

# THE AGENCY

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

## GOVERNANCE COMMITTEE MEETING

SPETEMBER 20, 2023 – 11:45 A.M.

THE AGENCY CONFERENCE ROOM, 2<sup>ND</sup> FLOOR

FIVE SOUTH COLLEGE DRIVE, SUITE 201

BINGHAMTON, NY 13905

### AGENDA

1. CALL TO ORDER R. BUCCI
2. ACCEPT THE MINUTES FROM AUGUST 16, 2023 R. BUCCI
3. PUBLIC COMMENT R. BUCCI
4. REVIEW/DISCUSSION/RECOMMENDATION TO AUTHORIZE AN APPLICATION FROM REGAN DEVELOPMENT CORP., OR AN ENTITY TO BE LATER NAMED, (THE “COMPANY”) FOR A LEASE/LEASEBACK TRANSACTION TO FACILITATE THE FINANCING OF THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROPERTY LOCATED AT 333 GRAND AVENUE AND 154 ALLEN STREET IN THE VILLAGE OF JOHNSON CITY, TOWN OF UNION, BROOME COUNTY, NEW YORK, TO PROVIDE FOR A SALES AND USE TAX EXEMPTION BENEFIT IN AN AMOUNT NOT TO EXCEED \$955,000.00, A MORTGAGE TAX EXEMPTION BENEFIT IN AN AMOUNT NOT TO EXCEED \$209,000.00, A REAL PROPERTY TAX EXEMPTION BENEFIT IN AN AMOUNT NOT TO EXCEED \$1,698,715.00, AND AUTHORIZING THE AGENCY TO SET AND CONDUCT A PUBLIC HEARING WITH RESPECT THERETO. S. DUNCAN
5. REVIEW/DISCUSSION/RECOMMENDATION TO AUTHORIZE AN APPLICATION FROM 200 COURT STREET APARTMENTS HOUSING DEVELOPMENT FUND CORPORATION (THE “COMPANY”) FOR A LEASE/LEASEBACK TRANSACTION TO FACILITATE THE FINANCING OF THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF THE PROPERTY LOCATED AT 200 COURT STREET, 38 FAYETTE STREET, 34 STUYVESANT STREET, AND 25 RUTHERFORD STREET IN THE CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK, TO PROVIDE FOR A REAL PROPERTY TAX EXEMPTION BENEFIT AND AUTHORIZING THE AGENCY TO SET AND CONDUCT A PUBLIC HEARING WITH RESPECT THERETO. S. DUNCAN
6. ADJOURNMENT R. BUCCI

**Broome County Industrial Development Agency  
Governance Committee Meeting  
August 16, 2023 – 11:45 AM  
The Agency Conference Room, 2<sup>nd</sup> Floor  
FIVE South College Drive, Suite 201  
Binghamton, NY 13901**

**Committee Members Present:** R. Bucci, P. Newman, M. Sopchak, and J. Peduto

**Absent:** None

**Board Members Present:** Dan Crocker

**Guests:** Michael Tanzini, Broome County Legislature  
Patrick VanPutte, Crowley Factory Lofts, LLC  
Jon Korchynsky, Crowley Factory Lofts, LLC

**Staff:** S. Duncan, B. O. Bryan, S. Guokas, and P. Doyle

**Presiding:** R. Bucci.

**AGENDA ITEM 1:** Mr. Bucci called the meeting to order at 11:45 AM

**AGENDA ITEM 2:** Accept the Governance Committee Minutes from July 19, 2023. Mr. Bucci stated that the minutes were forwarded to all members; they had an opportunity to review them. Mr. Bucci accepted the minutes for the record.

**Motion:** Mr. Peduto moved the Motion for approval, seconded by Mr. Sopchak; the MOTION CARRIED.

**AGENDA ITEM 3:** Public Comment: No Public Comments were made. Mr. Bucci closed the portion of the meeting.

**AGENDA ITEM 4: REVIEW/DISCUSSION/RECOMMENDATION TO AUTHORIZE A LEASE/LEASEBACK TRANSACTION TO FACILITATE THE RENOVATION AND EQUIPPING OF THE PROPERTY AND A 79,034+/- SQUARE FOOT BUILDING LOCATED ON 1.27+/- ACRES OF LAND SITUATE AT 135 CONKLIN AVENUE IN THE CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK AND A 0.09+/- ACRE OF LAND SITUATE AT 149 CONKLIN AVENUE IN THE CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK TO BE USED, COLLECTIVELY, AS A MIXED USE DEVELOPMENT BUILDING CONSISTING OF 10,000+/- SQUARE FEET OF COMMERCIAL STOREFRONT, 14,000+/- SQUARE FEET FOR 59 PARKING SPACES AND STORAGE, AND 44,433+/- SQUARE FEET ENCOMPASSING 48 RESIDENTIAL UPPER FLOOR APARTMENTS, AND APPOINTING CROWLEY FACTORY LOFTS, LLC (THE "COMPANY"), AS AGENT OF THE AGENCY FOR THE PURPOSE OF RENOVATING AND EQUIPPING THE PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS WITH RESPECT THERETO, INCLUDING A PAYMENT IN LIEU OF TAX AGREEMENT, A SALES AND USE TAX EXEMPTION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$301,114.00, A MORTGAGE TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$67,424.00, AND A PROPERTY TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$2,046,281.00.** Ms. Duncan stated that this project is a 7,300-square-foot building that will be converted into waterfront lofts viewing the Susquehanna River. The building was built in the 1900s and has been idle since 2017. Mr. Bucci asked if there was a targeted start date. Mr. Korchynsky responded and stated that the project should be underway roughly 60 days from now. He also explained how the developers were awarded the Restore New York Grant for 2 million dollars. Mr. Peduto asked how the \$2 million grant money is added to the cost-benefit analysis. Ms. Duncan explained how it is applied to the total project cost. Mr. Bucci then asked for a motion.

**MOTION:** TO AUTHORIZE A LEASE/LEASEBACK TRANSACTION TO FACILITATE THE RENOVATION AND EQUIPPING OF THE PROPERTY AND A 79,034+/- SQUARE FOOT BUILDING LOCATED ON 1.27+/- ACRES OF LAND SITUATE AT 135 CONKLIN AVENUE IN THE CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK AND A 0.09+/- ACRE OF LAND SITUATE AT 149 CONKLIN AVENUE IN THE CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK TO BE USED, COLLECTIVELY, AS A MIXED USE DEVELOPMENT BUILDING CONSISTING OF 10,000+/- SQUARE FEET OF COMMERCIAL STOREFRONT, 14,000+/- SQUARE FEET FOR 59 PARKING SPACES AND STORAGE, AND 44,433+/- SQUARE FEET ENCOMPASSING 48 RESIDENTIAL UPPER FLOOR



APARTMENTS, AND APPOINTING CROWLEY FACTORY LOFTS, LLC (THE "COMPANY"), AS AGENT OF THE AGENCY FOR THE PURPOSE OF RENOVATING AND EQUIPPING THE PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS WITH RESPECT THERETO, INCLUDING A PAYMENT IN LIEU OF TAX AGREEMENT, A SALES AND USE TAX EXEMPTION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$301,114.00, A MORTGAGE TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$67,424.00, AND A PROPERTY TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$2,046,281.00. Mr. Sopchak moved the Motion to Recommend to the entire Board for Approval, seconded by Mr. Newman, the MOTION CARRIED.

**ADJOURNMENT:** Mr. Bucci asked for a Motion to Adjourn.

**MOTION:** On a MOTION by Mr. Newman, seconded by Mr. Sopchak, the MOTION CARRIED, and the meeting was adjourned at 11:54 a.m.

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

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**PROJECT REVIEW FORM**

<b>Company:</b> Homestead on Grand (Regan Development Corp)		<b>IDA Meeting Date:</b> 09/20/23	
<b>Representative:</b> Larry Regan		<b>IDA Public Hearing Date:</b> TBD	
<b>Type of Project:</b> Affordable Housing Project <b>Project Start Date:</b> 2024 <b>Project End Date:</b> TBD		<b>Company Address:</b> 1055 Saw Mill River Rd #204 Ardsley, NY 10502	
<b>Employment:</b> <small>Full-Time Equivalent</small> Existing <u>0</u> 1st year <u>7</u> 2nd year <u>0</u> 3rd year <u>0</u> <b>Total: 12</b>	<b>Total Yearly Payroll</b> 1st Year \$ 320,000.00 2nd Year \$ 329,000.00 3rd Year \$ 341,000.00 <b>Total: \$ 990,000.00</b>	<b>Own / Lease:</b>  Own	<b>SF / Acreage:</b>  4 acres
<b>Construction Jobs:</b>  79		<b>Proposed Project Location:</b> 333 Grand Ave & 154 Allen St., JC, NY 13760	
<b>Company Contact For Bid Documents &amp; Employment Opportunities:</b> Larry Regan    larry@regandevlopment.com (914) 693-6613		<b>Description:</b> *See attached	
<b>PROJECT BUDGET</b>		<b>ASSESSMENT</b>	
Land Related Costs	\$ 1,100,000.00	Current Assessment	\$ 9,800.00
Building Related Costs	\$ 19,895,000.00	Asmt. At Completion (Est.)	\$2,500,000
M & E Costs		<b>EXEMPTION (Est.)</b>	
F F & E Costs	\$ 35,000.00	Sales Tax @ 8%	\$ 955,000.00
Professional Services/Development Cost	\$ 4,810,500.00	Mortgage Tax	\$ 209,000.00
Total Other Costs	\$ 4,910,000.00	Property Tax Exemption	\$1,698,715
Working Capital Costs	\$ 165,127.00		
Closing Costs			
Agency Fee	\$ 309,156.00	<b>TOTAL EXEMPTIONS:</b>	\$ 2,862,715.00
<b>TOTAL:</b>	\$ 31,224,783.00	<b>TOTAL PILOT PAYMENTS:</b>	\$ 2,645,882.90
<b>Project Type</b> <b>(Check all that apply)</b>  <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		<b>Project Criteria Met</b> <b>(Check all that apply)</b>  <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	
<small>*Uniform Tax Policy does not typically provide tax exemptions for Retail Projects</small>		<small>*New York State Required Criteria</small>	
<b>Pilot Type</b> <input checked="" type="checkbox"/> Standard    30    year <input type="checkbox"/> <input type="checkbox"/> Deviated    _____    year			
<b>Staff Comments:</b> This project will help the areas vital need for affordable and supportive housing. It will also revitalize vacant land in Johnson City.			



## Project Description

### Homesteads on Grand Apartments

### 333 Grand Avenue

Regan Development Corporation is proposing Homesteads on Grand, an affordable residential multifamily building with 72 units with commercial space, to be developed on two (2) connected vacant real properties (approximately 4.1 acres) purchased from the Village of Johnson City. The properties, 333 Grand Avenue and 154 Allen Street, are in the Village of Johnson City, Town of Union, Broome County, State of New York, Tax parcels 143.72-1-29 and 143.71-2-13. Regan Development was selected for the redevelopment of the site through a Village of Johnson City administered Request for Proposals and has executed a purchase and sale agreement with the Village of Johnson City for these two parcels.

Regan Development Corporation will establish Homesteads on Grand LLC, a New York limited liability company that will develop, own, and manage the Project. Development team member SEPP, Inc. will have a 50% interest in Homesteads on Grand LLC, the Managing Member for the project. The project involves the new construction of a single four-story elevator building with 72 dwelling units, including 27 one-bedroom apartments, 40 two-bedroom apartments, and 4 three-bedroom apartments. Gross monthly basic rents will range from \$763 to \$1,350. The project includes 6,200 square feet of non-residential space targeted for a daycare center. The building design offers superior quality and condition with high-quality finishes and amenities, all in compliance with the HCR Design Guidelines. The building will include two elevators, laundry facilities, a community room with a kitchen, a management office, and storage. Outdoor spaces will include a playground and surface parking. The property and building will be smoke-free. Regan Development has incorporated the cost of Wi-Fi into the project operating budget so that each dwelling unit will have full access.



# Broome County Industrial Development Agency

## MRB Cost Benefit Calculator



Date September 7, 2023  
 Project Title Homesteads on Grand (Regan Development)  
 Project Location 333 Grand Ave, Johnson City, NY 13790

## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

### Project Total Investment

\$31,224,783

### Temporary (Construction)

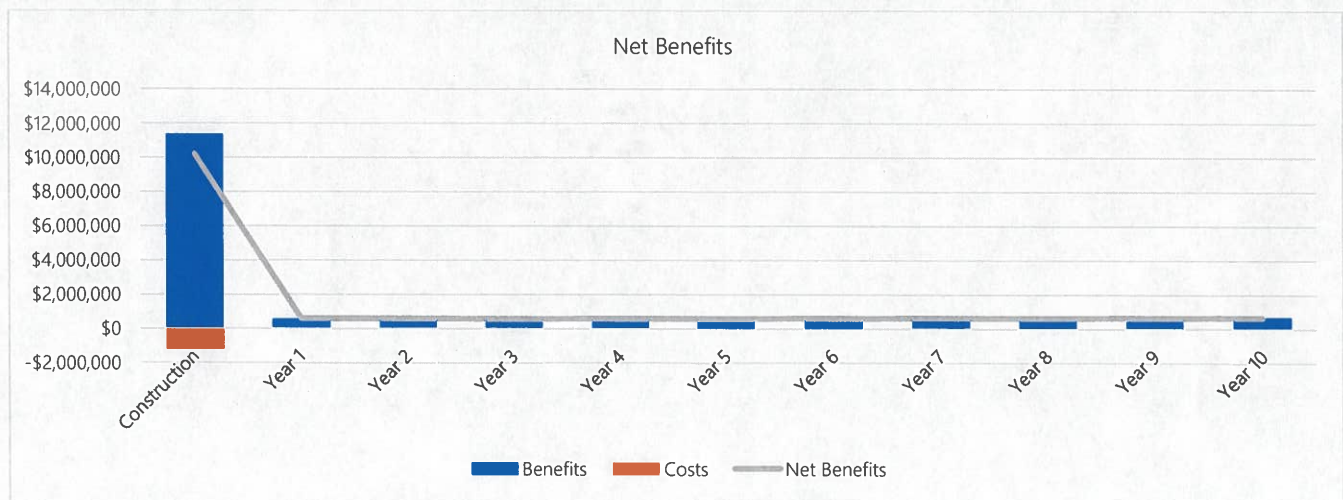
	Direct	Indirect	Total
Jobs	139	48	186
Earnings	\$8,300,259	\$2,453,780	\$10,754,039
Local Spend	\$19,827,737	\$7,782,740	\$27,610,477

### Ongoing (Operations)

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	7	3	10
Earnings	\$13,283,463	\$9,521,824	\$22,805,287

Figure 1



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

Figure 2

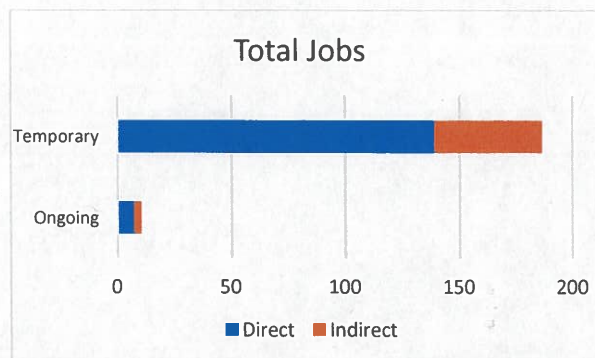
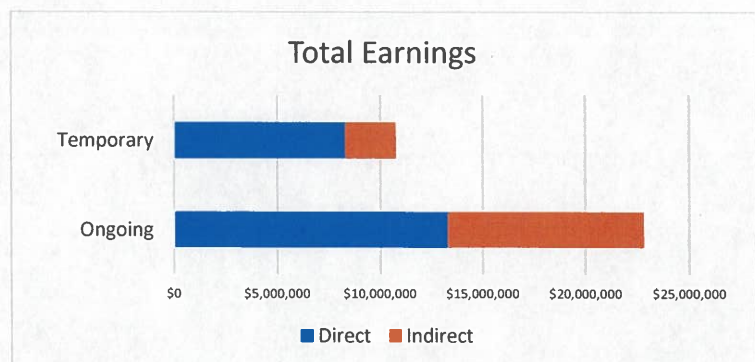


Figure 3



## Fiscal Impacts

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$1,698,715	\$1,209,694
Sales Tax Exemption	\$955,000	\$955,000
Local Sales Tax Exemption	\$477,500	\$477,500
State Sales Tax Exemption	\$477,500	\$477,500
Mortgage Recording Tax Exemption	\$209,000	\$209,000
Local Mortgage Recording Tax Exemption	\$209,000	\$209,000
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$2,862,715</b>	<b>\$2,373,694</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$36,440,124</b>	<b>\$29,363,982</b>
To Private Individuals	\$33,559,326	\$27,282,263
Temporary Payroll	\$10,754,039	\$10,754,039
Ongoing Payroll	\$22,805,287	\$16,528,225
Other Payments to Private Individuals	\$0	\$0
To the Public	\$2,880,798	\$2,081,719
Increase in Property Tax Revenue	\$2,645,883	\$1,890,743
Temporary Jobs - Sales Tax Revenue	\$75,278	\$75,278
Ongoing Jobs - Sales Tax Revenue	\$159,637	\$115,698
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$1,745,085</b>	<b>\$1,418,678</b>
To the Public	\$1,745,085	\$1,418,678
Temporary Income Tax Revenue	\$483,932	\$483,932
Ongoing Income Tax Revenue	\$1,026,238	\$743,770
Temporary Jobs - Sales Tax Revenue	\$75,278	\$75,278
Ongoing Jobs - Sales Tax Revenue	\$159,637	\$115,698
<b>Total Benefits to State &amp; Region</b>	<b>\$38,185,209</b>	<b>\$30,782,660</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$29,363,982	\$1,896,194	15:1
State	\$1,418,678	\$477,500	3:1
<b>Grand Total</b>	<b>\$30,782,660</b>	<b>\$2,373,694</b>	<b>13:1</b>

