency/**IDA** tax-exempt certificate is valid for one year from the effective date of the project inducement. If an Applicant wishes to request an extension, a letter must be sent 30 days prior to the end date to the Executive Director, on company letterhead, explaining the necessity for the extension.

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 _____ (Submission date).

APPLICANT: PM Property Matters

REPRESENTATIVE FOR CONTRACT BIDS/AWARDS: Andrew J Pragacz

ADDRESS: 115 E. State Street

CITY: Ithaca

STATE: NY

ZIP: 14850

PHONE: 651-747-63616

EMAIL: andy@pmpress.org

PROJECT ADDRESS: 21 Emma Street, Binghamton NY 13905


AUTHORIZED REPRESENTATIVE: Andrew J Pragacz

TITLE: Operations Manager

SIGNATURE: 

Sworn to before me this

6th day of Dec, 2021


(Notary Public)

LILLIAN L. LEVY
Notary Public, State of New York
No. 02154302893
Residing in Broome County
My Commission Expires November 30 2025

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

Southern Tier Building Trades Council
1200 Clemens Center Parkway
Elmira, NY 14901
ibew139ba@aol.com
(607) 732-1237

Binghamton/Oneonta Building Trades Council
11 Griswold Street
Binghamton, NY 13904
raikens@luoe158.org
(607) 723-9593

Dodge Reports
<http://construction.com/dodge/submit-project.asp>
830 Third Ave., 6th Floor
New York, NY 10022
support@construction.com

(877) 784-9556
Tompkins-Cortland Building Trades Council
622 West State Street
Ithaca, NY 14850
tbrueribew241@gmail.com
(607) 272-3122

Building Trades
Katie Fairbrother, Secretary
kfairbrother@ualocal112.org
607-723-9593

LOCAL LABOR UTILIZATION REPORT

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

APPLICANT:

PROJECT ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

GENERAL CONTRACTOR/CONSTRUCTION MANAGER:

CONTACT:

ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

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

CHECK IF CONSTRUCTION IS COMPLETE

CHECK IF THIS IS YOUR FINAL REPORT

I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE CONTRACTORS THAT ARE WORKING AT THE PROJECT SITE.

Company Representative

Date

NON LOCAL LABOR UTILIZATION REPORT

To be completed for all contractors not residing within the Broome County IDA Local Labor Area

APPLICANT:

PROJECT ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

GENERAL CONTRACTOR/CONSTRUCTION MANAGER:

CONTACT:

ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

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

CHECK IF CONSTRUCTION IS COMPLETE

CHECK IF THIS IS YOUR FINAL REPORT

I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE CONTRACTORS THAT ARE WORKING AT THE PROJECT SITE.

Company Representative

Date

General Project Description

PM Press is transitioning its global distribution center, event space, and headquarters from Oakland, CA, to upstate New York. 21 Emma Street will be the new shipping/receiving center, processing over \$1 million in book orders annually, and event and book fair space. PM Press is also acquiring Autumn Leaves on the Ithaca Commons as a retail outlet. We anticipate the full cost of the transition to be approximately \$1 million. (Building acquisition, new construction/improvements, and equipment purchase and associated costs total 853,500. The remainder is shipping costs and added employee costs and accommodations.)

Upgrades and additions are needed on the property to create a safe, attractive environment for core operations. The current 21 Emma Street property also requires safety upgrades, minor repairs, and extensive cleaning (the facility was unused for almost a decade). PM Press will need to purchase equipment for the warehouse operations and maintenance in addition to office equipment.

We expect at least three FTE to operate in the facility. Two will be stationed at the facility full time, while we expect another one person within PM to be at the facility either assisting with core operations during busy times, retrieving books for out-of-area tabling, and working at events held at the warehouse. At least one other FTE will be located in Ithaca, NY.

New construction/remodeling is oriented toward book sales/fairs and author events. Book sales/fairs will feature indoor and outdoor sections, with book sellers and buyers coming from around the US to attend. The indoor event space (approx. 3,000 sf) will also be used to host book talks by authors, which we intend to stream on-line for a global audience. Major additions include resurfacing the 21 Emma Street parking lot, landscaping the currently overgrown areas surrounding the parking lot and abutting the railroad tracks, painting the facility's interior and exterior, inviting in a well-known artist to mural a street-facing portion of the facility, installing street signage, and adding awnings to the building and covered spaces within the parking lot as needed.

As part of our transition from Oakland, we will need to purchase equipment to operate the warehouse and office facilities. We will also need to install a new phone system and wifi network.

After almost a decade without daily use, the facility has fall behind in its maintenance schedule, safety compliance, and cleanliness. The entire facility requires extensive

cleaning, including mold abatement. We will install a new CO and fire monitoring system, upgrade the dry fire suppression system, and add new emergency exits (signage and doors). We will also fix two step cracks, the ramp, and the roof (relatively minor). The office will require remodeling as well.

After taking possession of the building PM Press must work with the City of Binghamton, New York State, and private contractors to repair/improve or remove the concrete wall abutting the 21 Emma Street property. The wall was built in the 1930s and has deteriorated over time. It is owned by New York State. It is unclear what resources we will need to expend in fixing this dangerous eyesore, but we are committed to working with government partners in arriving at a positive solution for us and the surrounding neighborhood.

Further anticipated costs include shipping our inventory from Oakland to Binghamton, new employee costs, and paying for new employees to come to Binghamton for assistance during the set-up process.



Canopy Growth USA
35715 US HWY 40, Ste D102,
Evergreen, CO 80439
www.canopygrowth.com

RE: 2022 EXTENSION OF BROOME COUNTY SALES AND USE TAX EXEMPTION

TO THE BROOME COUNTY IDA BOARD:

Under a resolution adopted December 18, 2019, the Broome County Industrial Development Agency (the “IDA”) appointed Canopy Growth USA, LLC (“Canopy USA”) and HIP NY Developments LLC (“HIP NY”) as agents of the IDA to redevelop, construct, renovate, and equip a project at the facility located at 47-51 Pine Camp Drive, Kirkwood, New York. On December 20, 2019, the IDA, Canopy USA, and HIP NY entered into a Sales and Use Tax Exemption Agreement (“Agreement”), among other agreements, that exempted Canopy USA and HIP NY for certain sales and use taxes up to a \$3.2 million maximum exemption. The sales and use extension was subsequently extended by the Board to December 2021.

Due to a delay in regulatory certainty regarding hemp and hemp products, Canopy USA and HIP NY have not been able to complete their planned activities and improvements, and to fully utilize the IDA sales tax exemption as expected. As per the Agreement, Canopy USA and HIP NY hereby present this written request to extend their appointment as IDA agents to December 31, 2022, without prejudice to any further extensions. The Agreement directs that the IDA “shall not unreasonably withhold its consent to the extension of such appointment.”

Thank you for your consideration, and do not hesitate to contact us with any questions.

Sincerely,

Kelly Fair
U.S. General Counsel
Canopy USA and HIP NY

Conflicts of Interest

- The Agency is required to follow ethical guidelines determined by the Authorities Budget Office (ABO)
- A conflict of interest is a situation in which the financial, familial, or personal interests of a board member or employee come into actual or perceived conflict with their responsibilities with the authority.
- The enactment of the Public Authorities Accountability Act (PAAA) and the Public Authorities Reform Act (PARA) included provisions in Public Authorities Law (PAL) for state and local public authorities, as defined by Section 2 of PAL, to be more transparent and accountable to the public.
- As such, board members and employees have the responsibility to disclose any conflict of interest, including any situation that may be perceived as a conflict of interest, to the authority board and the public. The following process must be followed:
 1. **Duty to Disclose:** All material facts related to the conflicts of interests (including the nature of the interest and information about the conflicting transaction) shall be disclosed in good faith and in writing to the Ethics Officer and Counsel. Such written disclosure shall be made part of the official record of the proceedings of the authority.
 2. **Determining Whether a Conflict of Interest Exists:** The Ethics Officer and Counsel will review and advise the individual who appears to have a conflict of interest on how to proceed. This review will include advisement from the Board's and Agency leadership, as well as seeking guidance from outside sources if they are unsure of what to do.
 3. **Recusal and Abstention:** No Board member or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting, when he/she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any organization in which he/she is deemed to have an interest. Board members or employees must physically recuse themselves from deliberations, votes, or internal discussion on matters relating to any organization, entity or individual where their impartiality in the deliberation or vote might be reasonably questioned, and are prohibited from attempting to influence other board members or employees in the deliberation and voting on the matter.
 4. **Records of Conflicts of Interest:** The minutes of the Authority's meetings during the disclosed conflict of interest shall reflect the name of the interested person, the nature of the conflict, and a description of the how the conflict was resolved.
 5. **Reporting of Violations:** Board members and employees should promptly report any violations of this policy to his/her supervisor, to the Ethics Officer or HR in accordance with the Whistleblower Policy

Authorities Budget Office Recommended Practice



This Recommended Governance Practice is intended for use by policymakers, and directors, officers and officials of state and local authorities. These bulletins are intended to promote best practices and encourage their consideration and incorporation into the management policies and oversight of public authorities.