\*Discounted at 2%

### Additional Comments from IDA

0

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



**AFFORDABLE HOUSING PILOT DETERMINATION  
PILOT AT 10% SHELTER RENT**

	Residential	Comm'l	Total
Residential Units	71	1	NA
Average Rent/Unit Monthly	\$ 926.13	\$ 2,277.00	NA
Utilities Per Unit Annually	\$1,485	\$1,107	NA
Gross Revenue (at COO)	\$ 789,062.76	\$ 27,324.00	\$ 816,386.40
Utilities	\$ 105,405.42	\$1,107	\$109,104
Shelter Rent	\$ 683,657.34	\$ 26,217.02	\$ 707,282.45
	10%	10%	10%
10% Shelter Rent	\$ 68,365.73	\$ 2,621.70	\$ 70,728.24
Units	71	1	NA
Annual PILOT Per Unit	\$ 962.90	\$ 2,621.70	NA

Based on 60% AMI

Monthly Rent x Units x 12 = Gross Revenue

Utilities Per Unit Annually x Units = Utilities

Gross Revenue - Utilities = Shelter Rent

Starting PILOT Amount (first 2 years frozen at existing tax amount)

\*2% escalator will be added per year

FMV Upon Completion \$2,500,000

EQ 3.61

Equalized Assessment \$90,250

Current Assessment \$ 9,800.00

JC Schools - 691.053070 \$ 6,772.00

Village of JC - 401.0489 \$ 3,930.00

County - 173.281973 \$ 1,698.00

Town of Union - 26.338726 \$ 258.00

**TOTAL \$ 12,658.00 Year 1 and 2**

JC Schools - 691.053070 \$ 62,367.00

Village of JC - 401.0489 \$ 36,194.00

County - 173.281973 \$ 15,638.00

Town of Union - 26.338726 \$ 2,377.00

**\$116,576.00**



### 30 Year PILOT - Homesteads on Grand (Regan Development)

<u>Year</u>	<u>PILOT Payment</u>	<u>W/O PILOT</u>
1	\$ 12,658.00 *frozen	\$ 12,658.00
2	\$ 12,658.00 *frozen	\$ 12,658.00
3	\$ 70,728.24	\$ 116,576.00
4	\$ 72,142.80	\$ 118,907.52
5	\$ 73,585.66	\$ 121,285.67
6	\$ 75,057.37	\$ 123,711.38
7	\$ 76,558.52	\$ 126,185.61
8	\$ 78,089.69	\$ 128,709.32
9	\$ 79,651.49	\$ 131,283.51
10	\$ 81,244.52	\$ 133,909.18
11	\$ 82,869.41	\$ 136,587.36
12	\$ 84,526.79	\$ 139,319.11
13	\$ 86,217.33	\$ 142,105.49
14	\$ 87,941.68	\$ 144,947.60
15	\$ 89,700.51	\$ 147,846.56
16	\$ 91,494.52	\$ 150,803.49
17	\$ 93,324.41	\$ 153,819.56
18	\$ 95,190.90	\$ 156,895.95
19	\$ 97,094.72	\$ 160,033.87
20	\$ 99,036.61	\$ 163,234.54
21	\$ 101,017.34	\$ 166,499.23
22	\$ 103,037.69	\$ 169,829.22
23	\$ 105,098.44	\$ 173,225.80
24	\$ 107,200.41	\$ 176,690.32
25	\$ 109,344.42	\$ 180,224.13
26	\$ 111,531.31	\$ 183,828.61
27	\$ 113,761.94	\$ 187,505.18
28	\$ 116,037.17	\$ 191,255.28
29	\$ 118,357.92	\$ 195,080.39
30	\$ 120,725.08	\$ 198,982.00

**TOTAL** \$ 2,645,882.90

\$ 4,344,597.89

#### Benefit

\$ 1,698,715.00

## APPLICATION FOR FINANCIAL ASSISTANCE

### APPLICANT

NAME: Regan Development Corporation or an LLC to be formed later on (Homesteads on Grand)

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

CITY: Ardsley

STATE: NY

ZIP: 10502

PHONE: (914) 693-6613

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

Larry Regan

PHONE: (914) 693-6613

TITLE: President

EMAIL: larry@regandevelopment.com

### APPLICANT'S COUNSEL

NAME: Chris Babcock

FIRM: Cannon Heyman and Weiss LLP

EMAIL: CBabcock@chwattys.com

ADDRESS: 54 State Street, 5th Floor

CITY: Albany

STATE: NY

ZIP: 12207

PHONE: (518) 807-0224

### APPLICANT'S ACCOUNTANT

NAME: Tim Flaherty

FIRM: Flaherty Salmin CPA's

EMAIL: tflaherty@fs-cpa.com

ADDRESS: 2300 Buffalo Rd, Building 200

CITY: Rochester

STATE: NY

ZIP: 14624

PHONE: (585) 279-0120

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



## PROJECT SUMMARY

A: TYPE OF PROJECT: 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 checked="" type="checkbox"/> Multi-Tenant	<input type="checkbox"/> Back Office	<input checked="" 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: 0 NEW JOBS WITHIN THREE YEARS: 7

C: PROJECT COST: \$ 31,224,783 D: TYPE OF FINANCING: ☐ TAX-EXEMPT ☐ TAXABLE ☒ STRAIGHT LEASE

E: AMOUNT OF BONDS REQUESTED: \$ 0

F: AMOUNT OF NEW MORTGAGE(S) REQUIRED FOR PROJECT: \$ 20,900,000

G: PROJECT-RELATED COSTS SUBJECT TO SALES TAX: \$ 11,937,500

H: ESTIMATED VALUE OF TAX EXEMPTIONS:

NYS SALES AND COMPENSATING USE TAX \$ 955,000

MORTGAGE RECORDING TAXES \$ 209,000

REAL PROPERTY TAX EXEMPTIONS \$ 1,698,715

REQUESTED TERM OF PILOT: 30 years

OTHER (PLEASE SPECIFY)

\$

I: CURRENT PROPERTY TAX ASSESSMENT \$ Municipally owned

CURRENT PROPERTY TAXES \$ 0

## APPLICANT INFORMATION

EMPLOYER'S FEDERAL ID NO. 13-3589942

NAICS CODE

1. INDICATE TYPE OF BUSINESS ORGANIZATION OF APPLICANT:

A. ☒ CORPORATION INCORPORATED IN WHAT COUNTRY USA WHAT STATE New York

DATE INCORPORATED 11/15/1989

TYPE OF CORPORATION S-Corp

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

B. ☐ PARTNERSHIP TYPE OF PARTNERSHIP # OF GENERAL PARTNERS # OF LIMITED PARTNERS

C. ☐ SOLE PROPRIETORSHIP

D. ☐ LIMITED LIABILITY APPLICANT DATE CREATED

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

No



## MANAGEMENT OF APPLICANT

List all owners, directors and partners

NAME AND HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
Larry Regan	President	
Kenneth Regan	Vice President	

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

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

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

IS THE APPLICANT PUBLICLY HELD? ☐ YES ☐ NO

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

NAME	ADDRESS	PERCENTAGE OF HOLDING



**APPLICANT'S PRINCIPAL BANK(S) OF ACCOUNT** JP Morgan Chase 680-906-2676

First Republic Bank 979-000-45307

## PROJECT DATA

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

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

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

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

Water, sewer, and electric are all onsite.

5. Who presently is legal owner of building or site? The Village of Johnson City

6. Is there a purchase option in force or other legal or common control in the project?  
If so, furnish details in a separate attachment.

☒ YES ☐ NO

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

☐ YES ☒ NO

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 Yes

TENANT

9. Zoning district in which Project is located Urban Multi-Family

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

☒ YES ☐ NO

Yes we have 4 area variances approved: building height variance, parking and setback variance, reduction of landscape islands variance, and side setback variance.

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.

NYS Homes and Community Renewal, County of Broome, Village of Johnson City

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

NYS HCR to issue housing loans to develop affordable housing. Broome County will provide ARPA Funds for affordable housing.

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:

Pre-development costs and planning and zoning approvals have costed a total of \$382,000.

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

Project will be LEED Gold, Enterprise Green Community certified, and Energy Star certified. Project has been accepted into the NYS DEC Brownfield Cleanup Program

## PROJECT BENEFITS/COSTS

1. NAME OF PROJECT BENEFICIARY ("APPLICANT"): Homesteads on Grand

2. ESTIMATED AMOUNT OF PROJECT BENEFITS SOUGHT:

A. Amount of Bonds Sought	\$ 0
B. Value of Sales Tax Exemption Sought	\$ 955,000
C. Value of Real Property Tax Exemption Sought	\$ 1,698,715
D. Value of Mortgage Recording Tax Exemption Sought	\$ 209,000
E. Interest Savings IRB Issue	\$ 0

3. SOURCES AND USES OF FUNDS:

Financing Sources	
Equity	\$18,251,902
Local Banks	\$195,000
NYS HCR	\$10,065,196
Broome County	\$800,000
NYS DRI	\$1,000,000
Developer Loan	\$912,685
TOTAL	\$31,224,783

Application of Funds	
Land	\$ 1,100,000
Building Acquisition/Construction	\$ 19,895,000
Expansion/Renovation	\$ 0
Machinery & Equipment	\$ 0
Working Capital	\$ 165,127
Other	\$ 10,064,656
TOTAL	\$ 31,224,783

**Project Description:** Homesteads on Grand is going to be an affordable, residential, multifamily, rental building with 72 dwelling units and 6,200 square feet of commercial space designated for a children's daycare. The building will include the new construction of a single four-story elevator building with 27 one-bedroom apartments, 40 two-bedroom apartments, and 4 three-bedroom apartments. One two-bedroom apartment will be designated to be occupied by a live-in superintendent. The apartments will be affordable to individuals and families with a range of incomes up to 80% of the Area Median Income for Broome County.



#### 4. PROJECTED PROJECT INVESTMENT:

A. Building and Land Related Costs		\$ 1,100,000
1. Land acquisition		\$ 0
2. Acquisition of existing structures		\$ 0
3. Renovation of existing structures		\$ 19,895,000
4. New construction		\$ 0
C. Machinery and Equipment Costs		\$ 0
D. Furniture and Fixture Costs		\$ 35,000
E. Working Capital Costs		\$ 165,127
F. Professional Services/Development Costs		\$ 570,000
1. Architecture and Engineering		\$ 455,000
2. Accounting/legal		\$ 3,600,000
3. Development Fee		\$ 185,500
4. Other service-related costs (describe)		
G. Other Costs		\$ 4,910,000
H. Summary of Expenditures		\$ 1,100,000
1. Total Land-Related Costs		\$ 19,895,000
2. Total Building-Related Costs		\$ 0
3. Total Machinery and Equipment Costs		\$ 35,000
4. Total Furniture and Fixture Costs		\$ 165,127
5. Total Working Capital Costs		\$ 4,810,500
6. Total Professional Services/Development Costs		\$ 4,910,000
7. Total Other Costs		
TOTAL PROJECT COST		\$ 30,915,627
AGENCY FEE 1% (1% OF PROJECT COST)		\$ 309,156
TOTAL PROJECT EXPENDITURES		\$ 31,224,783

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

If yes, please provide details:

☒ YES ☐ NO

Soft costs expended on architecture/engineering and Brownfield's investigations along with costs relating to planning and zoning approvals

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

NYS DEC Brownfield clean up of the property.

## PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

Please provide estimates of total construction jobs at the Project:

YEAR	CONSTRUCTION JOBS	CONSTRUCTION JOBS
	(Annual wages and benefits \$40,000 and under)	(Annual wages and benefits over \$40,000)
CURRENT	0	0
YEAR 1	9	28
YEAR 2	10	30
YEAR 3	1	1

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

YEAR	TOTAL ANNUAL WAGES AND BENEFITS
CURRENT	\$ 0
YEAR 1	\$ 3,300,000
YEAR 2	\$ 3,600,000
YEAR 3	\$ 130,000

*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	0	5	2	0
Number of Part-Time Employees earning	0	0	0	0
Total Payroll For Full-Time Employees	\$ 0	200,000	120,000	0
Total Payroll For Part-Time Employees	\$ 0	0	0	0
Total Payroll For All Employees	\$ 0	0	0	0

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	0	5	2	0
Number of Part-Time Employees earning	0	0	0	0
Total Payroll For Full-Time Employees	\$ 0	204,000	125,000	0
Total Payroll For Part-Time Employees	\$ 0	0	0	0
Total Payroll For All Employees	\$ 0	0	0	0

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	0	5	2	0
Number of Part-Time Employees earning	0	0	0	0
Total Payroll For Full-Time Employees	\$ 0	209,000	132,000	0
Total Payroll For Part-Time Employees	\$ 0	0	0	0
Total Payroll For All Employees	\$ 0	0	0	0



## 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](http://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:

No conflicts

**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.

Applicant

By:

Larry BEON

Title:

President

## 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

5th day of Sept 2023.

(Notary Public)

FERN SPINAZZOLA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SP4644943  
Qualified in Westchester County  
Commission Expires January 15, 2026

☒ By checking this box, you acknowledge receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. You further acknowledge and understand that you have certain obligations as related thereto pursuant to Section 224-a(8)(a) of the New York Labor Law.

**LOCAL LABOR UTILIZATION REPORT**

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

APPLICANT: Regan Development Corporation or an LLC to be created at a later date

PROJECT ADDRESS: 333 Grand Avenue

CITY: Johnson City

STATE: NY ZIP: 13790

EMAIL: larry@regandevelopment.com

PHONE: 914-693-6613

GENERAL CONTRACTOR/CONSTRUCTION MANAGER: UW Marx

CONTACT: Peter Biagiotti

ADDRESS: 20 Gurley Ave

CITY: Troy

STATE: NY ZIP: 12182

EMAIL: pbiagiotti@uwmarx.com

PHONE: 518-272-2541

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					

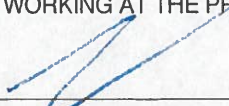
CHECK IF CONSTRUCTION IS COMPLETE

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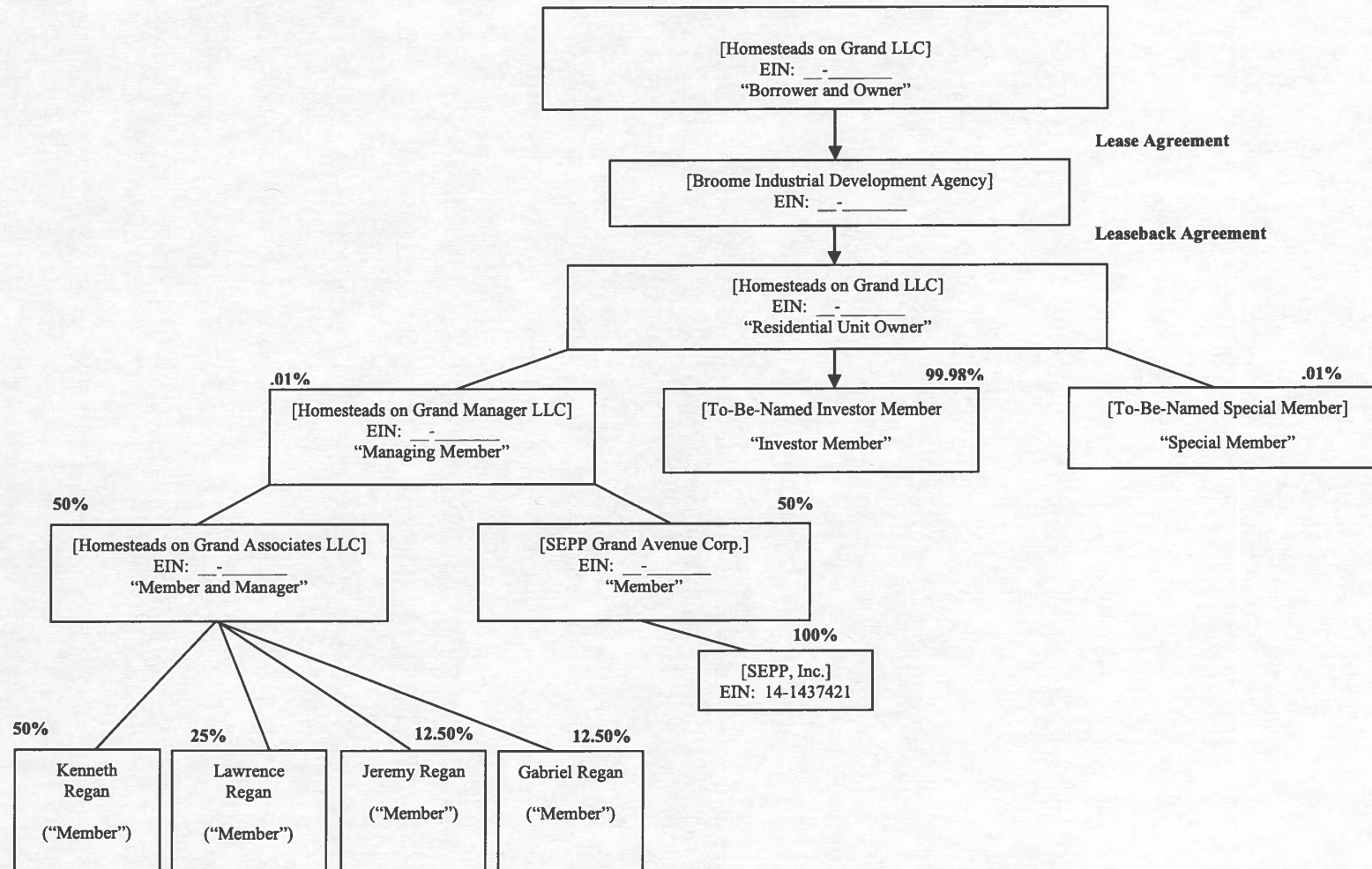
CHECK IF THIS IS YOUR FINAL REPORT

☐

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

  
\_\_\_\_\_  
Company Representative\_\_\_\_\_  
Date

## 333 GRAND AVENUE – ORGANIZATIONAL CHART





# Homesteads on Grand Apartments

## 333 Grand Avenue

### Johnson City

Regan Development Corporation is proposing **Homesteads on Grand**, an affordable residential multifamily building with 72 dwelling units and some commercial space, to be developed on two (2) connected vacant real properties (approximately 4.1 acres) owned by the Village of Johnson City. The properties, 333 Grand Avenue and 154 Allen Street are in the Village of Johnson City, Town of Union, Broome County, State of New York, Tax parcels 143.72-1-29 and 143.71-2-13. Regan Development was selected for the redevelopment of the site through a Village of Johnson City administered Request for Proposals and has executed a purchase and sale agreement with the Village of Johnson City for these two parcels.

**Regan Development Corporation** will establish Homesteads on Grand LLC, a New York limited liability company that will develop, own and manage the Project. Development team member, SEPP, Inc. will have a 50% interest in Homesteads on Grand Manager LLC, the Managing Member for the Project.

- The project involves the new construction of a single four-story elevator building with 72 dwelling units, including 27 one-bedroom apartments, 40 two-bedroom apartments, and 4 three-bedroom apartments. A two-bedroom apartment is designated to be occupied by a live-in building superintendent.
- The apartments will be affordable to individuals and families with a range of incomes up to 80 percent of the Area Median Income ("AMI") for Broome County.
- Gross monthly basic rents will range from \$763 to \$1,350. This includes a utility allowance of \$60 per month for one-bedroom units, \$66 per month for two-bedroom units and \$74 per month for three-bedroom units.
- All 72 dwelling units will be visitable and adaptable. Eleven-units (11) will be built as fully accessible and adapted for residents with mobility, hearing and/or vision impairments. This includes 10% of the units (8- units) that will be fully accessible and adapted, move-in ready for persons with mobility impairments, and 4% of the units (3-units) that will be fully accessible and adapted, move-in ready for persons with a hearing or vision impairment.
- The project includes 6,200 square feet of non-residential space targeted for a daycare center.

## II. Project Design and Scope of Work

The proposed building is a four-story structure with a building height of approximately 60 feet. The building design offers superior quality and condition with high quality finishes and amenities, all in compliance with the HCR Design Guidelines. The building will include two elevators, laundry facilities, a community room with kitchen, management office and storage. Outdoor spaces will include a playground and surface parking. The property and building will be smoke-free. Regan Development has incorporated the cost of Wi-Fi into the project operating budget, so each dwelling unit will have full access.

The project will participate in the Clean Energy Initiative Program (CEI). The Project has been designed with advanced all-electric whole-building, decarbonization strategies and will be constructed to earn the 2020 Enterprise Green Communities Plus (2020 EGC-PLUS) certification. The CEI Scope of advanced energy efficient features include: 1) Enhanced thermal enclosure with increased levels of insulation, air-tight assemblies and high performance fenestration; 2) High efficiency, all-electric mechanical systems utilizing unitary ducted Air-Source Heat Pump (ASHP) systems for space conditioning and centralized ASHP Water Heaters for the production of Domestic Hot Water; 3) Energy Recovery Ventilation systems to increase the efficiency of the building while also increasing the Indoor Air Quality (IAQ) of the living spaces; 4) High efficiency appliances, pumps, motors and



100% LED lighting throughout the building and grounds; and 5) On-Site Solar PV generation to reduce the carbon-emissions and overall operational costs of the building.

### **III. Site Information**

The project site consists of two tax parcels (143.72-1-29 and 143.71-2-13) owned by the Village of Johnson City, Town of Union, Broome County and located at 333 Grand Avenue and 154 Allen Street in the Village of Johnson City. The two parcels are vacant land with asphalt covering the entirety of the 333 Grand Avenue parcel and grass covering the 154 Allen Street parcel.

**Site Control:** Regan Development Corporation has entered into a Purchase and Sale Agreement with the Village of Johnson City in consideration of the sum of **One Million and One Hundred Thousand Dollars (\$1,100,000.00)** to acquire the 4+ acre property similar in size and dimension as designated in the proposed Site Plan. The delivery of the deed and conveying title is set forth in the Purchase and Sale Agreement.

**Rezoning:** The site was zoned industrial, and a zone change for the project occurred on March 1, 2022. Local Law No 4 of 2022 changed the zoning from Industrial to Neighborhood Commercial District to match the predominant resident use surrounding the area.

**Local Planning Board Review:** Area variance approvals for building height, parking and setback, reduction of landscape islands, and side setbacks were received on August 4, 2022 from the Village of Johnson City Director of Planning, Stephanie Yezzi. Site plan approval was received on August 23, 2022 by the Village of Johnson City Planning Board which is valid for 18 months. Building approval is pending.

**Environmental Site Assessments (ESA):** Three ESA reports (Phase I, Phase II and a Supplemental Phase II) were prepared by PVE Engineering in conformance with ASTM standards. The Phase II reports were completed to evaluate subsurface conditions and conclusions reached through the completed Phase I ESA. The Phase II ESA reports detected Semi-Volatile Organic Compounds (SVOCs) and metals in soil samples at concentrations indicative of impacts to soils from past site operations (use as a foundry). Historic fill is also present at the property. Development at the sites will require special handling, testing and potentially off-site disposal of contaminated soils. Volatile Organic Compounds (VOCs) were also detected in soil vapor samples and a vapor mitigations system shall be designed and incorporated into the project plans. The narrative portions of the three ESA reports are provided in Attachment E-3. The appendices are excluded due to size/space limits but are available upon request.

Regan Development submitted a Brownfield Cleanup Application to the NYS Department of Environmental Conservation (NYSDEC) which was deemed complete by NYSDEC, who then issued a Public Notice process to seek public comment which has been completed. NYSDEC deemed the 333 Grand Avenue site eligible for the Brownfield Cleanup Program tangible property credits under ECL Section 27-1407(1-a). The site was accepted into the Brownfield Cleanup Program on December 20<sup>th</sup> of 2022.

### **IV. Project Location and Market Information**

Homesteads on Grand will offer a mix of one, two, and three-bedroom apartments, at multiple rents and income tiers/bands allowing the development to properly target a mix of households and types that are representative of the target market, workforce, and supportive housing for homeless families/persons with special needs. A Comprehensive Market Study completed by Newmark Knight Frank concludes there is support for the project with the planned unit mix and rents, confirms there is a shortage of rental apartments available for the local workforce and demonstrates that the proposed project will not cause any undue economic harm of the existing rental stock in the market area. The study concludes that current market conditions are strong, as evident by occupancy levels and waitlists at both affordable and market rate developments, and that the proposed rents and AMI levels are achievable and will be attractive to the local rental households. The study also concluded that the inclusion of commercial space to offer daycare services was an added favorable factor and the intended commercial space rent of \$6/sq. ft. is sufficiently below market and supported. The study indicates that 65% of local renters pay more than 35% of their income on rent and that nearby affordable housing options have extensive waitlists with limited turnover. The study



also concluded that the location is favorable with good transportation access, proximity to a large concentration of employers and nearby commercial services.

The Market Study reports a weighted average capture rate of 4.30% for the total project.

## **V. Project Financing Information**

The construction financing includes a loan of \$19,050,000 from The Community Preservation Corporation, \$6,408,713 in equity investment through the Federal Low-income Housing Tax Credit Program ("LIHTC"), \$979,799 in equity investment through the State Low-income Housing Tax Credit Program ("SLIHC"), \$1,541,785 in equity investment through the Brownfield Cleanup Program, \$341,309 in developer commercial funding, \$165,127 in deferred costs and reserves and the deferral of 76% of the development fee.

Permanent project financing includes a loan from The Community Preservation Corporation for \$195,000, \$12,842,426 in equity investment through LIHTC, \$1,984,598 in equity investment through SLIHC, \$3,083,569 in equity investment through the Brownfield Cleanup Program, a permanent loan of \$6,245,000 from the NYS Housing Trust Fund Program ("HTF"), a \$1,023,926 loan from the HCR CIF program, CEI funding for \$390,500, a permanent loan of \$3,205,770 from the Federal Housing Trust Fund ("FHTF"), funding from NYS Downtown Revitalization Initiative for \$1,000,000, a developer commercial funding of \$341,309, and deferred developer fee of \$912,685. The total project cost is \$31,224,783. The LIHTC/SLIHC/Brownfield investor is Regions Affordable Housing, LLC and their proposed pay-in is approximately \$0.900 for LIHTC and \$0.6700 for SLIHC/Brownfield.

## **VI. Development Team and Ownership Information**

**Regan Development Corporation** is a second-generation family-owned real estate development firm that has been operating for over 30 years. Larry and Ken Regan have developed affordable housing and commercial real estate in New York, New Jersey, and Connecticut. Their work varies depending on the needs of the community and has included new construction, rehabilitation, and historic preservation, and often contains units dedicated to house persons with special needs with supportive services provided onsite.

**The Regan Development Principals:** Lawrence (Larry) Regan, President; Kenneth (Ken) Regan, Vice President; Jeremy Regan and Gabe Regan.

**Nonprofit Partner: SEPP, Inc.** is a private, tax exempt 501(c)(3), not-for-profit housing organization formed in 1968 and funded by New York State Homes and Community Renewal (Rural Preservation Program) and through contributions from individuals, foundations, and businesses. SEPP has a long and established track record in affordable housing development and rehabilitation, tenant counseling, supportive services, and property management. SEPP has developed/co-developed and/or manages properties in the southern Tier, central New York, and northern Pennsylvania. SEPP, Inc. will have a 50% interest in Homesteads on Grand Manager LLC, the Managing Member of the Project.

SEPP subsidiary **SEPP Management Co., Inc.** offers a complete line of residential property management services and will be responsible for the property management of 333 Grand Avenue, including but not limited to the rent-up, site management, tenant selection, marketing, and compliance. Established in 1990, SEPP Management Co., Inc., is a New York State 501(c)(3) corporation, and has worked closely with HUD, USDA Rural Development, and New York State HCR. SEPP currently manages ten properties with a total of 488 residential apartments/units that are regulated through a variety of government programs, including Section 8, LIHTC and USDA Rural Development.

**Additional Members of the Development Team:** Listed below are the external members of the Regan Development Team who have worked together on numerous projects.

**Project Architect:** Anthony J. (AJ) Coppola, Principal, Coppola Associates

**Civil Engineer and Landscape Architecture:** Jamie Easton, PE, EP Land Services LLC

**Sustainability & Performance Benchmarking:** Pasquale Strocchia, Integral Building & Design, Inc.

**General Contractor:** Peter B. Marx, President, U.W. Marx Construction Company

**Financial Transaction & Real Estate Counsel:** Christopher J. Babcock, Partner, Cannon, Heyman & Weiss, LLP

**Management Agent:** Brandy Jackson, SEPP Management Co., Inc.

**Affordable Housing Planner and Consultant:** Judy Calogero, President, Calogero Partners, LLC

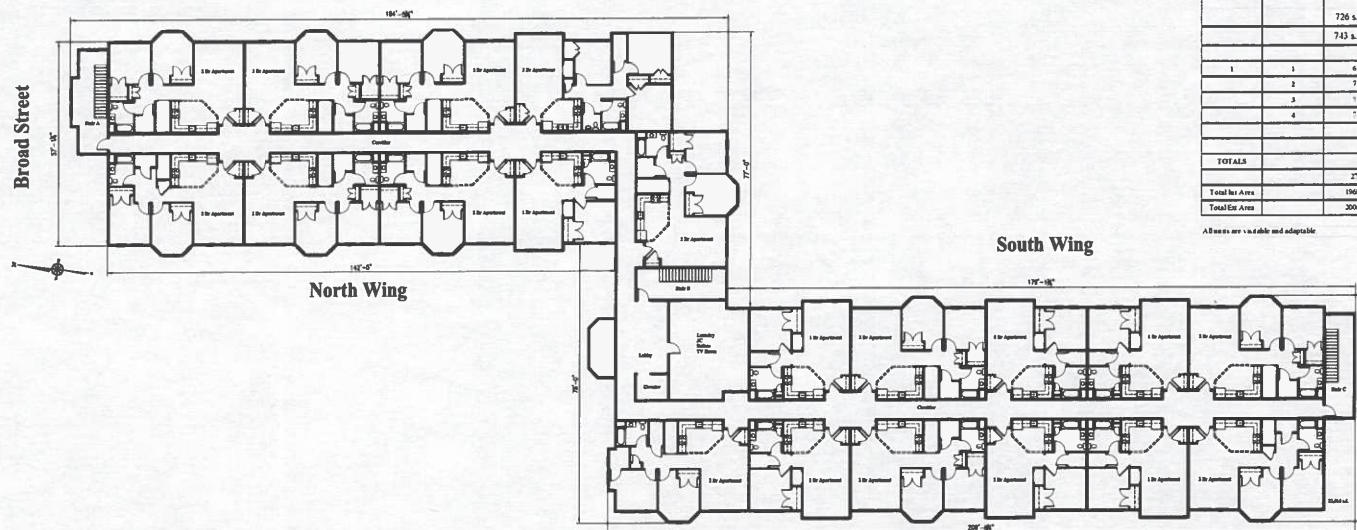
#### **Development Timeline**

All public approvals are in place for 333 Grand Avenue except for building permits, which will be issued just prior to the start of construction. The Regan Development Team will be in position to close on construction financing as soon as possible depending upon HCR award announcements, and preferably by or before July 2024. Based on this plan, initial occupancy would begin in September 2025.