Issue: Conflict of Interest Policy for Public Authorities

Provisions: A conflict of interest is a situation in which the financial, familial, or personal interests of a board member or employee come into actual or perceived conflict with their responsibilities with the authority. Various sections of New York State law require state and local public authority board members and employees to examine conflicts of interest issues that may arise at their respective authority. For example, Section 2824(7) of Public Authorities Law stipulates that the Governance Committee of a state and local public authority is to examine ethical and conflict of interest issues. Article 18 of General Municipal Law requires officers and employees of industrial development agencies, urban renewal agencies and community development agencies to disclose conflicts of interest and specifies conflicts of interest that are prohibited. Section 74 of Public Officers Law restricts officers and employees of state public authorities from having a direct or indirect interest or engage in business or activities that may conflict with their proper discharge of duties. Section 55 of Executive Law requires board members and directors of state authorities to report to the state inspector general any information concerning undisclosed conflicts of interest by another board member or employee of the authority relating to his or her work for the authority. And section 715(a) of Not-for-Profit Corporation Law requires not for profit entities, some of which also are considered public authorities, to adopt a conflict of interest policy.

Objectives: The enactment of the Public Authorities Accountability Act (PAAA) and the Public Authorities Reform Act (PARA) included provisions in Public Authorities Law (PAL) for state and local public authorities, as defined by Section 2 of PAL, to be more transparent and accountable to the public. Board members and employees of state and local public authorities owe a duty of loyalty and care to the authority and have a fiduciary responsibility to always serve the interests of the public authority above their own personal interests when conducting public business. As such, board members and employees have the responsibility to disclose any conflict of interest, including any situation that may be perceived as a conflict of interest, to the authority board and the public. Board members and employees of public authorities are often unaware that their activities or personal interests are in conflict with the best of interests of the authority. A goal of the

authority should be to raise awareness and encourage disclosure and discussion of any circumstances that may constitute a conflict of interest.

The purpose of a conflict of interest policy is to protect a public authority's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a board member or employee of the authority or might result in a possible excess benefit transaction. Therefore, it is important for public authorities to develop a written conflict of interest policy to formally establish the procedures for dealing with conflict of interest situations and assure that the public authority's interest prevails over personal interests of authority's board members and employees.

Recommended Practice: Conflicts of interest of board members and employees of public authorities are not uncommon due to the multitude of relationships that occur between authorities, other governmental entities, and the private sector. Public authorities are at risk of being improperly influenced by board members and employees that have personal interests that can be in conflict with the best interest of the authority. To reduce this risk, the ABO recommends that state and local authorities adopt a written conflict of interest policy to ensure that its board members and employees act in the authority's best interest. The conflict of interest policy should clearly define what is expected of board members and employees when a conflict of interest or the appearance of a conflict of interest arises as well as the penalties for failing to comply with the policy. At a minimum, a conflict of interest policy should always require those with a conflict (or who think they may have a conflict) to disclose the real or perceived conflict. The policy should also prohibit employees with a conflict from being involved with the approval of any transactions related to the conflict and prohibit interested board members from being a part of discussions and voting on any matter in which there is a conflict.

State and local authorities are advised to adopt a conflict of interest policy that includes:

- An explanation of the circumstances (examples) that constitute a conflict of interest or the appearance of a conflict of interest.
- Procedures for disclosing conflicts or the appearance of conflicts to the board.
- A requirement that the person with the conflict of interest or appearance cannot participate in board or committee deliberation or vote on the matter giving rise to such conflict or appearance
- A prohibition against any attempt by the person with the conflict or appearance to influence improperly the deliberation or vote on the matter giving rise to such conflict.
- A requirement that the existence and resolution of the conflict or appearance of a conflict be documented in the public record, including in the minutes of any meeting at which the conflict was discussed or voted upon.

- Description of the penalties for failing to comply with the conflict of interest policy

Board members or employees that are unsure whether a particular relationship, association or situation constitutes a conflict of interest or the appearance of a conflict of interest should refer to the authority's Governance Committee, which is the body responsible for examining conflicts of interest issues at the authority. Conflicts of interest identification can be difficult and the Governance Committee should at all times err on the side of caution and treat instances where there is the appearance of conflict of interest as a perceived conflict of interest to avoid compromising the public trust in the authority. Governance Committees are encouraged to seek guidance from counsel or NYS agencies, such as the Authorities Budget Office, State Inspector General or the Joint Commission on Public Ethics (JCOPE) when dealing with cases where they are unsure of what to do.

The ABO has developed a model conflict of interest policy for state and local authorities to use as a reference when drafting and/or revising their own policies. Note that there is no "one size-fits-all" policy and public authorities' officials need to decide the level of detail desired and tailor their conflicts of interest policy to meet the needs and circumstances of the authority. For example, an authority may want to set different conflicts of interest standards for board members and employees. Standards for employees can be more rigorous in prohibiting outside employment that may be in conflict with employment at the authority, while standards for board members would allow for outside employment and address conflicts as circumstances arise.

The board should have procedures in place to ensure that all employees and board members understand and comply with the standards set in the conflict of interest policy. The conflict of interest policy of an authority should be reviewed annually by the board members to ensure that it meets the organization's needs and addresses any revisions in the law.

MODEL CONFLICT OF INTEREST POLICY

All Board Members and employees should be provided with this Conflict of Interest Policy upon commencement of employment or appointment and required to acknowledge that they have read, understand and are in compliance with the terms of the policy. Board members and employees should review on an ongoing basis circumstances that constitute a conflict of interest or the appearance of a conflict of interest, abide by this policy and seek guidance when necessary and appropriate.

This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to public authorities.

Conflicts of Interest: A conflict of interest is a situation in which the financial, familial, or personal interests of a director or employee come into actual or perceived conflict with their duties and responsibilities with the Authority. Perceived conflicts of interest are situations where there is the appearance that a board member and/or employee can personally benefit from actions or decisions made in their official capacity, or where a board member or employee may be influenced to act in a manner that does not represent the best interests of the authority. The perception of a conflict may occur if circumstances would suggest to a reasonable person that a board member may have a conflict. The appearance of a conflict and an actual conflict should be treated in the same manner for the purposes of this Policy.

Board members and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust. While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest typically arises whenever a director or employee has or will have:

- A financial or personal interest in any person, firm, corporation or association which has or will have a transaction, agreement or any other arrangement in which the authority participates.
- The ability to use his or her position, confidential information or the assets of the authority, to his or her personal advantage.
- Solicited or accepted a gift of any amount under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of his/her official duties or was intended as a reward for any action on his/her part.
- Any other circumstance that may or appear to make it difficult for the board member or employee to exercise independent judgment and properly exercise his or her official duties.

Outside Employment of Authority's Employees: No employee may engage in outside employment if such employment interferes with his/her ability to properly exercise his or her official duties with the authority.

PROCEDURES

Duty to Disclose: All material facts related to the conflicts of interest (including the nature of the interest and information about the conflicting transaction) shall be disclosed in good faith and in writing to the Governance Committee and/or the Ethics Officer. Such written disclosure shall be made part of the official record of the proceedings of the authority.

Determining Whether a Conflict of Interest Exists: The Governance Committee and/or Ethics Officer shall advise the individual who appears to have a conflict of interest how to proceed. The Governance Committee and/or Ethics Officer should seek guidance from counsel or New York State agencies, such as the Authorities Budget Office, State Inspector General or the Joint Commission on Public Ethics (JCOPE) when dealing with cases where they are unsure of what to do.

Recusal and Abstention: No board member or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any organization in which he or she is deemed to have an interest. Board members and employees must recuse themselves from deliberations, votes, or internal discussion on matters relating to any organization, entity or individual where their impartiality in the deliberation or vote might be reasonably questioned, and are prohibited from attempting to influence other board members or employees in the deliberation and voting on the matter.