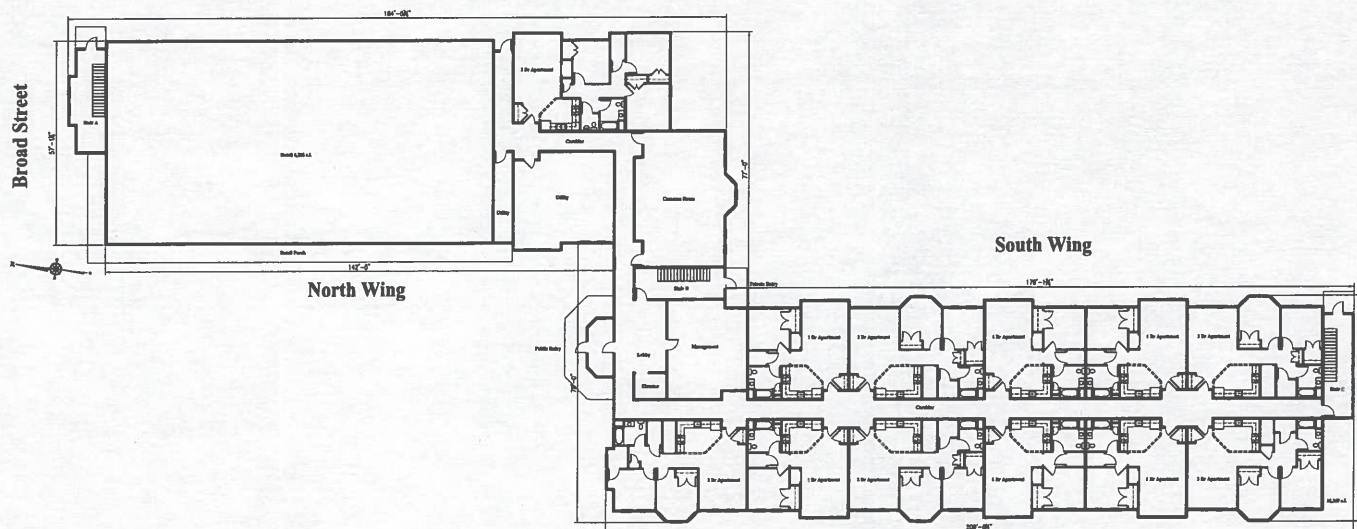








**1 Upper Floor Key Plan**  
A1 Scale: 1/16"=1'-0"



**2 First Floor Key Plan**  
A1 Scale: 1/16"=1'-0"

Glens Falls Commons - Unit and Area Breakdown					
Building #	Floor #	1 Br Apartment	2 Br Apartment	3 Br Apartment	Total
		726 s.f. int	968 s.f. int	1147 s.f. int	
		743 s.f. ext	959 s.f. ext	1187 s.f. ext	
1	1	6	5	1	12
	2	7	12	1	20
	3	1	12	1	20
	4	7	12	1	20
TOTALS					
		27	41	4	72
Total Int Area		19602	39688	4383	63,673
Total Ext Area		20061	40549	4748	65,358

All Areas are variable and adaptable

**COPPOLASSOCIATES**

"Design, Architecture & Planning"  
6 Old North Plank Road  
Suite 101  
Newburgh, NY 12550  
TEL: 845-561-3559  
FAX: 845-561-2951  
ajcoppola@coppola-associates.com

**ajc**

LICENSE NUMBER: 018849

\* PROPOSED 70 APARTMENT  
UNITS FOR REGAN  
DEVELOPMENT AT \*

**Glens Falls  
Commons**

Broad Street,  
City of Glens Falls, NY

**KEY PLANS**

REVISIONS
DATE
8/14/18
PROJECT NUMBER
18-13
SHEET NUMBER

**A1**





**1 Elevation at North End**  
A2 Scale: 1/8"=1'-0"



**2 North Elevation at South Wing**  
A2 Scale: 1/8"=1'-0"



**3 Elevation at South Wing**  
A2 Scale: 1/8"=1'-0"



**4 Elevation at North Wing**  
A2 Scale: 1/8"=1'-0"

COPPOLASSOCIATES

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TEL: 845-561-3559  
FAX: 845-561-3551  
coppola@coppola-associates.com

AGL

LICENSURE NUMBER: 018849

\* PROPOSED 79 APARTMENT  
UNITS FOR REHAB  
DEVELOPMENT AT \*

**Glens Falls  
Commons**

Broad Street,  
City of Glens Falls, NY

ELEVATIONS

REVISIONS
DATE
8/14/18
PROJECT NUMBER
18-13
SHEET NUMBER

**A2**



**Project Narrative**  
**for**  
**333 Grand Ave**  
**Tax Parcel 143.71-2-13 & 143.72-1-29**

**Village of Johnson City**  
**Broome County, New York**

Prepared for  
Regan Development Corporation  
1055 Saw Mill River Road #204  
Ardsley, NY 10501

May 20, 2022

*Prepared by:*



**EP**  
LAND SERVICES

**EP Land Services LLC**  
621 Columbia Street Ext.  
Cohoes, NY 12047  
(518) 785-9000



**PROJECT NARRATIVE  
for  
333 GRAND AVE  
VILLAGE OF JOHNSON CITY, BROOME COUNTY, NY**

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## 1.0 DESCRIPTION OF PROPOSED ACTION

### 1.1 Project Overview

Regan Development Corporation proposes to construct a mixed-use building located at 333 Grand Ave in the Village of Johnson City. There are two tax parcels that make up the project site which comprise about 4.0 acres (tax parcels 143.71-2-13 & 143.72-1-29). The mixed-use building will be a four (4) story building, totaling 72 multi-family apartment units with about 6,200 sf of commercial space.

### 1.2 Multi-Family Units

The project will build a mixed-use building totaling 72 units. The 72 units will have 27 one-bedroom units, 41 two-bedroom units and 4 three-bedroom units. The multi-family portion of the project is designed to be work force housing units and Regan Development will be seeking a Low Income Housing Tax Credit from New York State Homes and Community Renewal (HCR). Work force housing is not market rate apartment units. Work force housing provides affordable housing based upon the Area Median Income (AMI) of the community. See Exhibit #1 for architectural floor plans and building rendering.

### 1.3 Location

The site is located on 333 Grand Ave and is located on the north of the road. See below for site highlighted in yellow.

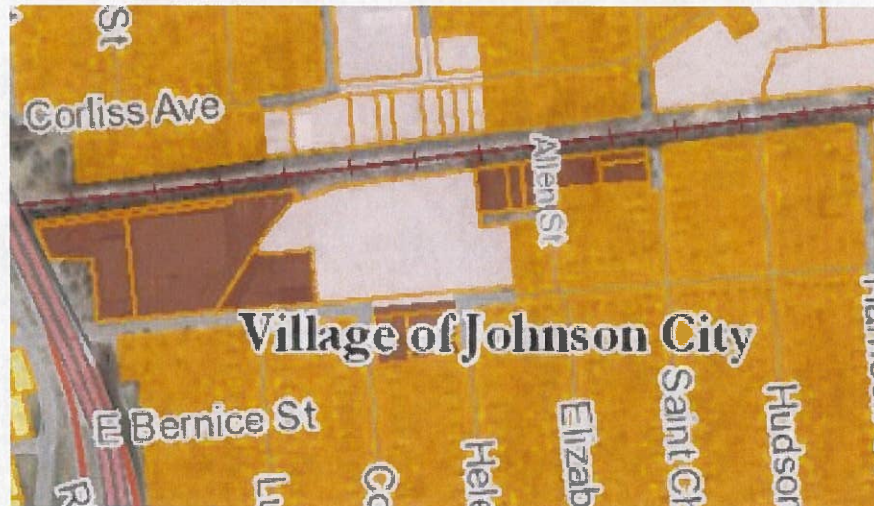




## 2.0 TOWN CODE

### 2.1 Zoning

The property is located at 333 Grand Ave in the Village of Johnson City. The tax parcels are about 4.0 acres, and zoned Neighborhood Commercial (NC). Surrounding the site are Industrial and Urban Multi-Family (UMF) zoning districts.



### 2.2 Proposed Uses

In accordance with Village of Johnson City zoning code multi-family and commercial retail are allowed uses per Village Article 21, Section 30-21.3.

### 2.3 Area Variances

In accordance with Village of Johnson City zoning code section 300-21.5 the maximum building height in NC zone is 30 feet. As the proposed building will be 48 feet in height, thus an area variance of 18 feet will be required for this project. Also, per Village code section 300-54.3 B3 requires a minimum of one landscaped island, at least 200 square feet in size, shall be provided for every 20 parking spaces contained within each single row of parking. Islands shall be planted with trees and shrubs with a minimum of one tree per 20 parking spaces. There are 4 main landscaped islands as part of this project, and they total 5,380 sf. There is proposed 158 parking stalls or per code it would require 8- 200 sf islands or 1,600 sf in total size. The proposed plan exceeds the internal landscaping island square footage requirement but just is not placed at between even 20 parking stalls.



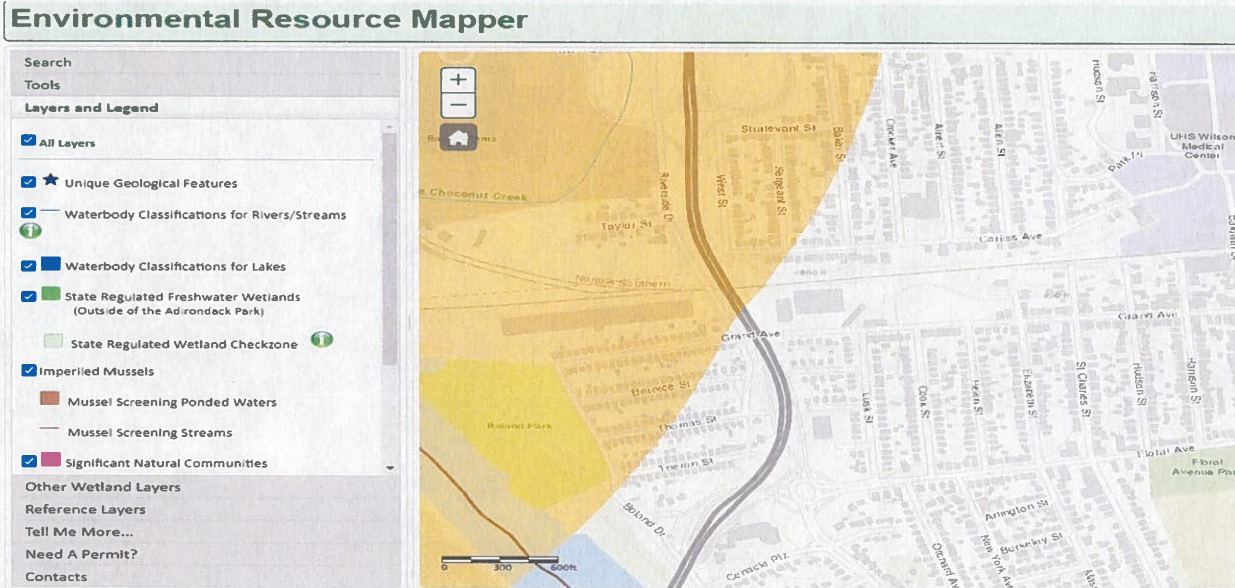
### 3.0 ENVIRONMENTAL IMPACTS REVIEW AND ADDITIONAL INFORMATION

#### 3.1 Federal Wetlands

There is no federal jurisdictional Army Corp or Engineer (ACOE) wetlands within the project limits based upon VanGuilder Land Surveyor, PLLC site visit on 12/15/2021. Please see enclosed report in Exhibit #2

#### 3.2 NYSDEC Environmental Mapper

There are no jurisdictional NYSDEC State wetlands or buffer within the project limits based upon NYSDEC website. There is also no rare or endangered species located in this area by NYSDEC



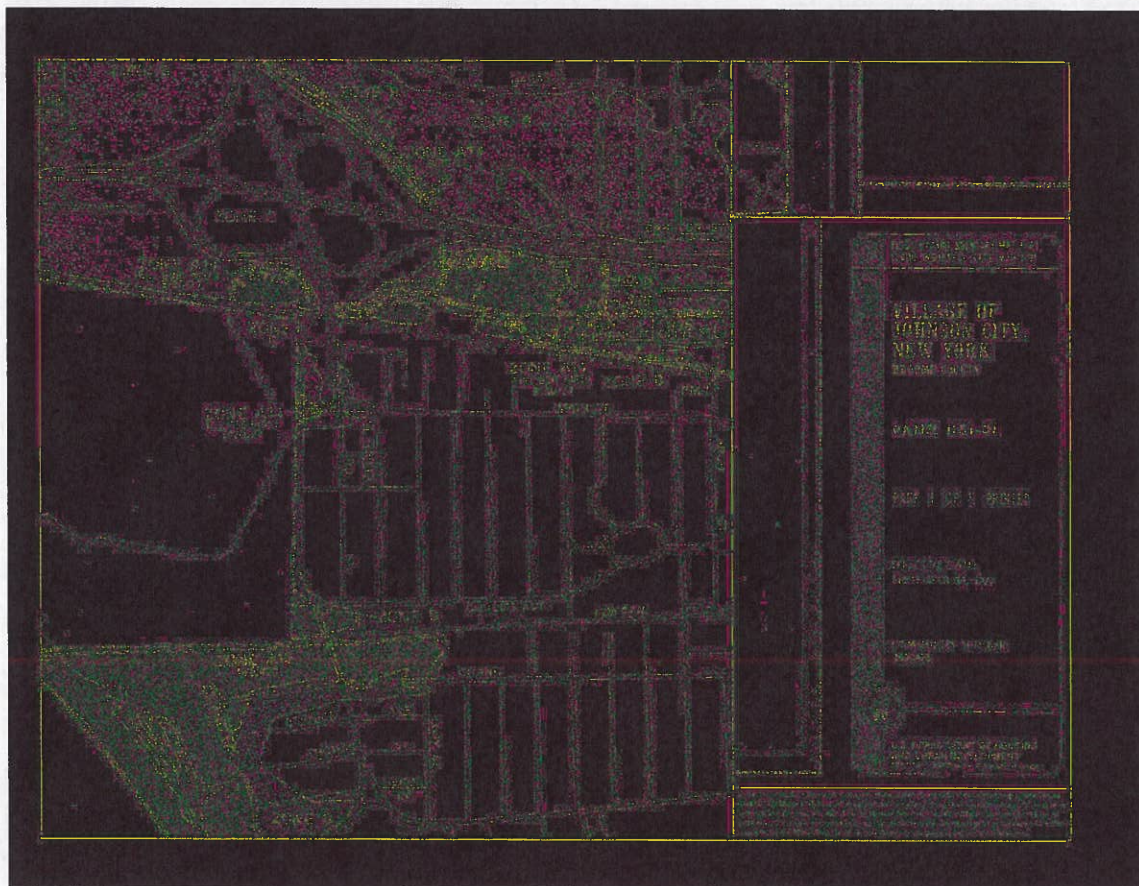
#### 3.3 Federal Endanger and Threaten Species

The US Fish and Wildlife Service Information for Planning and Consultation (IPaC) was reviewed for this project. Based upon finding in Exhibit #3 there is no loss to Monarch Butterfly habitat for this project.

#### 3.4 100- Year Flood Plain

Per National Flood Insurance Map (FIRM) panel 360047B dated September 30, 1977, the proposed project is within the limits of AE zone (100-year flood plain). Only a portion of the project site is within the 100-year flood plain and the 100-year WSEL reaches elevation 837. The project site will be designed to ensure the finish floor elevation of all inhabitable space will be 2 feet above the 100-year flood elevation (FFE= 839 or higher) and a FEMA CLOMR-F application will be submitted to FEMA upon completion of project to ensure flood insurance is not required for the building.

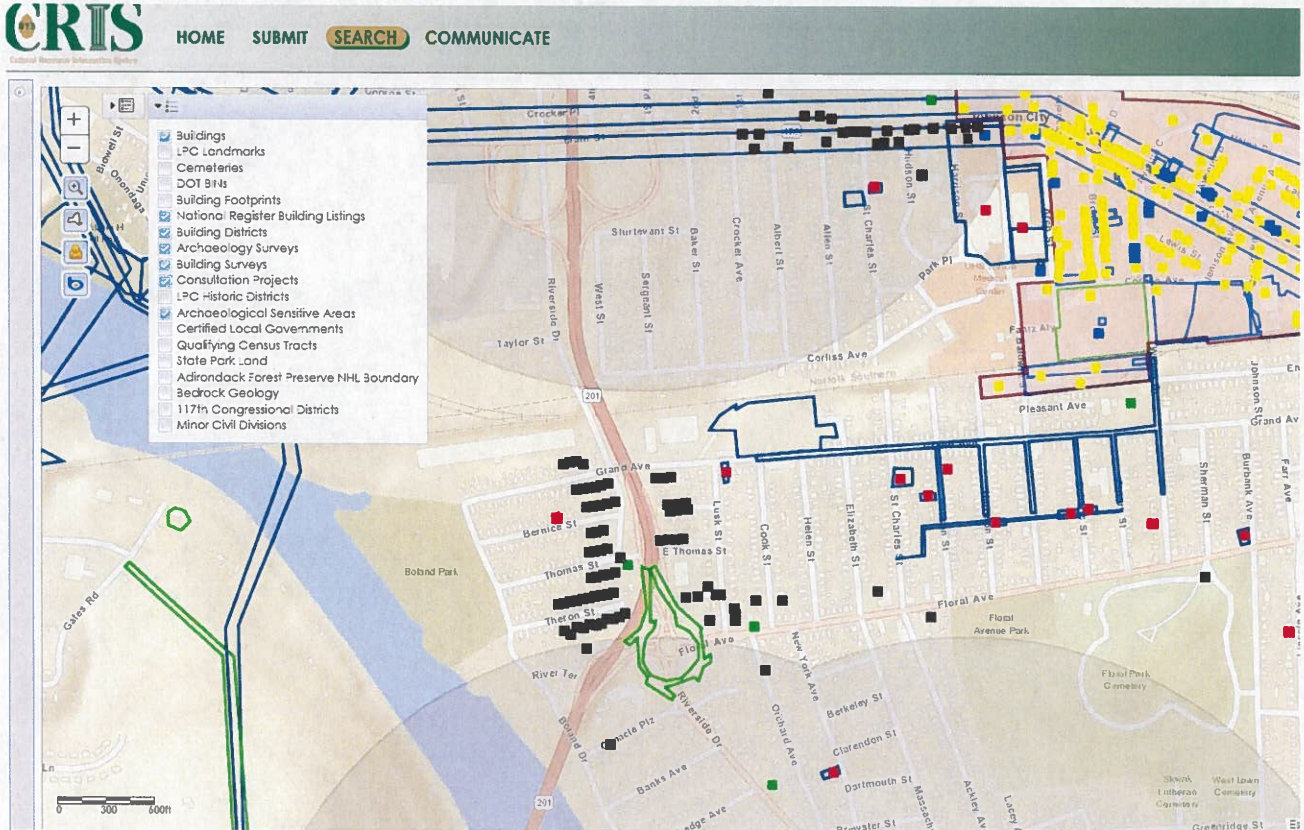






### 3.5 NYSOPRHP

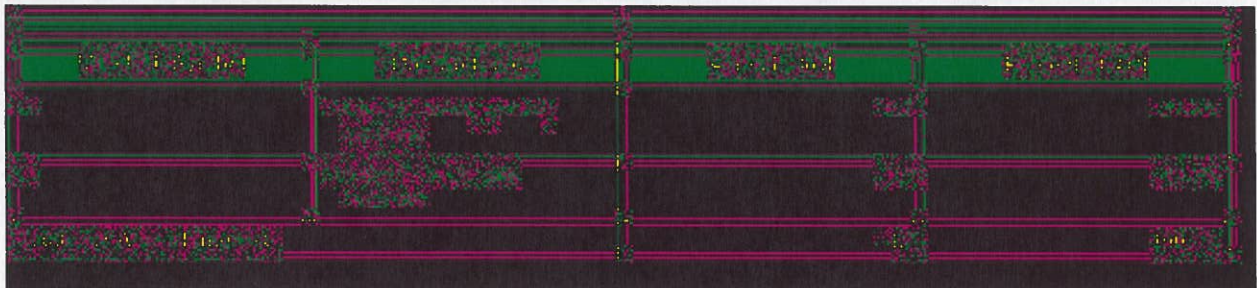
The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) was reviewed for the project site. OPRHP Cultural Resource Information System (CRIS) determined the project is not located within an archaeological sensitivity area. See Exhibit 4 letter from NYSOPRHP of no impact.



### 3.6 Soils

United States Department of Agriculture Natural Resources Conservation Service soils maps were review for the project site. Based upon available data the site is mostly cut/fill lands made up of gravelly material with no bedrock outcropping and greater than 6 feet from existing grade is the water table. The Hydrologic soil groups (HSG) was identified as Soils Group A, which has a high capacity of infiltration of rainfall.





### 3.7 Stormwater

The project will impact stormwater runoff. As the soils are with HSG A infiltration of stormwater runoff will be proposed. A stormwater report will be issued to the Village during site plan demonstrating the project is in conformance with NYSDEC Stormwater Design Manual General Permit 00-20-002 and local laws.

### 3.8 Utilities

The project will utilize the existing water and sewer systems within this area for the project site. A detail engineering report of water pressures, residual pressure and sewer capacity will be done preformed during site plan design of this project. Below are anticipated water and sewer generated by the proposed project.



Anticipated water flows are as follows:

Water Usage			
	Average Daily Flow (GPD)	Average Flow (GPM)	Peak Flow (GPM)
<b>Apartments- 72 units</b>			
27- 1-Bedroom Units	2,940	2.06	4.12
41- 2 Bedroom Units	9,020	6.26	12.52
4- 3 Bedroom Units	1,320	0.91	1.82
<b>Commercial</b>			
Bldgs #1 (6,200 sf)	1,000	0.69	1.39
<b>Totals=</b>	<b>14,280</b>	<b>9.92</b>	<b>19.84</b>

Table B-3 of NYSDEC Design Standards for Intermediate Sized Water Treatment Systems dated 3/5/2014 was used to determine anticipated flow rate, 110 gal per bedroom, 0.1 gallons per square foot for commercial building. Plumbing Fixtures will be specified as low flow type fixtures per NY State requirements for water conservation.

Anticipated sewer flows are as follows:

Sewer Flows			
	Average Daily Flow (GPD)	Average Flow (GPM)	Peak Flow (GPM)
<b>Apartments- 72 units</b>			
27- 1-Bedroom Units	2,940	2.06	8.24
41- 2 Bedroom Units	9,020	6.26	25.04
4- 3 Bedroom Units	1,320	0.91	3.64
<b>Commercial</b>			
Bldgs #1 (6,200 sf)	1,000	0.69	2.78
<b>Totals=</b>	<b>14,280</b>	<b>9.92</b>	<b>39.68</b>

No impacts are anticipated to the electrical or natural gas distribution system for this project.

### 3.9 Solid Waste

Waste generated by the project will vary and the typical average of 4 lbs per apartment unit per day is a common value used in the industry. The Multi-Family units will produce about 288 lbs or about 0.14 tons per day of solid waste. The commercial/retail waste produce will vary depending on tenants. The range could be anywhere from 0.005 lbs/sqft/day to 0.010 lbs/sqft/day. Using an average of 0.008 lbs/sqft/day the commercial/retail space will produce about 70 lbs or about 0.03 tons per day of solid waste. The project total is about 0.17 tons per day or about 1 ton a week is anticipated. All solid waste will be sent to Broome County Solid waste facility. Per NYSDEC MSW Landfill Capacity the annual permit tons to the landfill is 232,000 while in 2018 only 189,600 tons was disposed of there. The landfill has a capacity of 9,180,424 tons or based upon NYSDEC permit another 40 years of capacity before landfill expansion would be required. Thus, based upon above solid waste produce at that site will not have an affect on the landfill as allowed tonnage under NYSDEC permit versus what is currently being received is only 81% of allowed.

### 3.10 Schools

The school district will see additional students as a result of the proposed 72 multi-family units. Using National Association of Home Builders (NAHB) data for an apartment building with 20 or more units would see about 17 school age kids per 100 units. Thus, using NAHB data, the 72 proposed apartment unit could have 13 school age kids or about 1 kid per grade (K-12) on average.

Using Rutgers University Center for Urban Policy Research (CUPR) the projected number of school age kids is higher. The results of CUPR are typically conservative based upon the multiplier as data used to determined multipliers reflects a statewide analysis of urban area (e.g., cities of 100,000 or more persons) including New York



City. It is widely recognized that families living in large urban area have more school age children per bedroom than typical suburban multi-family residents.

Type of Unit	Anticipated rents	Number of Units	Applicable Rutgers CUPR Multiplier	Number of School Age Kids
1 Bedroom	>\$1000	14	0.07	0.98
	\$500-\$1000	13	0.27	3.51
2 Bedroom	>\$1,100	21	0.16	3.36
	\$750-\$1,100	20	0.45	9
3 Bedroom	>\$1,250	2	0.63	1.26
	\$750-\$1,250	2	1.3	2.6
<b>Totals</b>		<b>72</b>		<b>21</b>

All school age children for this proposed project would be within Johnson City Central School District. The project site will send children to Johnson City Elementary School, Johnson City Middle High School and to Johnson City High School. The enrollment of students in the district are listed below based upon data available through New York State Education Department.

Overall District	
Year	Enrollment
2020-2021	445
2019-2020	535
2018-2019	538
2017-2018	580
2016-2017	555
2015-2016	545
2014-2015	560
2013-2014	606

As seen above there has been a steady overall decline in the student population. Thus, based upon the proposed project, the number of new students will not adversely affect the school district.

## **4.0 EXHIBITS**



**Exhibit 1 – Architectural Floor Plan and Rendering**

## **Exhibit 2 – Wetland Study**



**Gilbert VanGuilder**  
**Land Surveyor, PLLC**  
988 Route 146, Clifton Park, NY 12065  
518-383-0634  
FAX 371-8437

Members:

Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS  
Kevin H. Weed, PLS

Associate:

Duane Rabideau, PLS

December 15, 2021

To whom it may concern,

On December 15, 2021, a wetland scientist from this office performed a site visit at a parcel identified as Tax Map Parcel 143.71-2-13 (333 Grand Ave.) in the village of Johnson City for the purpose of identifying any state and/or federal wetlands on the property. Using the methodology as prescribed in the 1987 Wetland Delineation Manual, NYS Freshwater Wetlands Act, evaluating the presence of hydrology, hydrophytic vegetation, and hydric soils, no wetlands or regulated adjacent area were identified on the property.

As shown on the National Wetland Inventory website the nearest federal wetland is approximately 0.33 miles west of the subject parcel and is classified as a **(R3UBHx)** Riverine (Figure 1). The nearest state mapped wetland is located approximately 1.52 miles west of the parcel and is classified as a Class 2 N.Y.S.D.E.C. wetland BW-1 (Figure 2).

According to the NRCS website the soils on site consist of **(Cy)** Cut and fill lands, gravelly materials, 0-8% slopes with a drainage class of well drained; **(Cv)** Cut and fill lands, silty materials, 0-8% slopes with a drainage class of well drained (Figure 3).

The site currently consists of overgrown asphalt parking lots throughout, and a single bus stop structure. A few scattered mature tree and shrub brush areas encompass approximately 10% of the entire site, running along the west and east property lines. An inactive railroad follows the north property line, while Grand Avenue runs along the south property line. The site was determined upon comprehensive field analysis to lack any significant or substantial wetland indicators.

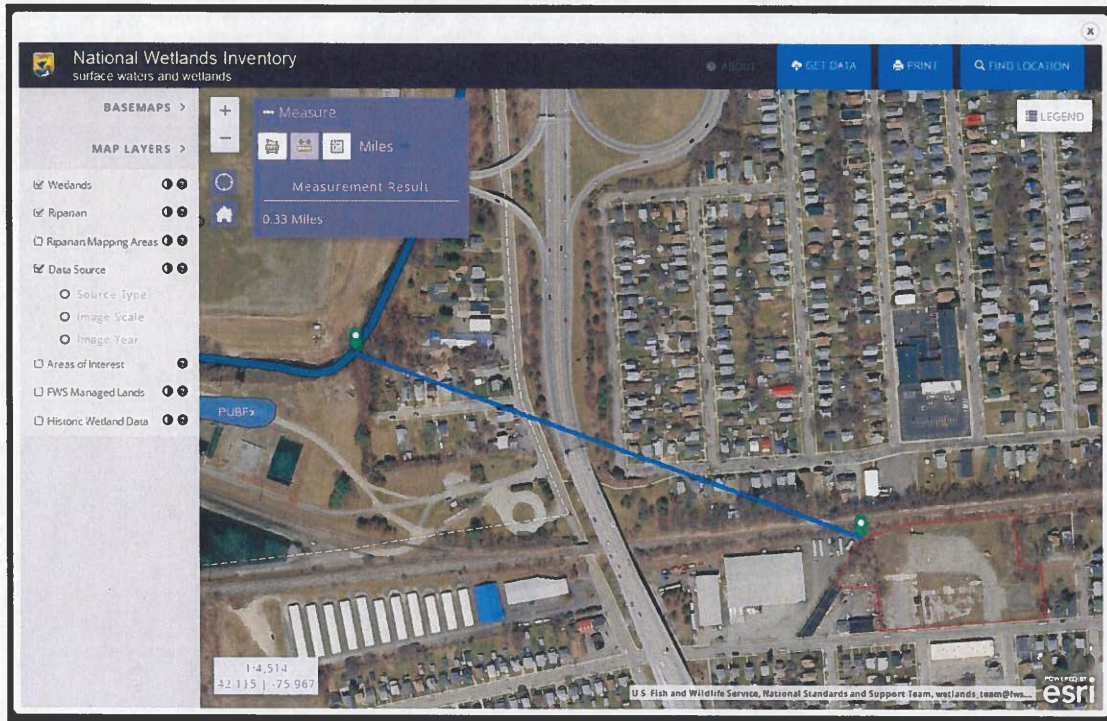
The dominant vegetation present within the site consists of Staghorn Sumac (*Rhus typhina*), Poplar (*Populus Grandidentata*), Black Locust (*Robina Pseudoacacia*), Catalpa (*Catalpa Speciosa*), and Box-Elder (*Acer Negundo*) trees; Goldenrod (*Solidago altissima*), American Pokeweed (*Phytolacca Americana*), Japanese Bristlegrass (*Setaria Faberi*), Spotted Geranium (*Geranium Maculatum*) shrub and ground vegetation. The majority of the plant species identified within the uplands have an indicator status of **(UPL)** occur almost always in non-wetlands, or **(FACU)** usually occur in non-wetland areas (Figure 4 & Figure 5).

While performing the wetland delineation, several test pits were conducted within and off the parcel, the Munsell Color Chart was used to determine soil characteristics such as color, and texture, which is used to identify hydric soils. The test pits that were conducted consisted mainly of (10YR 4/4) with no mottling in the upper 12 inches, indicating that hydric soils are not present.

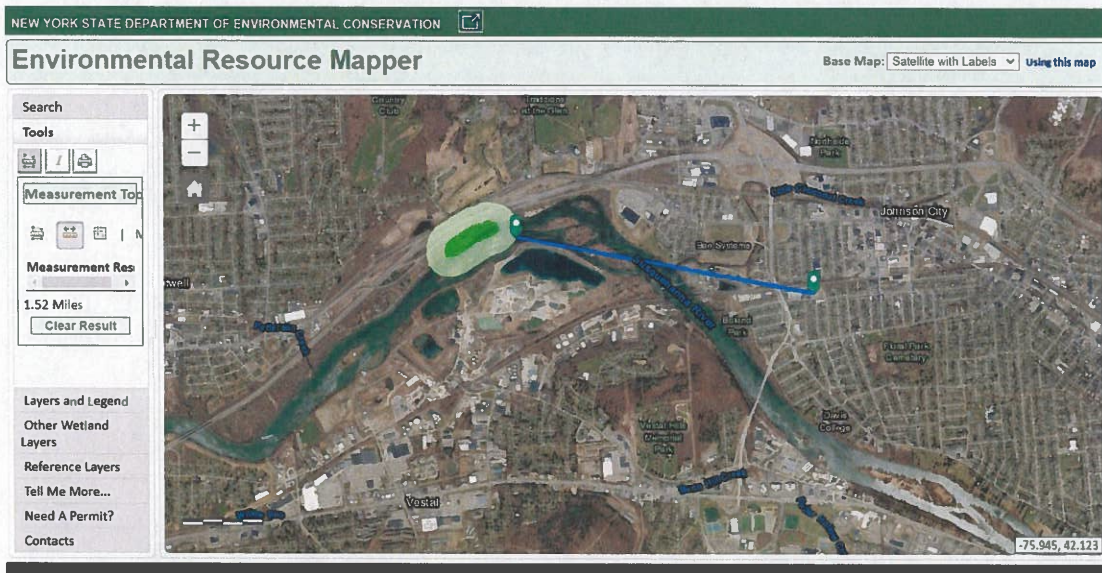
Respectfully,  
Joe Ulrich  
Wetland Biologist



**Figure 1: National Wetlands Inventory**

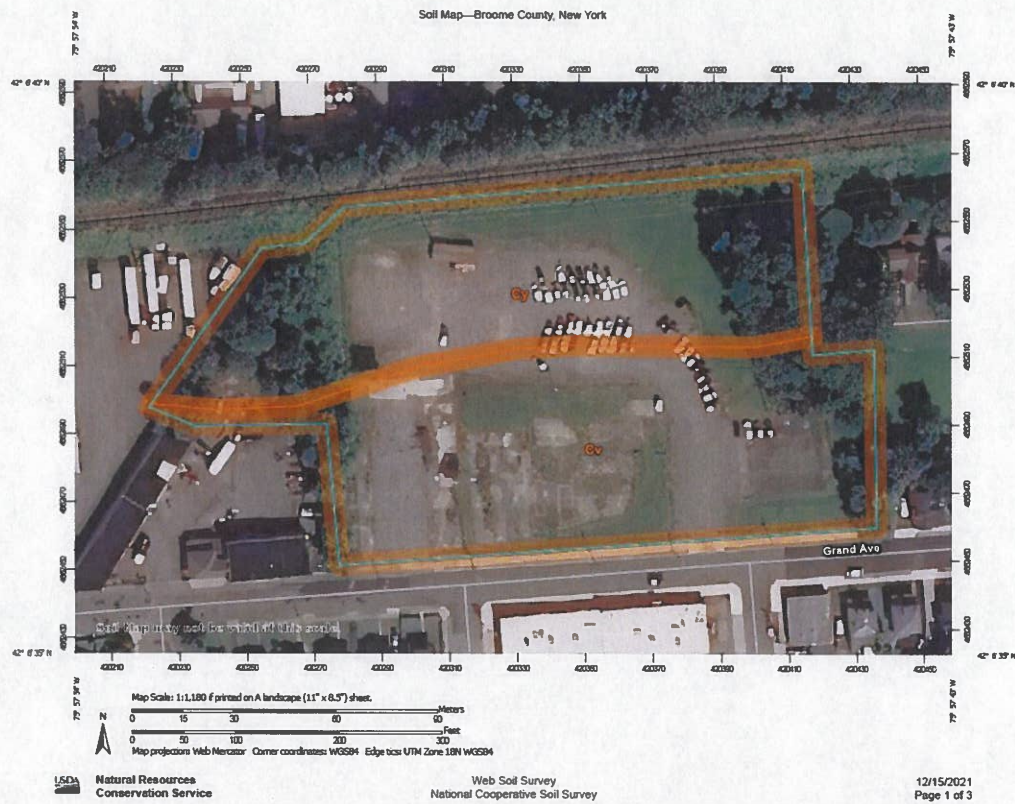


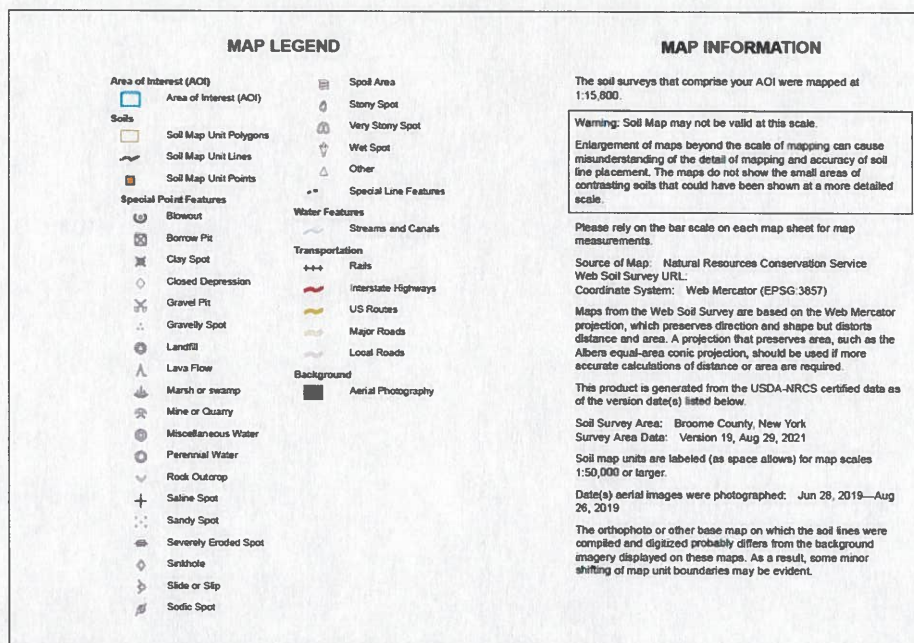
**Figure 2: NYSDEC Resource Mapper**





**Figure 3: NRCS Soil Survey**





## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cv	Cut and fill lands, gravelly materials	2.3	52.0%
Cy	Cut and fill lands, silty materials	2.1	48.0%
Totals for Area of Interest		4.5	100.0%



**Figure 4: Data Sheets**

# WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: 333 Grand Avenue City/County: Broome Sampling Date: 12-15-21  
Applicant/Owner: Jamie Easton, EP Land Services LLC State: NY Sampling Point: 1  
Investigator(s): JU Section, Township, Range: Johnson City  
Landform (hillside, terrace, etc.): Terrace Local relief (concave, convex, none): concave Slope %: 0-3  
Subregion (LRR or MLRA): LRR R, MLRA 144A Lat: 42° 6'38.25"N Long: 75°57'48.54"W Datum: WGS84  
Soil Map Unit Name: Cut and Fill NWI classification: n/a  
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
Are Vegetation     , Soil     , or Hydrology      significantly disturbed? Are "Normal Circumstances" present? Yes X No       
Are Vegetation     , Soil     , or Hydrology      naturally problematic? (If needed, explain any answers in Remarks.)

## SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>    </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u>    </u> No <u>X</u>
Hydric Soil Present? Yes <u>    </u> No <u>X</u>	If yes, optional Wetland Site ID: <u>    </u>
Wetland Hydrology Present? Yes <u>    </u> No <u>X</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

## HYDROLOGY

<b>Wetland Hydrology Indicators:</b>		<b>Secondary Indicators (minimum of two required)</b>	
<b>Primary Indicators (minimum of one is required; check all that apply)</b>			
<u>    </u> Surface Water (A1)	<u>    </u> Water-Stained Leaves (B9)	<u>    </u> Surface Soil Cracks (B6)	
<u>    </u> High Water Table (A2)	<u>    </u> Aquatic Fauna (B13)	<u>    </u> Drainage Patterns (B10)	
<u>    </u> Saturation (A3)	<u>    </u> Marl Deposits (B15)	<u>    </u> Moss Trim Lines (B16)	
<u>    </u> Water Marks (B1)	<u>    </u> Hydrogen Sulfide Odor (C1)	<u>    </u> Dry-Season Water Table (C2)	
<u>    </u> Sediment Deposits (B2)	<u>    </u> Oxidized Rhizospheres on Living Roots (C3)	<u>    </u> Crayfish Burrows (C8)	
<u>    </u> Drift Deposits (B3)	<u>    </u> Presence of Reduced Iron (C4)	<u>    </u> Saturation Visible on Aerial Imagery (C9)	
<u>    </u> Algal Mat or Crust (B4)	<u>    </u> Recent Iron Reduction in Tilled Soils (C6)	<u>    </u> Stunted or Stressed Plants (D1)	
<u>    </u> Iron Deposits (B5)	<u>    </u> Thin Muck Surface (C7)	<u>    </u> Geomorphic Position (D2)	
<u>    </u> Inundation Visible on Aerial Imagery (B7)	<u>    </u> Other (Explain in Remarks)	<u>    </u> Shallow Aquitard (D3)	
<u>    </u> Sparsely Vegetated Concave Surface (B8)		<u>    </u> Microtopographic Relief (D4)	
		<u>    </u> FAC-Neutral Test (D5)	
<b>Field Observations:</b>			
Surface Water Present? Yes <u>    </u> No <u>X</u>	Depth (inches): <u>    </u>	<b>Wetland Hydrology Present?</b> Yes <u>    </u> No <u>X</u>	
Water Table Present? Yes <u>    </u> No <u>X</u>	Depth (inches): <u>    </u>		
Saturation Present? Yes <u>    </u> No <u>X</u>	Depth (inches): <u>    </u>		
(includes capillary fringe)			
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			



**VEGETATION – Use scientific names of plants.**

 Sampling Point: 1

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Populus tremuloides</u>	40	Yes	FACU	<b>Dominance Test worksheet:</b>  Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A)  Total Number of Dominant Species Across All Strata: <u>8</u> (B)  Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.0%</u> (A/B)																
2. _____																				
3. <u>Robina Pseudoacacia</u>	45	Yes	FACU																	
4. <u>Catalpa speciosa</u>	5	No	FAC																	
5. <u>Acer negundo</u>	10	No	FAC																	
6. _____																				
7. _____																				
	100	=Total Cover		<b>Prevalence Index worksheet:</b>  <table style="width: 100%;"> <thead> <tr> <th style="width: 40%;">Total % Cover of:</th> <th style="width: 60%;">Multiply by:</th> </tr> </thead> <tbody> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>15</u></td> <td>x 3 = <u>45</u></td> </tr> <tr> <td>FACU species <u>235</u></td> <td>x 4 = <u>940</u></td> </tr> <tr> <td>UPL species <u>150</u></td> <td>x 5 = <u>750</u></td> </tr> <tr> <td>Column Totals: <u>400</u> (A)</td> <td><u>1735</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>4.34</u></td> </tr> </tbody> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>0</u>	x 2 = <u>0</u>	FAC species <u>15</u>	x 3 = <u>45</u>	FACU species <u>235</u>	x 4 = <u>940</u>	UPL species <u>150</u>	x 5 = <u>750</u>	Column Totals: <u>400</u> (A)	<u>1735</u> (B)	Prevalence Index = B/A = <u>4.34</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>0</u>	x 2 = <u>0</u>																			
FAC species <u>15</u>	x 3 = <u>45</u>																			
FACU species <u>235</u>	x 4 = <u>940</u>																			
UPL species <u>150</u>	x 5 = <u>750</u>																			
Column Totals: <u>400</u> (A)	<u>1735</u> (B)																			
Prevalence Index = B/A = <u>4.34</u>																				
<b>Sapling/Shrub Stratum (Plot size: _____)</b>																				
1. <u>Rhus typhina</u>	100	Yes	UPL																	
2. _____																				
3. _____																				
4. _____																				
5. _____																				
6. _____																				
7. _____																				
	100	=Total Cover																		
<b>Herb Stratum (Plot size: _____)</b>																				
1. <u>Dacus carota</u>	30	Yes	UPL	<b>Hydrophytic Vegetation Indicators:</b> <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 <sup>1</sup> <u>4</u> - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <u>  </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)  <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Solidago altissima</u>	20	Yes	FACU																	
3. <u>Geranium maculatum</u>	20	Yes	UPL																	
4. <u>Setaria faberi</u>	30	Yes	FACU																	
5. _____																				
6. _____																				
7. _____																				
8. _____																				
9. _____																				
10. _____																				
11. _____																				
12. _____																				
	100	=Total Cover																		
<b>Woody Vine Stratum (Plot size: _____)</b>																				
1. <u>Rosa multiflora</u>	100	Yes	FACU	<b>Definitions of Vegetation Strata:</b>  <b>Tree</b> – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.  <b>Sapling/shrub</b> – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.  <b>Herb</b> – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.  <b>Woody vines</b> – All woody vines greater than 3.28 ft in height.																
2. _____																				
3. _____																				
4. _____																				
	100	=Total Cover																		
<b>Hydrophytic Vegetation Present?</b> <span style="margin-left: 20px;">Yes <u>      </u></span> <span style="margin-left: 20px;">No <u>  X  </u></span>																				

Remarks: (Include photo numbers here or on a separate sheet.)

## Sampling Point 1

Northcentral and Northeast Region – Version 2.0



**Figure 5: Site Photos**







Photo taken in center of site  
facing west

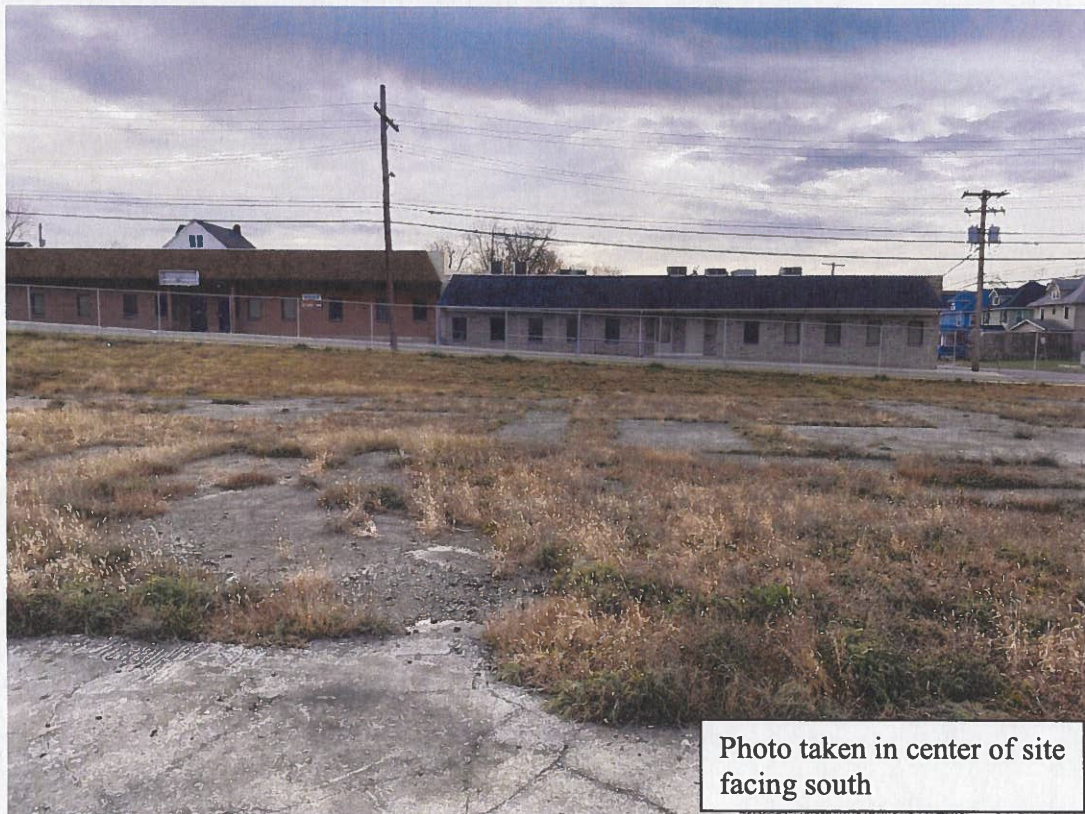


Photo taken in center of site  
facing south





Photo taken in center of site  
facing east





Photo taken in center of site  
facing north



Photo taken in southeast  
corner facing west





Photo taken in southwest corner facing south



Photo taken in northwest corner facing east along railroad tracks



**Exhibit 3 – IPaC Data**





## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

New York Ecological Services Field Office

3817 Luker Road

Cortland, NY 13045-9385

Phone: (607) 753-9334 Fax: (607) 753-9699

<http://www.fws.gov/northeast/nyfo/es/section7.htm>



In Reply Refer To:

May 13, 2022

Project Code: 2022-0042637

Project Name: 333 Grand Ave, Johnson City

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

#### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2))



(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

**Migratory Birds:** In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see <https://www.fws.gov/birds/policies-and-regulations.php>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see <https://www.fws.gov/birds/bird-enthusiasts/threats-to-birds.php>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/birds/policies-and-regulations/executive-orders/e0-13186.php>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. **Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.**

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**Attachment(s):**

- **Official Species List**

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## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

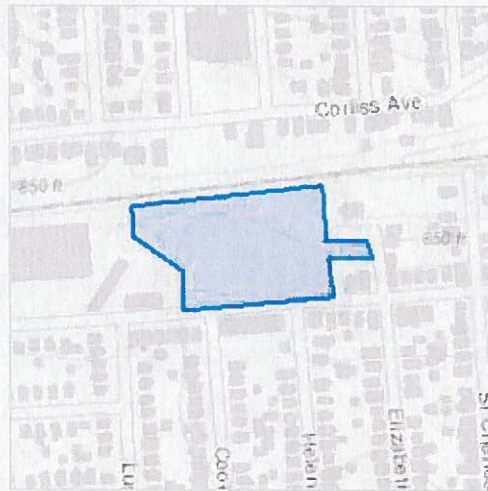
**New York Ecological Services Field Office**  
3817 Luker Road  
Cortland, NY 13045-9385  
(607) 753-9334



## Project Summary

Project Code: 2022-0042637  
Event Code: None  
Project Name: 333 Grand Ave, Johnson City  
Project Type: Commercial Development  
Project Description: Redevelopment of site  
Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@42.11058425,-75.96327346173115,14z>



Counties: Broome County, New York



## Endangered Species Act Species

There is a total of 1 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

- 
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a>	Candidate

## Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

---



## **IPaC User Contact Information**

Agency: The Prime Companies  
Name: James Easton  
Address: 621 Columbia Street Ext.  
City: Cohoes  
State: NY  
Zip: 12047  
Email: jeaston@theprimecompanies.com  
Phone: 5187859000

## **Lead Agency Contact Information**

Lead Agency: Community Planning and Development

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**Exhibit 4 – NYSOPRHP**





**Parks, Recreation,  
and Historic Preservation**

**ANDREW M. CUOMO**  
Governor

**ERIK KULLESEID**  
Commissioner

April 14, 2020

Jeffrey Palermo  
Engineer  
Delta Engineers, Architects, & Land Surveyors, PDC  
860 Hooper Road  
Endwell, NY 13760

Re: DEC  
Johnson City New Department of Public Works Facility  
Grand Ave, Johnson City, Broome County, NY  
20PR02354

Dear Jeffrey Palermo:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

R. Daniel Mackay  
Deputy Commissioner for Historic Preservation  
Division for Historic Preservation

---

**Division for Historic Preservation**

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • parks.ny.gov



# REGAN DEVELOPMENT 333 GRAND AVE SITE PLANS

VILLAGE OF JOHNSON CITY  
TAX PARCEL 143.71-2-13 AND 143.72-1-29  
DECEMBER 16, 2022

## SHEET INDEX

- C-1 COVER
- C-2 NOTES
- C-3 EXISTING CONDITIONS AND REMOVAL PLAN
- C-4 LAYOUT PLAN
- C-5 GRADING PLAN
- C-6 SPOT GRADING PLAN
- C-7 UTILITY PLAN
- C-8 ELECTRIC AND GAS PLAN
- C-9 LIGHTING PLAN
- C-10 LANDSCAPING, STRIPING AND SIGNAGE PLAN
- C-11 EROSION CONTROL PLAN
- C-12 TURN MOVEMENTS & UTILITY PROFILES
- D-1 DETAILS
- D-2 DETAILS
- D-3 DETAILS
- D-4 DETAILS
- D-5 DETAILS
- D-6 DETAILS
- WZ-1 WORK ZONE TRAFFIC CONTROL

## APPLICANT

REGAN DEVELOPMENT CORPORATION  
1055 SAW MILL RIVER ROAD #204  
ARDSLEY NY 10502  
914-693-6613  
LARRY REGAN  
LARRY@REGANDEVELOPMENT.COM

## OWNER

VILLAGE OF JOHNSON CITY  
243 MAIN STREET  
JOHNSON CITY, NY 13790  
607-798-7861



### Developer's Clause:

On behalf of **REGAN DEVELOPMENT** (Developer-Applicant), we hereby certify and agree that the submitted plans meet all the requirements and specifications described in Article 63 (Site Plan), and any other applicable sections of the Town of Union Code. Notwithstanding any notes, provisions or specifications in the plans, we agree on behalf of the Developer-Applicant that Town of Union Code specifications shall take precedence over any such notes, provisions or specifications which may be inconsistent with and/or not in conformance with the Town of Union Code specifications. We further agree that in the event of any inconsistency or ambiguity between the notes, provisions or specifications on the final plans and the Town of Union Code, that in all cases the Town of Union Code specifications shall be controlling with respect to the work, materials or other requirements.