Records of Conflicts of Interest: The minutes of the authority's meetings during which a perceived or actual conflict of interest is disclosed or discussed shall reflect the name of the interested person, the nature of the conflict, and a description of how the conflict was resolved.

Reporting of Violations: Board members and employees should promptly report any violations of this policy to his or her supervisor, or to the public authority's ethics officer, general counsel or human resources representative in accordance with the authority's Whistleblower Policy and Procedures.

Penalties: Any director or employee that fails to comply with this policy may be penalized in the manner provided for in law, rules or regulations.

EMPLOYEE HANDBOOK

THE AGENCY
BROOME COUNTY IDA / LDC



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FOREWORD

Welcome to the Broome County Industrial Development Agency ("The Agency")

As an employee of the Agency, we look forward to a productive and successful association. This handbook has been provided to serve as the guide for the employer/employee relationship.

This handbook contains general information and guidelines and is not intended to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to your Operations Manager.

Neither this handbook nor any other company document confers any contractual right, either express or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time. No representative of the organization, except the Board of Directors has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except employees and others affiliated with the Agency whose knowledge of the information is required in the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.

Section 1:

A. DIVERSITY, EQUITY AND INCLUSION

The Broome County Industrial Development is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

The Agency provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Broome County Industrial Development Agency's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

The Agency expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Agency employees to perform their expected job duties is absolutely not tolerated. All employees of The Agency have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

a. Inclusion Code Of Conduct

The Agency is dedicated to creating an inclusive work environment for everyone. We embrace and celebrate the unique experiences, perspectives and cultural backgrounds that each employee brings to our workplace. The Agency strives to foster an environment where our employees feel respected, valued and empowered, and our team members are at the forefront in helping us promote and sustain an inclusive workplace.

The Agency is committed to taking the following actions in support of an inclusive workplace:

- Provide ongoing education and training to all employees on diversity, equity and inclusion topics.
- Provide all employees with a safe avenue to voice concerns regarding diversity, equity and inclusion in our workplace.
- Support flexible work arrangements that accommodate the different needs of all employees.

Code Of Conduct

All Agency employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.

The Agency will not tolerate discrimination, harassment of any behavior or language that is abusive, offensive or unwelcome.

Violations

Employees are expected to report incidents that violate this code of conduct by contacting a manager or the Human Resources Specialist.

Employees who violate The Agency's code of conduct expectations will face disciplinary action. Possible consequences include additional training, verbal and written warnings, suspension and termination of employment.

B. Anti-harassment Policy and Complaint Procedure

The Agency is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Agency expects that all relationships among persons in the office will be business-like and free of including but not limited to, bias, prejudice and harassment.

It is the policy of the Agency to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. The Agency prohibits any such discrimination or harassment.

The Agency encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Agency to promptly and thoroughly investigate such reports. The Agency prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation,

national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Agency (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy or who believe they have witnessed such conduct should submit a Harassment Complaint Form. A copy of this form can be found in the back of the Employee Handbook.

If the employee is more comfortable reporting verbally or in another manner, they may discuss their concerns with the Operations Manager, their immediate supervisor or any other member of management. The recipient of the complaint will use the information to complete the Harassment Complaint Form, make a copy for the complainant and follow the harassment prevention policy by investigating the claims.

When possible, the Agency encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Agency recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Agency encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the Agency's Chairman of the Board or Executive Director.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

C. Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Agency to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Agency.

Section 2. EMPLOYMENT

A. Employee Classification Categories

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Agency.

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

The Agency has established the following categories for both nonexempt and exempt employees:

- **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of 37.5 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
- **Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefits program.
- **Temporary, full time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary employees are not eligible for company benefits unless specifically stated otherwise in company policy or are deemed eligible according to plan documents.

B. Reference Checks

To ensure that individuals who join the Agency are well qualified and to ensure that the Agency maintains a safe and productive work environment, it is our policy to conduct pre-employment reference checks on all applicants who accept an offer of employment. All offers of employment are conditioned on receipt of a professional reference check report that is acceptable to the Agency.

The Agency also reserves the right to conduct a background check on potential employees to determine eligibility for hire. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and

antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

C. Nepotism, Employment of Relatives and Personal Relationships

The Agency wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management of the relationship.

The Agency reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

D. Separation of Employment

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- **Retirement:** Employees who wish to retire are required to notify their director in writing at least one (1) month before the planned retirement date.
- **Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The manager shall notify the Operations Manager at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- **Termination:** Employees are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

Return of Company Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

The separating employee shall contact the Operations Manager as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Accrued vacation leave will be paid in the last paycheck unless the employee resigned and did not give and work a full two weeks' notice.

Health insurance terminates the last day of the month of employment, unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left the Agency in good standing and were classified as eligible for rehire may be considered for reemployment. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

E. Dispute Resolution

It is the policy of the Agency to treat their employees in a fair and impartial manner. The Agency will make every effort possible to resolve issues in a timely and equitable manner. Employees are encouraged to share their concerns, seek information, provide input and resolve potential problems/issues through their immediate supervisor.

Employees who believe they have been treated unfairly, or in a manner inconsistent with established policies and practices, or applicable law, and after having made attempt to resolve issues through their immediate supervisor, should complete a Dispute Resolution Request form included in this handbook. After thorough investigation, the Executive Director will make a decision that will be considered final and binding to all parties.

Section 3. **WORKPLACE SAFETY**

A. Drug-Free Workplace

The Agency has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the Agency is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment.

Drug-Free Awareness

Illegal drug use, alcohol and cannabis misuse have a number of adverse health and safety consequences. All employees who voluntarily seek help for such problem, should consult with their immediate supervisor before becoming subject to discipline and/or termination under this or other policies.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, cannabis or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless requested to do so.

Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - Being under the influence of alcohol, cannabis or an illegal
 - drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- The Agency will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

B. Workplace Bullying

The Agency defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Agency considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

C. Violence in the Workplace

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to themselves or others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. Agency resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The Agency treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Executive Director of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence.

Any employee found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. The Agency encourages employees to bring their disputes to the attention of their immediate supervisor.

D. Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination. An Accident and Incident Report form has been included in this handbook.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

E. Smoke-Free Workplace

It is the policy of the Agency to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." This includes e-cigarettes.

The smoke-free workplace policy applies to:

- All areas of company buildings.
- All company-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Smoking is permitted in parking lots only.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

F: Airborne Infectious Disease Exposure Prevention Plan

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I. Responsibilities

This plan applies to all employees under the umbrella of the Leadership Alliance. Including the following:

Broome County Industrial Development Agency (The Agency)
Greater Binghamton Chamber Of Commerce
Visit Binghamton
Greater Binghamton Education Outreach Program

The Leadership Alliance and the following work site:

Five South College Drive, Binghamton, NY 13905

This plan requires commitment to ensure compliance with all plan elements aimed at preventing the spread of infectious disease. The following supervisory employee(s) are designated to enforce compliance with the plan. Additionally, these supervisory employees will act as the designated contacts unless otherwise noted in this plan:

Name	Title	Location	Telephone No.
Theresa Ryan	Operations Manager	5 S. College Dr. Binghamton, NY	607-584-9000
Sue Kuhn	Director Of Finance	5 S. College Dr Binghamton, NY	607-772-8860

II. Exposure Controls During A Designated Outbreak

A. Minimum Controls During An Outbreak

During an airborne infectious disease outbreak, the following minimum controls will be used in all areas of the worksite:

1. **General Awareness:** Individuals may not be aware that they have the infectious disease and can spread it to others. Employees should remember to:
 - a. Maintain physical distancing;
 - b. Exercise coughing/sneezing etiquette;
 - c. Wear face coverings, gloves and personal protective equipment (PPP), as appropriate;
 - d. Individuals should limit what they touch;
 - e. Stop social etiquette behaviors such as hand shaking and hugging; and
 - f. Wash hands and use hand sanitizer properly and often.