LARRY REGAN  
Signature of Developer

JAMES EASTON PE  
Signature of Developer's Engineer or Design Professional

## SUBMISSIONS

VILLAGE OF JOHNSON CITY, 1ST SUBMISSION  
VILLAGE OF JOHNSON CITY, 2ND SUBMISSION  
NYSHCR SUBMISSION, 1ST SUBMISSION  
VILLAGE OF JOHNSON CITY, FINAL SUBMISSION

JUNE 3, 2022  
AUGUST 11, 2022  
NOVEMBER 16, 2022  
DECEMBER 16, 2022

VILLAGE APPROVAL



C-1



EP LAND SERVICES LLC  
621 COLUMBIA STREET- COHOES, NY 12047  
PHONE: 518-785-9000



1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA), PREWETLAND WETLANDS PERMIT REGULATIONS, THE MUNICIPAL LAWS, INCLUDING FLOODPLAIN MANAGEMENT LAWS.
2. THE APPLICANT SHALL BEAR THE SOLE RESPONSIBILITY FOR ENSURING THAT ALL IMPROVEMENTS ARE COMPLETED AND MAINTAINED IN ACCORDANCE WITH APPROVED PLANS, SPECIFICATIONS, AND STANDARDS.
3. THE APPLICANT SHALL BE RESPONSIBLE FOR KEEPING EXISTING PUBLIC HIGHWAYS AND ADJACENT LANDS FREE OF OBSTACLES, AND OTHER MATTER WHICH AGGRAVATE DUE TO CONSTRUCTION RELATED TO THE SITE.
4. ALL PLANT MATERIALS INSTALLED PURSUANT TO THIS SITE DEVELOPMENT PLAN SHALL CONFORM TO THE AMERICAN STANDARD HEDGERY STOCK (AOS 2861-1985) OF THE AMERICAN ASSOCIATION OF HEDGERY OR EQUIVALENT RECOMMENDED SPECIFICATIONS, SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ACCEPTED INDUSTRY PRACTICE.
5. ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE NY STATE STANDARDS & SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
6. BACKFILL USED IN TRENCHES EXCAVATED IN EXISTING ROADWAYS SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED BY MEANS OF A MECHANICAL COMPACTOR BETWEEN LIFTS.
7. BACKFILL MATERIAL AROUND OR EXISTING STRUCTURES SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED BY MEANS OF A MECHANICAL COMPACTOR BETWEEN LIFTS.
8. STREETS AND STORM SEWERS SHALL CONFORM TO THE MUNICIPAL LAW.
9. RETAINED EROSION ON THESE PLANS MAY NOT BE DETOURED WITHOUT APPLICABLE APPROVALS FROM THE U.S. ARMY CORPS OF ENGINEERS AND/OR NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION. THESE AREAS MAY BE SUBJECT TO PERIODIC OR PERMANENT STANDING WATER CONDITIONS.
10. THE FLOOD PLAIN AREA IDENTIFIED ON THESE PLANS MAY NOT BE DISTURBED WITHOUT MUNICIPAL REVIEW AND APPROVAL.
11. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL STAKE-OUT ALL IMPROVEMENTS, VERIFY CHAINS, AND ANY DISCREPANCIES MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE DESIGN ENGINEER. ALL GRADING SHALL BE DONE INTO THE SURROUNDING GRADES AT THE EDGE OF THE CONSTRUCTION LIMITS.
12. CONTRACTOR IS RESPONSIBLE TO REPAIR OR REPLACE ALL ITEMS DAMAGED OUTSIDE OF CONSTRUCTION LIMITS, OR ANY DISTURBANCE ON THE SITE WHICH ARE NOT PART OF THE IDENTIFIED WORK OF THIS CONTRACT.
13. CONTRACTOR SHALL NOT BE THE SITE TO OBSERVE ALL EXISTING SITE CONDITIONS PRIOR TO THE START OF WORK.
14. CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS AND PERMITS PRIOR TO BEGINNING WORK.
15. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING CONSTRUCTION. HE SHALL MAINTAIN PROPER SIGNS, BARRICADES, FENCES, TO PROPERLY PROTECT THE WORK, EQUIPMENT, PERSONS AND PROPERTY FROM DAMAGE.
16. CONTRACTOR TO PROVIDE RECORD MAPS TO THE MUNICIPALITY FOR ALL INFRASTRUCTURE THAT WILL NOT BE OPERATED, OWNED, AND MAINTAINED BY THE MUNICIPALITY.
17. ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY. CONTRACTOR TO CONTACT UTILS AS REQUIRED.
18. ALL FILL AREAS REQUIRED FOR PROJECT SHALL BE CONSTRUCTED IN THE FOLLOWING MANNER:
  - 18.1. REMOVAL AND STRIPPING OF ALL ORGANIC MATTER FROM FILL SHALL BE DONE.
  - 18.2. FILL SHALL BE DOED IF 8" LIFTS WITH NATIVE OR TOPSOIL CLEAN FILL WITH NO ORGANIC MATERIAL.
  - 18.3. THE FILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR TEST AND VERIFIED BY CONTRACTOR.
19. HANDCOP ASSESSMENT, PARING STAKES AND ACCESSIBLE AREAS SHALL NOT EXCEED 20 SLPS.

2. THIS PROJECT NEW YORK TO BE CONTACTED PRIOR TO DEMONSTRATION 1-800-882-7862
3. CONTRACTOR MAY REQUIRE THE USE OF BLASTING FOR EXCAVATION. CONTRACTOR TO COORDINATE WITH THE VILLAGE OF JONKON CITY AND TOWN ENGINEER FOR SAFETY PROTOCOLS AND PROPERTY NOTIFICATION AT LEAST TWO WEEKS IN ADVANCE.
4. CONTRACTOR SHALL PREVENT EXISTING VILLAGE LANDS. ANY VANDALISM OR DISTURBANCE OR DESTROYED, AS ORDERED BY THE ENGINEER OR OTHER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
5. CONTRACTOR TO TAKE CARE TO PREVENT DAMAGE TO EXISTING UTILITIES. DAMAGED UTILITIES SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
6. ALL UTILITY WORK INVOLVING CONNECTIONS TO THE EXISTING SYSTEMS SHALL BE COORDINATED WITH THE ENGINEER AND THE UTILITY OWNER. NOTICE THE ENGINEER AND THE UTILITY OWNER 72 HOURS BEFORE EACH AND EVERY CONNECTION TO AN EXISTING SYSTEM.
7. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR TEMPORARY POLE SUPPORT DURING CONSTRUCTION AS NECESSARY. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH TEMPORARY UTILITY SUPPORT.
8. CONTRACTOR SHALL EXERCISE CARE IN HIS REMOVAL OPERATIONS SO AS NOT TO UNLAWFULLY UNDERMINE MATERIALS WHICH ARE TO REMAIN IN PLACE. SHOULD THE CONTRACTOR DAMAGES ANY

PER SITE VISIT BY VAN GUILDER LAND SURVEYING PLLC ON DECEMBER 15, 2021, NO WETLANDS OR WATERCOURSES ARE PRESENT ON THE PARCEL.

6. Landscaped areas shall contain no less than eight feet in average width;  
NO VARIANCE REQUIRED. SEE SHEET C-4.

NEW YORK

C-2

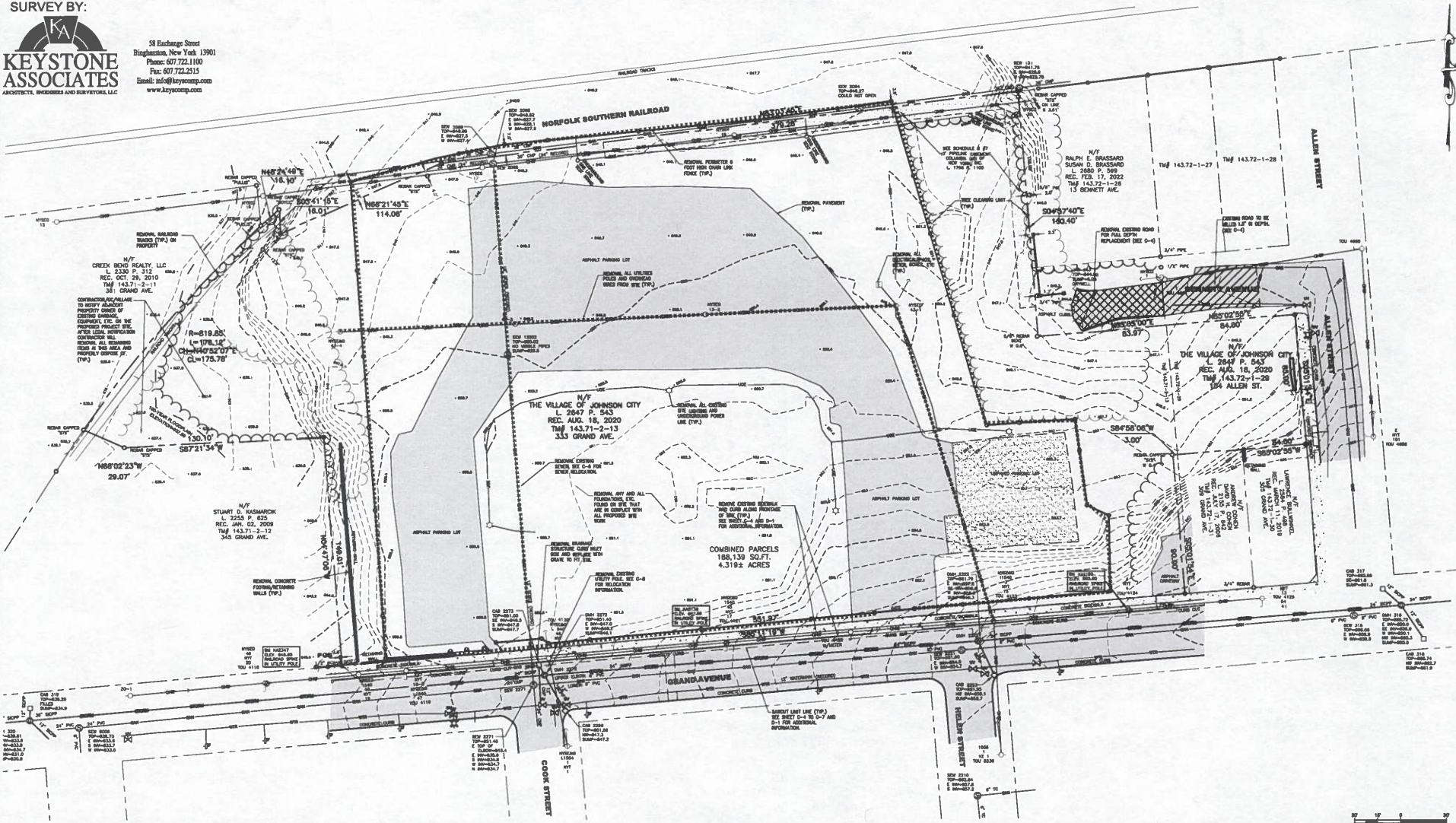
File Name: I:\Engineering Projects\Other Clients\2021\0715-Regen-Grand Ave\04-Cad File\033 Grand Ave Civil Site Plan 11-11-22.dwg  
Date: Fri, Dec 16, 2022 - 9:56 AM (Name: jason)



SURVEY BY:



58 Exchange Street  
Binghamton, New York 13901  
Phone: 607.722.1100  
Fax: 607.722.2115  
Email: info@keystone.com  
www.keystone.com



THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EVIDENCE LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

SUBMITTAL / REVISIONS		DESCRIPTION		BY
No.	DATE			

PROJ. MANAGER:	JWS
CHIEF DESIGNER:	JWS
DESIGNED BY:	JWS
DRAWN BY:	JWS



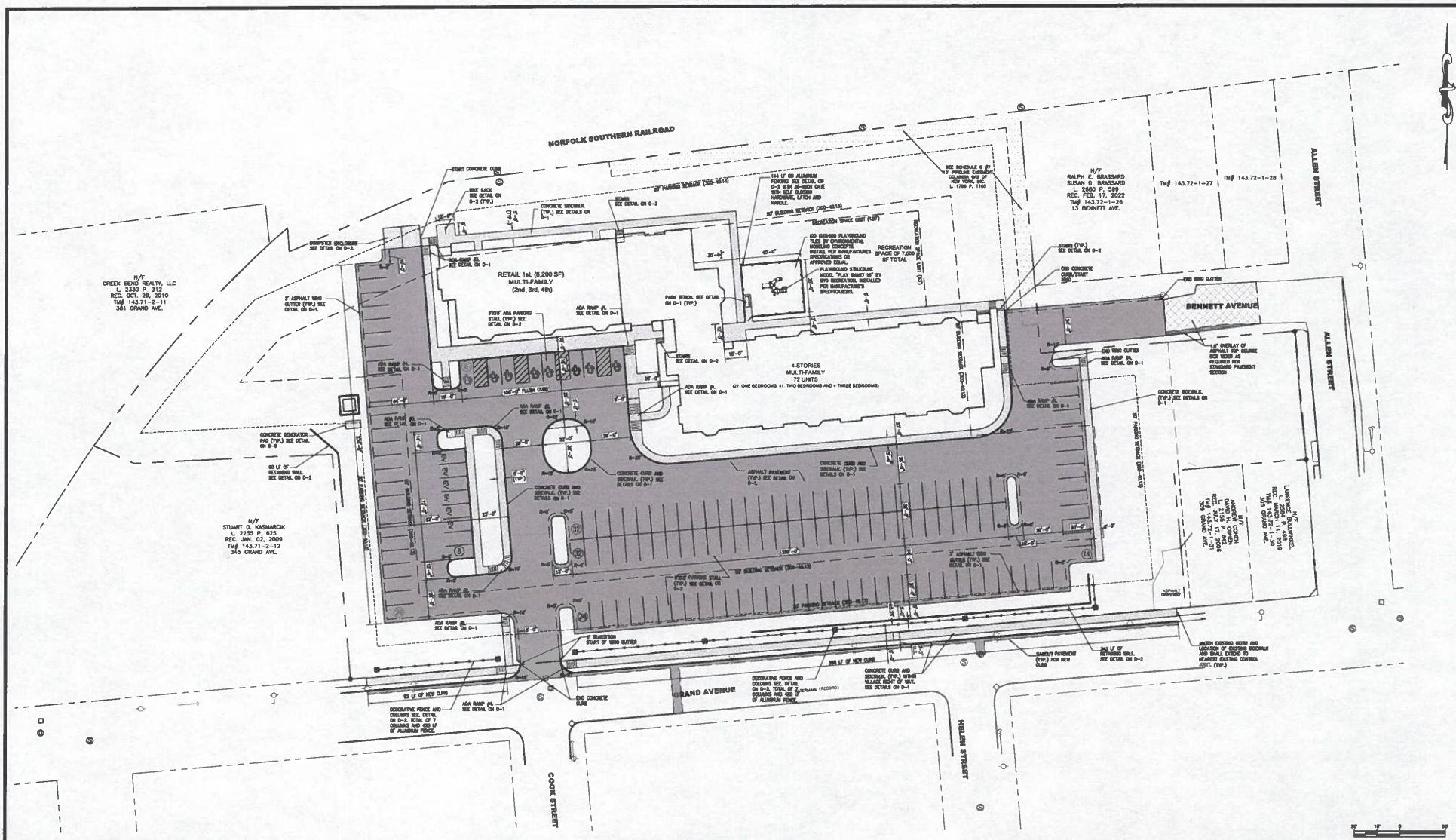
**EP LAND SERVICES LLC**  
621 COLUMBIA STREET- COHOES, NY 12047  
PHONE: 518-785-9000

**REGAN DEVELOPMENT  
EXISTING CONDITIONS  
& REMOVAL PLAN**  
333 GRAND AVE  
TAX PARCELS 143.72-1-29 & 143.71-2-13  
THE VILLAGE OF JOHNSON CITY  
NEW YORK

SCALE: 1"=30'  
PROJ. NO.: 2021-17E  
DATE: June 2022  
**C-3**

File Name: \\K:\Engineering\Projects\Other Clients\2021\0221-17E-Regan-Grand-Ave\04-Cad\143.72-1-29.dwg (Layout: C-3)  
Date: 06/01/2022 10:07 AM (Drawn: jws)