2. **“Stay At Home Policy”:** If an employee develops symptoms of the infectious disease, the employee should not be in the workplace. The employee should inform the designated contact, listed in Section I and follow NYS Department of Health and Centers for Disease Control and Prevention (CDC) guidance regarding obtaining medical care and isolating.
3. **Health Screening:** Employees will be screened for symptoms of the infectious disease at the beginning of their shift by filling out the health screening form provided. Employees are to self-monitor throughout their shift and report any new or emerging signs or symptoms of the infectious disease to designated contact. An employee showing signs or symptoms of the infectious disease will be removed from the workplace and should contact a healthcare professional for instructions. The health screening elements will follow guidance from the NYSDOH and CDC, if available.
4. **Face Coverings:** To protect your coworkers, employees will wear face coverings throughout the workday to the greatest extent possible. Face coverings and physical distancing should be used together whenever possible. The face covering must cover the nose and mouth, and fit snugly, but comfortably against the face and must not create a hazard. The face coverings must be kept clean and sanitary.
5. **Physical Distancing:** Physical distancing will be followed as much as feasible. Avoid unnecessary gatherings and maintain a distance of at least six feet (or as recommended by the NYSDOH and CDC for the infectious agent) from each other. Use a face covering when physical distance cannot be maintained.

In situations where prolonged close contact with other individuals is likely, use the following control methods:

- a. Restricting or limiting visitor entry;
 - b. Limiting occupancy;
 - c. Signage;
 - d. Telecommuting;
 - e. Remote meetings;
 - f. Restricting travel;
 - g. Staggering work hours
6. **Hand Hygiene:** To prevent the spread of infection, employees should wash hands with soap and water for at least 20 seconds or use a hand sanitizer with at least 60% alcohol to clean hands BEFORE and AFTER:
 - a. Touching your eyes, nose or mouth;
 - b. Entering and leaving a public place;
 - c. Touching your mask and;
 - d. Touching an item or surface that may be frequently touched
By other people, such as door handles, tables, gas pumps,
Shopping carts or electronic cash registers or screens.Because hand sanitizers are less effective on soiled hands, wash hands
Rather than using hand sanitizer when your hands are soiled.

7. Cleaning And Disinfection – See Section V Of This Plan.

- 8. “Respiratory Etiquette”:** Because infectious diseases can be spread by droplets expelled from the mouth and nose, employees should exercise appropriate respiratory etiquette by covering their nose and mouth when sneezing, coughing or yawning.
- 9. Special Accommodations For Individuals With Added Risk Factors:** Some employees, due to age, underlying health condition or other factors, may be at increased risk of severe illness if infected. Please inform your Supervisor or the HR Department if you fall within this group and need an accommodation.

B. ADVANCED CONTROLS DURING AN OUTBREAK

For activities where the Minimum Controls alone will not provide sufficient protection for employees, additional controls from the following hierarchy may be necessary. The Leadership Alliance will determine when and if the following are necessary.

1. **Elimination:** Employers should consider the temporary suspension or elimination of risky activities where adequate controls may not provide sufficient protection for employees.
2. **Engineering Controls:** Employers should consider appropriate controls to contain and/or remove the infectious agent, prevent the agent from being spread, or isolate the worker from the infectious agent.

Subject to changes based on operations and circumstance surrounding the infectious disease, engineering controls that are anticipated to be used are listed below:

- a. Use higher-efficiency air filters in the air handling system.
3. **Administrative Controls** are policies and work rules used to prevent exposure.

Subject to changes based on operations and circumstances surrounding the infectious disease, the following specific administrative controls are anticipated to be used:

- a. Disinfecting procedures for specific areas;
- b. Employee training on reopening guidelines;
- c. Cross-train employees to ensure critical operations can continue during a worker’s absence;
- d. Post signs reminding employees of respiratory etiquette, masks and handwashing;
- e. Provide clearly designated entrance and exit.
4. **Personal Protective Equipment (PPE)** are devices that protect the wearer from infection. PPE will be provided, used and maintained in a sanitary and reliable condition at no cost to the employee. The PPE provided to an employee will be based on a hazard assessment.

5. PPE Required:

Face Masks	Walking through or working in public areas
Gloves	Touching surfaces in public areas
Hand Sanitizer	For use in all areas
Disinfectant For Surfaces	For use in all areas
PPE will be provided upon request by the Executive Assistant.	

C. EXPOSURE CONTROL READINESS, MAINTENANCE AND STORAGE:

The controls we have selected will be obtained, properly stored, and maintained so that they are ready for immediate use in the event of an infectious disease outbreak and any applicable expiration dates will be properly considered.

III. HOUSEKEEPING DURING A DESIGNATED OUTBREAK

A. Disinfection Methods And Schedules

Objects that are touched repeatedly by multiple individuals, such as door handles, light switches, control buttons/levers, dials, water faucet handles, computers, phones, or handrails must be cleaned frequently with an appropriate disinfectant. Surfaces that are handled less often, or by fewer individuals, may require less frequent disinfection.

B. Adjustments To Normal Housekeeping Procedures

Normal housekeeping duties and schedules should continue to be followed during an infectious disease outbreak, to the extent practicable and appropriate consistent with NYSDOH and/or CDC guidance in effect at the time. However, routine procedures may need to be adjusted and additional cleaning and disinfecting may be required as listed below.

- C. If an employee develops symptoms of the infectious disease at work, it is ideal to isolate the area in accordance with guidance issued by NYSDOH or the CDC, before cleaning and disinfecting the sick employee's work area. This delay will allow contaminated droplets to settle out of the air and the space to be ventilated.
- D. Liners will be used in trash containers. Empty the containers nightly to prevent overfilling. Do not forcefully squeeze the air out of the trash bags before tying them closed. Trash containers may contain soiled tissues or face coverings.

IV. INFECTION RESPONSE DURING A DESIGNATED OUTBREAK

If an actual, or suspected, infectious disease case occurs at work, take the following actions:

- a. Instruct the sick individual to wear a face covering and leave the worksite, and follow NYSDOH/CDC guidance.
- b. Follow local and state authority guidance to inform impacted individuals.

V. TRAINING AND INFORMATION DURING A DESIGNATED OUTBREAK

- A. Stacey Duncan will verbally inform all employees of the existence and location of this Plan, the circumstances in which it can be activated, the infectious disease standard, employer policies, and employee rights under the HERO Act.
- B. When this plan is activated, all personnel will receive training which will cover all elements of this plan and the following topics.
 - a. The infectious agent and the disease(s) it can cause;
 - b. The signs and symptoms of the disease;
 - c. How the disease can spread;
 - d. An explanation of this Exposure Prevention Plan;
 - e. The activities and locations at our worksite that may involve exposure to the infectious agent;
 - f. The use and limitations of exposure controls;
 - g. A review of the standard, including employee rights provided under Labor Law, Section 218-B.
- C. The training will be
 - a. Provided at no cost to employees and take place during working hours. If training during normal working hours is not possible, employees will be compensated for the training time (with pay or time off);
 - b. Appropriate in content and vocabulary to your educational level, literacy, and preferred language; and
 - c. Verbally provided in person or through telephonic, electronic, or other means.

VI. PLAN EVALUATIONS DURING A DESIGNATED OUTBREAK

The employer will review and revise the plan periodically upon activation of the plan, and as often as needed to keep up-to-date with current requirements. Document the plan revisions below:

PLAN REVISION HISTORY

DATE	PARTICIPANTS	MAJOR CHANGES	APPROVED BY

VI. RETALIATION PROTECTIONS AND REPORTING OF ANY VIOLATIONS

The Leadership Alliance or his or her agent, or person, acting as or on behalf of The Leadership Alliance, shall not discriminate, threaten, retaliate against, or take adverse action against an employee for exercising their rights under this plan, including reporting conduct the employee reasonably believes in good faith violates the plan or airborne infectious disease concerns to The Leadership Alliance, government agencies or officials or for refusing to work where an employee reasonably believes in good faith that such work exposes him or her, other workers, or the public to an unreasonable risk of exposure, provided the employee, another employee, or representative has notified The Leadership Alliance verbally or in writing, including electronic communication, of the inconsistent working conditions and The Leadership Alliance's failure to cure, or if The Leadership Alliance knew or should have known of the inconsistent working conditions.

Notification of a violation by an employee may be made verbally or in writing, and without limitation to format including electronic communications. To the extent that communications between The Leadership Alliance and the employee regarding a potential risk of exposure are in writing, they shall be maintained by the employer for two years after the conclusion of the designation of a high-risk disease from the Commissioner of Health, or two years after the conclusion of the Governor's emergency declaration of a high risk disease. The following is the contact information to report violations of this plan and retaliation during regular business hours, as well as non-business hours.

Stacey Duncan
Executive Director
(607) 584-9000
smd@theagency-ny.com

Section 4. WORKPLACE EXPECTATIONS

A. Confidentiality

Our clients and other parties with whom we do business entrust the company with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

All inquiries from the media must be referred to the Executive Director and/or the Chairman of the Board.

B. Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of the Agency may conflict with the employee's own personal interests.

Conflicts of interest could arise in the following circumstances:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Agency.
- Hiring or supervising family members or closely related persons.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all company employees.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their manager.

C. Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all job

responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the Agency. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If the Agency determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

D. Attendance and Punctuality

Vacation and holidays must be requested with one's manager in advance in writing. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a written warning. The second separate offense may result in termination of employment with no additional disciplinary steps.

A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

E. Attire and Grooming

It is important for all employees to project a professional image while at work by being appropriately attired. Agency employees are expected to be neat, clean and well-groomed while on the job. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed.

The Agency is confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action, which may result in termination.

F. Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, company-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, company-provided equipment (e.g., cell phone, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the Agency or be contrary to the Agency's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the company.

Right to Monitor

All company-supplied technology and company-related work records belong to the Agency and not to the employee. The Agency reserves the right to monitor use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

G. Social Media—Acceptable Use

Below are guidelines for social media use.

Employees shall not post financial, confidential, sensitive or proprietary information about the company, clients, employees or applicants.

Employees shall not post obscenities, slurs or personal attacks that can damage the reputation of the company, clients, employees or applicants.

When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *“The opinions expressed on this site are my own and do not necessarily represent the views of the Agency.”*

The Agency may monitor content on the Internet. Policy violations may result in discipline up to and including termination of employment.

H. Solicitations, Distributions and Posting of Materials

The Agency prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Agency management and company-sponsored programs related to the Agency’s products and services.

Provisions:

- Nonemployees may not solicit employees or distribute literature of any kind on company premises at any time.
- Employees may only admit nonemployees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business.
- Employees may not solicit other employees during work times, except in connection with a company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event
- The posting of materials or electronic announcements are permitted with approval

Violations of this policy should be reported to the Executive Director.

I. Employee Personnel Files

Employee files are maintained by the Operations Manager and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

A manager considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws.

Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request unless otherwise required under state law. Personnel files may not be taken outside the department.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Section 5. **COMPENSATION**

A. Hiring

The hiring and/or termination of the Executive Director is done by resolution of the Board of Directors.

The Executive Director has sole responsibility for hiring additional personnel as needed to conduct the affairs of the Agency. The creation of new staff positions, however, must be approved by the Board of Directors. The Executive Director is responsible for termination of employees.

B. Performance and Salary Review

Performance appraisals are conducted on an annual cycle. Employees will receive a performance review on the established date each year. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Budget allocations for merit increases are planned for and allocated before the start of each calendar year. The annual salary increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be preapproved by the Board of Directors to ensure internal equity and compliance with company policies and guidelines.

C. Payment of Wages

Salary payment is made **Bi-Weekly** for salary due up to the pay date. Paydays are Bi-Weekly on every other **Friday**.

If the normal payday falls on a company-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice. It is the company's policy that employee paychecks will only be given personally to that employee or mailed to his/her home address.

In the event of a lost paycheck, the Operations Manager must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the company within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Operations manager

Except for extreme emergencies and vacation pay, no salary advances will be made.

D. Hours of Work

Full-time employees work a minimum of thirty-seven and one-half (37.5) hours per week. Full-time employees are eligible for all benefits listed under "Employee Benefits." Part-time employees work less than thirty-seven and one-half (37.5) hours per week. Part-time employees are not eligible for any benefits, except sick time based on the current New York State Regulations Retirement (see Retirement) or as may be required by law.

Full-time employees are scheduled Monday through Friday 8:00 a.m. – 4 p.m. Employees are given two (2) fifteen minutes breaks, one (1) in the a.m., and one (1) in the p.m. and all full-time employees receive one (1/2) Half hour unpaid lunch break. Lunch and break schedules will be determined by the Executive Director or designee. Work hours for part-time employees will be determined by the Executive Director or designee.

E. Overtime

Non-exempt employees, if required to work beyond thirty-seven and one half (37.5) hours in one work week, will be given compensatory time for all hours worked between thirty-seven and one half (37.5) hours and forty (40) hours. **Non-exempt employees will be paid time and one half their basic rate or be given compensatory time at time and one half for all hours worked over forty (40) hours per work week. Compensatory time must be used in the week in which overtime was completed.** Prior authorization to work overtime must be obtained from the Executive Director or designee in advance. While salaried exempt employees will not receive overtime pay, their salary will not be docked for absences of less than a full day.

F. Employee Travel and Reimbursement

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the company.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Reimbursement Form and supporting documentation to obtain reimbursement of expenses.

Exempt employees will be paid their regular salary for weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

Section 6. TIME OFF/LEAVES OF ABSENCE

A. Holiday Pay

There will be eleven (12) holidays observed and paid as follows:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
Presidents Day	Day After Thanksgiving
Memorial Day	Christmas
4 th Of July	Two (2) Floating Holidays
Labor Day	

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by the company.

B. Vacation

Paid Time Off:

It is the policy of the Agency to recognize the importance of paid time off to cover for vacations, holidays and unexpected illnesses, absences and/or emergency personal days. For these reasons, regular full-time employees will maintain vacation and sick time banks and will begin to accumulate sick time from their date of employment with the Agency. **Vacation time is accrued at .2.885 hours per pay period for the first three years, 4.33 hours per pay period from year 4 to 7 and 5.77 hours per pay prior year 8 and over.**

Vacation Time:

Regular employees will begin accumulating vacation time from their date of employment. Vacation days must be used in ½ day or full day increments and approved by management in advance.

Years of Service	Maximum Days Earned Per Year
0 to 3 Years	10 Days
4 to 7 Years	15 Days
8 and Over	20 Days

Vacation Carry Over:

Employees may carry over a maximum of five (5) days of accrued unused vacation time into the following calendar year, unless business demands require an exception to normal practice. Such exceptions must be approved by the Executive Director.

To schedule vacation time, employees should submit a completed leave form to the supervisor at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements.

The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation leave is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay.

Leave taken beyond an employee's available vacation balance may be unpaid unless otherwise required under state or federal law.

If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee's base rate of pay at termination. In the event of the employee's death, earned unused vacation time will be paid to the employee's estate or designated beneficiary.

C. Personal Time

The Agency provides three (3) days of personal leave per calendar year to all full-time employees. All personal leave is subject to prior approval by the supervisor and Executive Director and must be requested in hourly increments. No personal leave benefits are paid upon separation from employment with The Agency for any reason.

D. Sick Leave

Full-Time employees will begin accruing sick time from their original date of hire on a monthly basis. In order to qualify for the monthly accrual employees must have either worked or been paid for all days through to and including the last work day of each month. **Part-time employees will accrue 1 (one) hour for every 30 (thirty) hours worked up to 40 hours.** Management reserves the right to require a doctor's certificate of reason for being out of work for absences greater than three consecutive days.

Days Earned Per Year	Days Earned Per Month
6 Days	0.5 Days

Sick days must be used in ½ days or full day increments. No monetary consideration for accumulated sick leave will be given upon separation from employment.

Sick leave may be used for an employee's personal illness, well-care, and medical and dental appointments. Sick leave may also be used for illness and well-care in an employee's immediate family.

Sick leave may not be used before accrual. If sick leave is exhausted, any available vacation hours will be used in its place. An employee who has a sick leave absence in excess of three consecutive working days must present medical documentation for the absence. Employees are not paid for unused sick leave upon termination of employment.

E. Family and Medical Leave Act

Upon hire, The Agency provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act . A copy of this can be found in the back of the **Employee Handbook: Appendix "A"**.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact the Operations Manager in writing or email.

General Provisions

Under this policy, The Agency will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks which need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of

employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resource manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (*Son or daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is

otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury or illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Use of Paid and Unpaid Leave

All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification for the Employee's Serious Health Condition

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for the Family Member's Serious Health Condition

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of Qualifying Exigency for Military Family Leave

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification

The company may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee

seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide the Operations Manager with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the Operations Manager will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. To the extent possible, an estimated return to work date must be provided. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the Operations Manager will provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave

The company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

F. Paid Family Leave Act

Upon hire, The Agency provides all new employees with notices required by the N.Y. Department of Labor on Employee Rights and Responsibilities under the Paid Family Leave Act. A copy of this can be found in the back of the Employee Handbook: [Appendix "B"](#).

The function of this policy is to provide employees with a general description of their Paid Family Leave (PFL) rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact the Operations Manager in writing or email.

General Provisions

New York's Paid Family Leave provides job-protected, paid time off for employees to bond with a newly born, adopted or fostered child; care for a close relative with a serious health condition; or assist with family situations when a family member is deployed abroad on active military service.

Eligible employees can take Paid Family Leave for up to 10 weeks in 2019 and 2020, and 12 weeks in 2021 [and 2022](#). Leave can be taken either all at once or in full-day increments. Employees may take the maximum time-off benefit in any given 52-week period.

Benefits are a percentage of the employee's average weekly wage, capped at that same percentage of the New York State Average Weekly Wage, as calculated annually by New York State's Department of Labor. These benefits are 55% of the employee's average weekly wage in 2019, 60% in 2020, and 67% in 2021 and 2022.

Paid Family Leave is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually, and is subject to change by New York State's Department of Financial Services.

Eligibility

All eligible employees are entitled to participate in Paid Family Leave. Employees who work a regular schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment. Employees who work a regular schedule of less than 20 hours per week are eligible after working 175 days, which need not be consecutive. Employees are eligible regardless of citizenship and/or immigration status.

Type of Leave Covered

To qualify as Paid Family Leave under this policy, the employee must be taking leave for one of the reasons listed below:

- **New Child:** The employee can take Paid Family Leave during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take Paid Family Leave for their own pregnancy. Paid Family Leave for the birth of a child begins after the birth. It is not available for prenatal conditions.
- **Serious Illness:** The employee can take Paid Family leave to care for a close relative with a serious health condition. These relatives can live outside of New York State and even outside the country. An employee may not take Paid Family Leave for their own health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: Inpatient care in a hospital, hospice, or residential health care facility, or Continuing treatment or continuing supervision by a health care provider. A close relative includes: spouse, domestic partner, child and stepchild, parent and stepparent, parent-in-law, grandparent, grandchild.
- **Military Active Service Deployment:** The employee can take Paid Family Leave to assist with family situations arising when their spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. An employee may not take Paid Family Leave for their own qualifying military event.

Employee Rights and Protections

- The employee has job protection ensuring they may return to the same job, or a comparable one, upon return from PFL.
- The employee may continue health insurance while on leave; however, employees are responsible for continuing to contribute to health care premiums while on Paid Family Leave. An employee who does not continue the pre-existing premium contributions will risk cancellation of health care coverage during their leave period.
- The Agency is prohibited from discriminating or retaliating against employees for requesting or taking Paid Family Leave.
- The employee does not have to take all of their sick and/or vacation time before using Paid Family Leave.

Procedure for Requesting PFL

All employees requesting PFL must provide the Operations manager with verbal or written notice of the need for the leave. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for PFL leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. To the extent possible, an estimated return to work date must be provided. When the need for PFL leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

The employee should then take the following steps:

1. Obtain the required forms from the Operations Manager or online at ny.gov/PaidFamilyLeave. The Operations Manager must complete the employer section of the form and return it to the employee within three business days. If the Operations Manager fails to respond within three days, the employee may proceed to the next step and submit all materials directly to the Agency's Paid Family Leave insurance carrier.
2. Obtain and attach specific supporting documentation or additional forms required for each type of leave as described on the request for Paid Family Leave and at ny.gov/PaidFamilyLeaveApply.
3. Submit request forms and supporting documentation to the Agency's Paid Family Leave insurance carrier. The employee may submit their claim before or within 30 days after the start of leave. The insurance carrier must pay or deny the request within 18 calendar days of receiving the completed forms.

Waiver

An employee may opt out of Paid Family Leave if they do not expect to work for the Agency for the minimum amount of time required for eligibility. If the employee meets this criteria and wishes to opt out, they should complete a Paid Family Leave Waiver. A waiver of family leave benefits may be filed when:

- An employee's schedule is 20 hours or more per week, but will not work 26 consecutive weeks; or
- Schedule is less than 20 hours per week and will not work 175 days in a 52 consecutive week period.

The Agency will keep completed waivers on file. A waiver will be automatically revoked if the employee's schedule changes. It can be voluntarily revoked by the employee at any time.

Discrimination Complaints

Employees are protected from discrimination and retaliation for requesting or taking Paid Family Leave.

If employment is terminated, and/or benefits are reduced, or the employee is disciplined in any way as a result of requesting or taking Paid Family Leave, the employee has a right to send the Operations Manager a formal request for job reinstatement using the Formal Request For Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of ny.gov/PaidFamilyLeave. File the completed form with the Agency and send a copy to:

Paid Family Leave
P. O. Box 9030
Endicott, NY 13761-9030

If the Agency fails to comply with the request for reinstatement within 30 days, the employee may file a Paid Family Leave discrimination complaint with the Workers' Compensation Board using Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the Paid Family Leave website. Once the complaint is received, the Board will assemble a case and schedule a preliminary hearing in front of a Workers' Compensation Law Judge.

G. Coordination of Leave Benefits

Paid Family Leave will work in conjunction with several other benefits. PFL will coincide with FMLA where eligibility overlaps. PFL benefits are paid in daily increments, whereas FMLA can be in hourly increments. An employee cannot receive disability and PFL benefits at the same time. Additionally, the total amount of disability and PFL benefits employees receive cannot total more than 26 weeks in a 52 week period.

H. Personal Leave of Absence

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved.

Please contact the Operations Manager for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

I. Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Paid bereavement leave is granted according to the following schedule:

- Employees are allowed five days of paid leave in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter.

- Employees are allowed three days of paid leave in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of an employee or retiree of the company.

J. Jury Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. The company will pay regular full-time and regular part-time employees for time off for jury duty up to one week of pay.

K. Voting Leave

Voting Time

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to three hours during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

Election Leave

Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded appropriately on timekeeping records.

L. Military Leave of Absence

The Agency is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact the Operations Manager.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform

such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact the Operations Manager to request leave as soon as they are aware of the need for leave.

M. Lactation/Breastfeeding

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. The Agency has designated a room location for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Section 7. BENEFITS

A. Legislated Benefits

Federal and State laws legislate that payments be made in varying proportions by the employer and the employee to the Government for certain employee benefit programs. Following are those benefits legislated for employees in the State of New York. They may vary from state to state.

Social Security:

Employees and the Agency are required to contribute toward federal Social Security benefits from the first day of employment. The amount deducted from employees' wages is deducted automatically, and the rate is established by law. Social Security provides retirement income, disability, death and retirement health care. Booklets explaining these details in full are available at your nearest Social Security office.

15 Henry Street
Binghamton, NY 13901-2723
Phone: (607) 773-2884

Workers' Compensation:

The Agency pays Workers' Compensation Insurance so that employees who suffer from work-related injuries or disease resulting from their employment at the Agency and are temporarily unable to continue their responsibilities at the Agency receive benefits that are governed by state law. Questions concerning these benefits should be directed to your immediate supervisor or the State Workers' Compensation Appeals Board.

State Office Building
44 Hawley Street
Binghamton, NY 13901
Phone: (866) 802-3604

State Disability Insurance:

The State of New York requires that employees who are temporarily disabled because of non work-related disability obtain certain benefits. Required disability benefits provide qualified employees with partial income replacement for a prescribed maximum period of disability and this benefit is funded by the Agency. Descriptive brochures of the plan and benefit provisions are available through your doctor or the New York State Labor Department office.

State Office Building
44 Hawley Street
Binghamton, NY 13901
Phone: (607) 721-8356

Unemployment Insurance:

Employees may be eligible for unemployment benefits through the New York State Unemployment Office upon termination of service with the Agency depending on State law and circumstances connected with termination. This benefit is paid entirely by the Agency.
1-888-209-8124

B. Employer Sponsored Benefits

Health Insurance:

Health insurance, including dental and vision coverage is available for regular full-time employees the first day of hire with the Agency. See Summary Plan Description for further information.

Life Insurance:

Participation is open to all full-time employees. Individual life insurance is provided for employees at two and one half (2 ½) times the employee's annual salary to a maximum of \$300,000. Employees may elect to purchase spouse/dependent children coverage at their own cost. See Summary Plan Description for further information.

Retirement Benefits: 401(k) Savings Plan:

The Plan is a defined contribution plan provided through NBT Bank. All regular full-time employees and part-time employees are eligible and vested from the first day of employment.

For each "Plan Year", the Agency will contribute to the Plan an amount equal to 6.00% of each participant's total annual earnings. Participants may also elect to make pre-tax contributions (subject to limitations established by the IRS) to the Plan. For each "Plan Year", the Agency will

contribute to the Plan an amount equal to 100% of each participant's pre-tax contribution up to 2.00%.

Short-Term Disability (STD) & Long-Term Disability Supplements (LTD):

Regular full-time employees are provided supplemental disability coverage in addition to the benefits defined in the Worker's Compensation Law. Subject to a 30-day elimination period and approval by the insurer, STD pays up to 60% of weekly earnings, less other income replacement such as the State mandated Workers' Compensation benefits for a maximum period of eight (8) weeks. If continuously disabled, LTD benefits will be payable up to 60% of gross monthly earnings, less any other replacement income received. **Insurance premiums are paid by the Agency.** See Summary Plan Description for further information.

The Agency will contribute its required share of health insurance benefits for a maximum period of twelve (12) weeks from the last day worked for regular full-time employees receiving Workers' Compensation Insurance and/or STD benefits.

Flexible Benefit Plan:

Participation is open to all regular full time employees. The Flexible Benefit Plan is designed to qualify as a cafeteria plan within the meaning of section one hundred twenty-five of the Internal Revenue Code of 1986, as amended, in order that benefits which the employee elects to receive under the Plan may be included or excluded from the employee's income under section one hundred twenty-five (a) and other applicable sections of the Internal Revenue Code of 1986, as amended. See Summary Plan Description for further information. For more information regarding benefits programs, please refer to the company Summary Plan Descriptions, which were provided to employees upon hire, or contact the Operations Manager.

C. Same-Sex Marriages, Civil Unions and Domestic Partners

Same-sex marriages/Civil Unions are persons who:

- Are at least 18 years of age and of the same biological gender
- Have participated in a legally recognized marriage or civil union ceremony in a state which legally allows and recognizes same-sex marriages/civil unions.

Domestic partners are persons who:

- **Are at least 18 years of age.**
- Are not legally married to any person and are not related in any way that would prohibit marriage in the company's state of operation.
- Share permanent residence.

Domestic partners must have two of the following:

- Joint lease, mortgage or deed.
- Joint ownership of a vehicle.
- Joint ownership of a checking account or credit account.
- Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- Shared household expenses.

Company registration of a domestic partnership will be required for coverage under company benefits.

- An employee who wishes to register a domestic partnership must contact the Operations Manager for information and the registration form. Upon receipt of a properly completed form, the department will consider the partnership registered as of the date on the form's signature line.
- Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying the Operations Manager in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

Section 8. OFFICE PROCEDURES

A. Absences

Whenever employees are absent for whatever reason, they must notify the Agency office by 9:00 a.m.; explaining the reason for the absence and giving the expected day of return. The Operations Manager maintains a permanent record of all absences, including personal time, personal leaves of absence, vacation and jury duty. It is the responsibility of the employee to make certain the Operations Manager is informed and has accurate information.

B. Mail

The person responsible for distribution of mail is expected to be knowledgeable concerning the most efficient and cost effective use of mail services.

Postage is the same as money which is a budget item for which employees are accountable. Judgment by employees should be used in determining method of mailing. Personal items are not to be run through the postage meter.

C. Filing

Since office files are for the general use of all employees, a complete and adequate system must be maintained. All filing should be in accordance with standard procedures in order to make records readily available, meaning alphabetical, numerical, or chronological ordering as appropriate for the material being filed.

D. Use of Telephones

In answering the telephone, each employee should bear in mind that he or she can make a friend for the Agency or lose one each time a call is made. It is necessary that every courtesy be shown to the person at the other end. Long distance calls add to the cost of doing business, and while necessary, should be held to a minimum.

E. Leaving the Office

When a staff member is carrying out assigned duties outside the office, he or she must make sure that another member of the staff knows of the absence, the destination, and the approximate time of return.

F. Noise

Every bit of noise, no matter what the source, adds to confusion and to that extent decreases good work and efficiency. Please therefore, avoid any unnecessary noises or loud talking. This is particularly important when there are visitors in the office or when someone is telephoning.

G. Signature

Every letter leaving the Agency office requiring the signature of an officer or committee chairman or any other person, must be cleared with the signatory before it leaves the office. If the signatory cannot be reached, only the Executive Director can decide whether or not the letter may go.

H. Staff Meetings

All staff will attend regular staff meetings.

I. Housekeeping

Offices should be kept neat and orderly at all times. Tops of desks, files and bookcases should be kept clear of unnecessary items. Desks should be cleared at the end of the day.

J. Purchasing of Supplies and Equipment

The purchasing of all supplies and equipment will be made by the Administrative Assistant or the Operations Manager. No purchase will be made for any purpose which is not authorized in the budget unless prior approval is obtained from the Executive Director. Judicious use of office supplies is expected.

K. Request for Advance Funds

A request for the amount required should be approved by the Executive Director at least one (1) week in advance of the trip. All expenses must be accounted for within three (3) working days after return from a trip.

L. Petty Cash

A small amount of petty cash is kept in the office for expenses such as paper towels, coffee, etc. All expenses out of this fund must be accounted for with a receipt. Receipts must be turned in immediately after purchase with signature and budget line item indicated.

M. Handling Finances

All funds received by the Agency, whether cash or check, will be directed immediately to the Operations Manager.

N. Paying Invoices

The Agency seeks to maintain its credit standing at the very highest level at all times. This can be accomplished by the prompt paying of its bills. Staff members should see that all bills are promptly delivered to the Operations Manager.

O. Meeting Minutes

It is required that adequate minutes be kept of all official meetings of the Agency's Committees and Board of Directors.

Minutes should record date, place of meeting and the names of those present and absent. Minutes should be brief, but full enough to make clear the subject matter discussed and what disposition was made of it. In each case, action items must be clearly shown. Minutes are distributed to all committee members in a timely fashion as well as being posted on the Agency's website.

P. Cooperation of Employees

The Agency is by its nature an example of teamwork. A high degree of teamwork is necessary at the staff level. Employees having a slack period are expected to offer their assistance to others when needed. In turn, any employee confronted with an emergency assignment can expect cooperation from other employees.

Q. Service

Pleasant and courteous treatment of callers, together with prompt and intelligent service are required of all persons employed by the Agency. Abrupt or discourteous actions in dealing with the public or in answering inquiries by telephone will be considered a serious violation of organization policy.

R. Names

Few things disturb people more than to have their names misspelled or their titles inaccurately given. Everyone should check with utmost care the exact spelling, initials, and titles for all correspondence and records. Nicknames are not to be used in official correspondence.

S. Publicity

A continuous, never-ending function of the Agency is to educate and inform the public as to the goals and accomplishments of the Agency. Community acceptance and support are vital to the success of the Agency program. Therefore, it is not only important for the Agency to do a good job, but to tell others when we do.

T. Job Descriptions

Each job classification has a job title, written description and corresponding wage and salary range. The description is intended to reflect and define the significant and essential assignments or to infer that you will not be required and expected to perform other duties not specifically mentioned. You are encouraged to examine and familiarize yourself with the job description for your jobs.

U. Further Information

If you have a question that is not answered by this handbook or if you would like further information, always feel free to speak with the Executive Director who can best answer your questions, provide you with further information or direct you to someone who can. Communication and mutual understanding are an important aspect of any business. The Agency encourages you to communicate your feelings, concerns, and ideas about its operations

Section 9. CHANGES OR MODIFICATIONS

It may become necessary to revise Agency policies, practices and procedures in order to meet the needs of the Agency, its employees. The Agency reserves the right to interpret, change, modify or rescind any portion of this handbook, including all policies, practices or benefit plans described herein without notice. Any additions or changes to the handbook will be made available for employees. It is each employee's responsibility to keep their handbook updated.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about The Agency and I understand that I should consult my manager or Operations Manager regarding any questions not answered in the handbook. I have entered into my employment relationship with The Agency voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or The Agency can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that, other than the Board of Directors, no manager, supervisor or representative of The Agency has any authority to enter into any agreement for employment other than at will; only the Board of Directors of the organization has the authority to make any such agreement and then only in writing signed by the Chairman of the Board or a designate of the Board (e.g. Executive Director).

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with The Agency. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by The Agency and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Board of Directors has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at The Agency is employment at will, which may be terminated at the will of either The Agency or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by The Agency or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Dispute Resolution Request

TO: Executive Director

The following is a statement of my grievance, which I hereby request to be reviewed:

Name: _____ Department: _____

Immediate Supervisor: _____ Today's Date: _____

The reason for my grievance is as follows (use separate sheet if necessary and be specific):

I discussed this grievance with (supervisor, person grievance is on, etc.). The response was as follows:

I believe this response was incorrect for the following reasons: _____

I believe the appropriate resolution of my grievance would be: _____

Employee Signature _____

For Personnel Use:

Received: _____

Resolution: _____

Personnel _____

Date: _____

Accident/Incident Report Form

Date of incident: _____ Time: _____ AM/PM

Name of injured person: _____

Address: _____

Phone Number(s): _____

Date of birth: _____ Male _____ Female _____

Who was injured person? (circle one) Passenger Employee

Type of injury: _____

Details of incident: _____

Injury requires physician/hospital visit? Yes ____ No ____

Name of physician/hospital: _____

Address: _____

Physician/hospital phone number: _____

Signature of injured party _____

Date

*No medical attention was desired and/or required.

Signature of injured party

Date

Return this form to Operations Manager within 24 hours of incident.

Harassment Complaint Form

Complainant Information

Name: _____ Job Title: _____

Email: _____

Preferred Communication Method: ☐Email ☐Phone ☐In Person

Supervisory Information

Immediate Supervisor's Name: _____

Job Title: _____

Complaint Information

Your complaint about harassment is made about:

Name: _____ Job Title: _____

Relationship to you: ☐Supervisor ☐Subordinate ☐Co-worker ☐Other

Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

Dates harassment occurred: _____

Is the harassment continuing: ☐Yes ☐No

Please list the names and contact information of any witnesses or individuals who may have information related to your complaint: _____

[The last question is optional but may help the investigation]

Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain and provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information. _____

Signature: _____

Date: _____

Appendix “A”

Employee Rights

Under the Family and Medical Leave Act

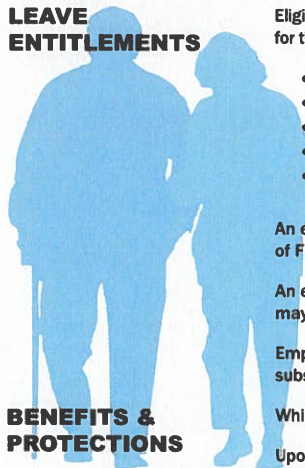
Appendix “B”

Information for Employees Paid Family Leave

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



Information for Employees



Paid Family Leave

New York State Paid Family Leave provides job-protected, paid time off so you can:



BOND

with a newly born, adopted, or fostered child



CARE

for a family member with a serious health condition



ASSIST

loved ones when a family member is deployed abroad on active military service

Who is covered under Paid Family Leave?

Most employees who work for private employers in New York State are covered under Paid Family Leave. If you are a public employee, your employer may opt in to provide the benefit. If you are a union-represented public employee, you could be covered under Paid Family Leave if your union and public employer have agreed to include it in their collective bargaining agreement.

How can Paid Family Leave help you and your family?

- **Bonding with a child:** You can take time to bond with your newly born, adopted, or fostered child within the first 12 months of birth or placement.
- **Caring for a family member:** You can take time to care for your spouse, domestic partner, child/stepchild, parent/stepparent, parent-in-law, grandparent, or grandchild with a serious health condition.
- **Assisting a service member:** You can take time to assist your spouse, domestic partner, child/stepchild, parent/stepparent or parent-in-law when they are deployed abroad on active military service.

Who is eligible for Paid Family Leave?

If you are covered under Paid Family Leave, you are eligible to take it for a qualifying event once you have met the minimum requirements:

- **Full-time employees:** If you work a regular schedule of 20 or more hours per week, you are eligible after 26 consecutive weeks of employment with your employer.
- **Part-time employees:** If you work a regular schedule of less than 20 hours per week, you are eligible after working for your employer for 175 days, which do not need to be consecutive.

Citizenship and/or immigration status is not a factor in your eligibility. Some part-time or seasonal employees may qualify for a waiver to opt out of coverage. Visit paidfamilyleave.ny.gov/protections to learn more.

What are your rights and protections under Paid Family Leave?

- You have **job protection**, so you are entitled to return to the same job (or a comparable one) when you return from Paid Family Leave.
- Your **health insurance** continues while on leave on the same terms as if you had continued working. If you contribute to the cost of your health insurance, you must continue to pay your portion of the cost while on leave.
- Your employer is **prohibited from discriminating or retaliating** against you for requesting or taking Paid Family Leave.

How is Paid Family Leave funded?

Paid Family Leave is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually, and is subject to change by the New York State Department of Financial Services. Visit PaidFamilyLeave.ny.gov/cost for the current contribution rate and annual maximum contribution.



What are the benefits?

Paid Family Leave provides time off and wage replacement benefits that phase in completely in 2021. Eligible employees can take time off and receive a percentage of their average weekly wage (AWW), capped at the same percentage of the New York State Average Weekly Wage (SAWW). The SAWW is updated annually. Your AWW is the average of your pay for the last eight weeks in which you worked and received wages prior to starting Paid Family Leave.

BENEFITS INCREASE THROUGH 2021		
Year	Weeks of Leave	Benefits
2020	10 weeks	60% of employee's AWW, up to 60% of SAWW
2021	12 weeks	67% of employee's AWW, up to 67% of SAWW

How do you apply?

Requesting Paid Family Leave is easy. Start by planning your leave:

- Leave can be taken either all at once or intermittently, but must be taken in full-day increments.
- You must notify your employer at least 30 days before the start of leave if foreseeable; otherwise, you must notify your employer as soon as possible.

Once you're ready to apply, follow these three steps:

- 1. COLLECT YOUR FORMS AND DOCUMENTATION:** You can get Paid Family Leave forms from your employer, your employer's insurance carrier or directly from PaidFamilyLeave.ny.gov/forms. Your form packet will include the *Request for Paid Family Leave (Form PFL-1)*, along with any additional forms needed for the type of leave you want to take. The form instructions will detail what, if any, supporting documentation you will need to submit as part of your Paid Family Leave request.
- 2. COMPLETE & ATTACH:** Complete the forms for the specific type of leave you are planning to take. Note that *Form PFL-1* has parts that need to be completed by you and by your employer. Fill out your section, make a copy and give the form to your employer to fill out *Part B*. Your employer is required to return *Form PFL-1* to you within three business days. If there is a delay, you do not have to wait to proceed. Send the *Form PFL-1* that you have filled out, along with the rest of your request package, directly to the insurance carrier.
- 3. SUBMIT WITHIN 30 DAYS:** You must submit your completed request package to your employer's insurance carrier within 30 days after the start of your leave to avoid losing benefits.
 - To find out who your employer's Paid Family Leave insurance carrier is, you can:
 - Look for the Paid Family Leave poster in your workplace.
 - Ask your employer.
 - Look it up using the employer coverage search application on wcb.ny.gov.
 - If you cannot find your employer's insurance carrier, call the Paid Family Leave Helpline for assistance at **(844) 337-6303**. The Helpline is available Monday through Friday, 8:30 a.m. to 4:30 p.m.

In most cases, the insurance carrier must pay or deny benefits within 18 days of receiving your completed request or your first day of leave, whichever is later. Your request cannot be considered incomplete solely because your employer did not fill out *Part B* of *Form PFL-1* within three business days.

It is YOUR responsibility to submit the forms to your employer's insurance carrier. It is NOT your employer's responsibility.

For more information, visit PaidFamilyLeave.ny.gov or call (844) 337-6303.



**Paid Family
Leave**

Broome County Industrial Development Agency **Telecommuting Policy and Procedure**

Objective

Telecommuting allows employees to work at home for all or part of their workweek based on both the needs of the employee and the BCIDA. The Broome County Industrial Development Agency considers telecommuting to be a viable, flexible work option when both the employee and the BCIDA deem it necessary. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, but is a benefit offered on a case by case basis to accommodate the needs of both the employee and employer. This in no way changes the terms and conditions of employment with Broome County Industrial Development Agency.

Procedures

Telecommuting can be informal, such as working from home for a short period of time, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of either the telecommuter or the organization. Every effort will be made to provide a two week notice of such a change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, unexpected circumstances including, but not limited to child care issues, children's illness, transportation issues, short term family assistance, timing and location of meetings, etc. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with The Broome County Industrial Development Agency for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. This can be waived under certain circumstances and must be approved by your immediate Supervisor.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Broome County Industrial Development Agency will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using The Broome County Industrial Development Agency's timesheets. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.