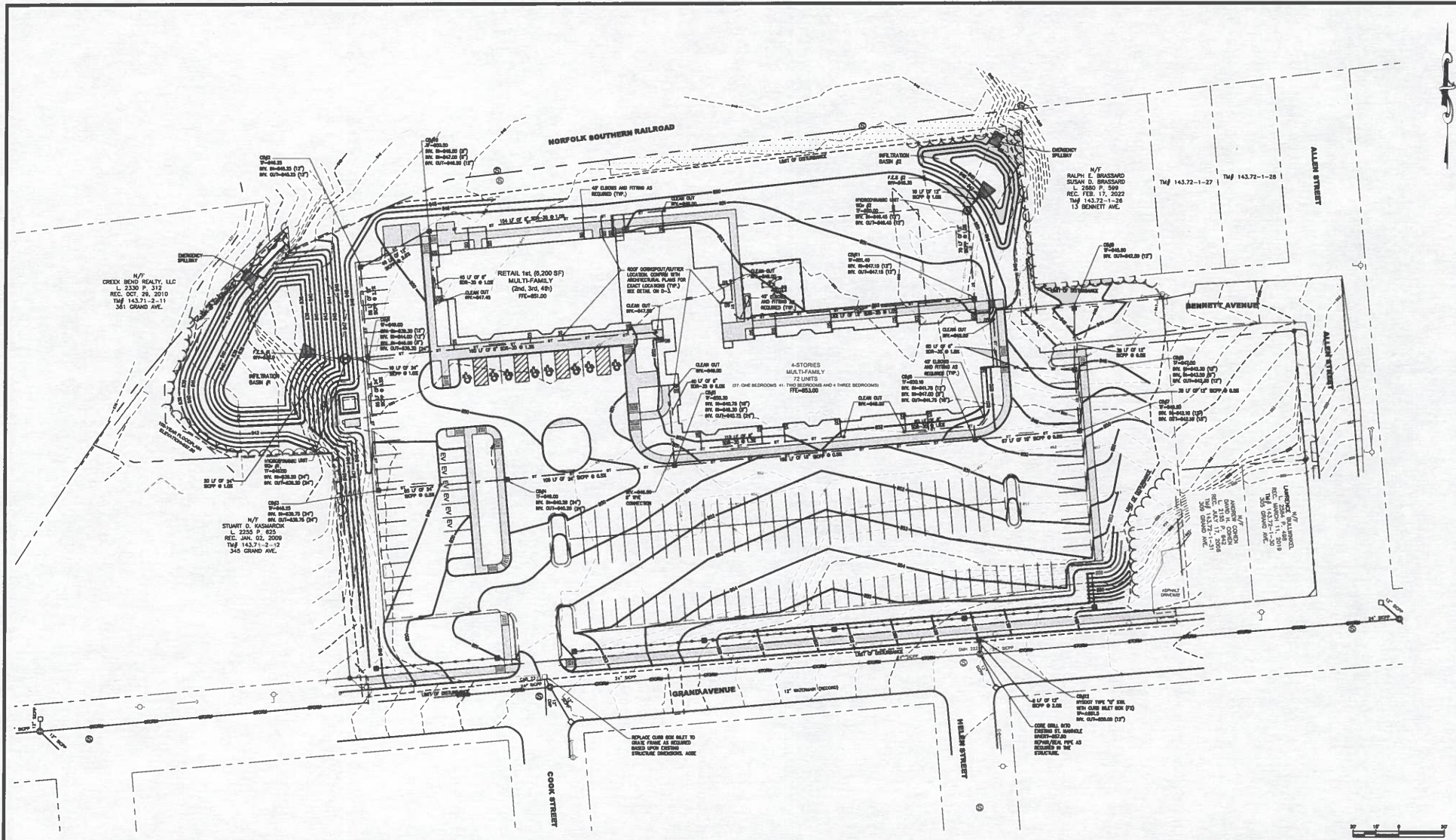




<p>THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.</p>				<p>NO. DATE DESCRIPTION</p> <table border="1"><thead><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		NO.	DATE	DESCRIPTION																															<p>BY: PROJ. MANAGER: JWS CHIEF DESIGNER: JWS DESIGNED BY: JWS DRAWN BY: JWS</p>		<p>SEAL: [Professional Seal of Jason M. Johnson, State of New York, No. 13086, Exp. 12/31/2024]</p>		<p>EP LAND SERVICES LLC 621 COLUMBIA STREET - COHOES, NY 12047 PHONE: 518-785-9000</p>		<p>REGAN DEVELOPMENT LAYOUT PLAN 333 GRAND AVE TAX PARCELS 143.72-1-20 &amp; 143.71-2-13 THE VILLAGE OF JOHNSON CITY NEW YORK</p>		<p>SCALE: 1"=30' PROJ. NO.: 2021-17E DATE: June 2022 C-4</p>	
NO.	DATE	DESCRIPTION																																														



File Name: C:\Engineering\Projects\Other Clients\2021\10221-0715-Regan-Grand Ave\04-Civil\14372-1-1-22.dwg (Layout C-5)  
Date: Fri, Dec 16, 2022 - 2:58 AM (Naima Jasson)



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SUBMITTAL / REVISIONS		DESCRIPTION		BY	
No.	DATE				

PROJ. MANAGER:	JMS
CHIEF DESIGNER:	JMS
DESIGNED BY:	JMS
DRAWN BY:	JMS





**EP LAND SERVICES LLC**  
621 COLUMBIA STREET - COHOES, NY 12047  
PHONE: 518-785-9000

**REGAN DEVELOPMENT**  
**GRADING AND DRAINAGE PLAN**  
333 GRAND AVE  
TAX PARCELS 143.72-1-29 & 143.71-2-13

THE VILLAGE OF JOHNSON CITY  
NEW YORK

SCALE: 1"=40'  
SHEET NO.: 2021-17E  
DATE: June 2022

**C-5**



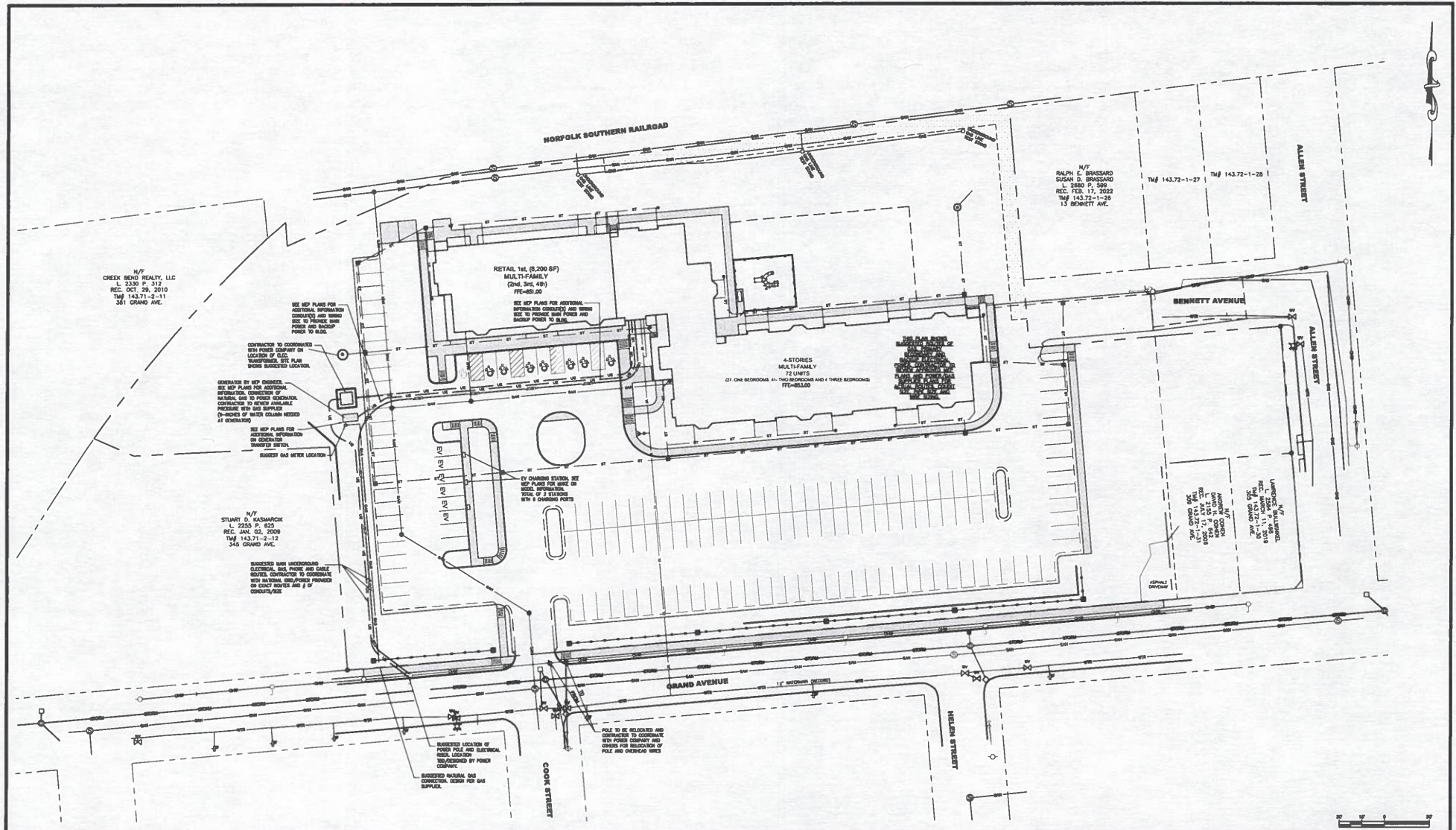








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Date: Fri, Dec 16, 2022, 2:58 AM (Native: Jester)



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SUBMITTAL / REVISIONS		DESCRIPTION	
No.	DATE		

BY: PROJ. MANAGER: JWS  
CHIEF DESIGNER: JWS  
DESIGNED BY: JWS  
DRAWN BY: JWS



**EP LAND SERVICES LLC**  
621 COLUMBIA STREET-COHOES, NY 12047  
PHONE: 518-785-9000

**REGAN DEVELOPMENT**  
**ELECTRICAL AND GAS PLAN**  
333 GRAND AVE  
TAX PARCELS 143.72-1-29 & 143.71-2-13  
THE VILLAGE OF JOHNSON CITY  
NEW YORK

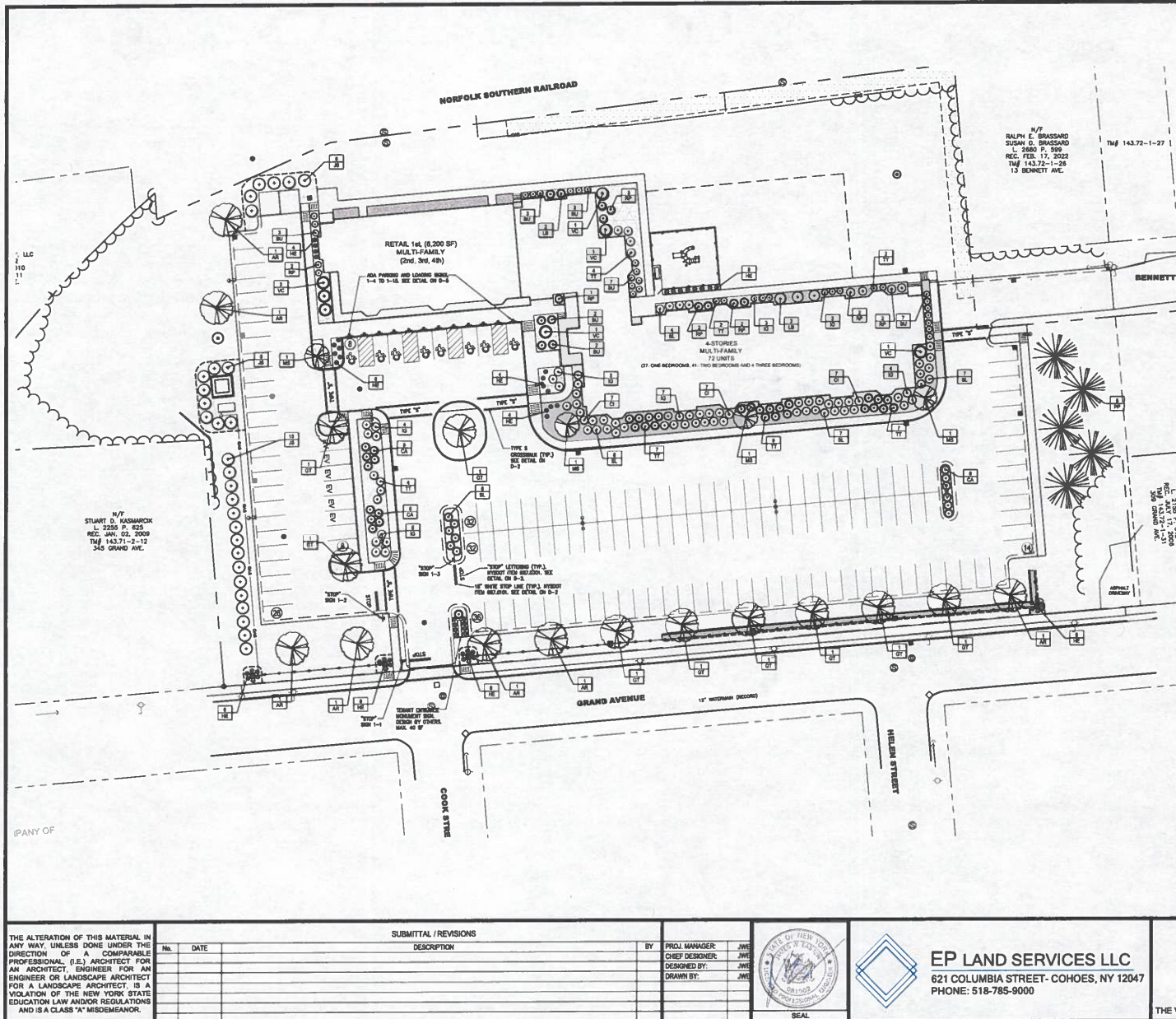
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SHEET NO.: 2021-17E  
DATE: June 2022  
**C-8**







File Name: I:\Engineering\Projects\0201\0201-0715-Regan-Grand-Ave\04-Cad\PA333 Grand Ave Civil Site Plan 1-11-22.dwg (Layout: C-10)  
Date: Fri, Dec 16, 2022 - 10:00 AM (Name: jason)



SIGN TEXT DATA TABLE				
DESIGNATION & COLOR	LOCATION	TEXT	ITEM#	SIZE / PAYMENT AREA (SEE NOTE 3)
R7-1 WHITE ON RED	1-1, 1-2, 1-3	STOP	845.5202	30" x 30" 0.25 SF
R7-1	1-5, 1-6, 1-11, 1-14	1	845.5102	12" x 18" 1.50 SF
R7-8	1-4, 1-6, 1-7, 1-8, 1-10, 1-12, 1-13, 1-15	8	845.5102	12" x 18" 1.50 SF
R7-8p	1-4, 1-6	8p	845.5102	18" x 9" 1.13 SF

**SHOULDER AND STRIPING NOTES:**  
1. ALL SHOULDER AND STRIPING SHALL CONFORM TO THE MUTCD, THE NEW YORK STATE SUPPLEMENT, AND/OR STANDARD SPECIFICATIONS AND STANDARD SHEETS.  
2. SIGN LOCATIONS AS SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL RELOCATE NEW SIGNS AND RELOCATE EXISTING SIGNS IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE MUTCD AND ITS SUPPLEMENT.  
3. THE AREA FOR SIGNS IS FROM THE APPLICABLE STANDARD SHEETS OR SIGN FACE LAYOUTS.  
4. SIGN POSTS SHALL BE OBTAINED FOR THE PROPOSED PROJECT IDENTIFICATION SIGNAGE INCLUDING ANY PROPOSED Pylon, Monument AND/OR BUILDING MOUNTED SIGNAGE. SIGNAGE SHALL BE IN SUBSTANTIAL CONFORMANCE WITH SHEET D-10 DETAIL D SIGN DETAILS.

#### LEGEND

YDSL - YELLOW DOUBLE SOLID LINE  
YBSL - YELLOW SOLID BROKEN LINE  
WEL - WHITE EDGE LINE

2 TO 3-INCHES OF CLEANED  
MINIMUM 1" TO 1 1/2" MINIMUM  
LANDSCAPING STONE WITH NEED  
MULCH

2 TO 3-INCHES OF DARK BROWN  
UN-SIFTED MULCH WITH NEED MULCH

TOPSOIL AND SEED

NEED MAT SHALL BE 4.1 OZ WOVEN  
POLYPROPYLENE OR APPROVED EQUAL

3-INCH x 8" THICK BLACK ALUMINUM  
CURBING BETWEEN SHOULDER AND  
STONE/MULCH

NOTE: ALL INDIVIDUAL TREES SHALL  
HAVE A 1/2" DIAMETER AND BE  
GROWN UP TREE FOR DETAILS

#### SOIL RESTORATION

DURING PERIODS OF RELATIVELY LOW TO MODERATE EROSION, THE RETURNED  
SUBSOILS ARE RETURNED TO ROUGH GRADE AND THE FOLLOWING STEPS APPLY:

1. APPLY 3 INCHES OF COMPOST OVER SUBSOIL.
2. ALL COMPOST AND MULCH TO BE 10" DEEP OF AT LEAST 10 INCHES USING  
A CAT-MOUNTED RIPPER, TRACTOR MOUNTED DISC, OR TILLER, WEED AND CIRCULATION  
AND COMPOST WITH SUBSOIL.
3. ROCK-PILE UNTIL UPLIFT STONE/ROCK MATERIALS OF FOUR INCHES AND LARGER  
SIZE ARE CLEARED OFF THE SITE.
4. APPLY TOPSOIL TO TOP OF 4 INCHES  
5. VEGETATE AS REQUIRED BY APPROVED PLAN.

AT THE END OF PROJECT AN INSPECTOR SHOULD BE ABLE TO PUSH A 3/4" METAL  
BAR 12" DEEP INTO SOIL JUST WITH BODY WEIGHT. BLUE STRIP 2 INCHES SHOULD  
NOT BE PERFORMED WITHIN THE 10' LINE OF ANY EXISTING TREES OR OTHER UTILITY  
INSTALLATIONS THAT ARE WITHIN 24 INCHES OF THE SURFACE.

COMPOST SHALL BE ADDED FROM PLANT OWNED MATERIALS, FREE OF VISIBLE WEEDS  
SEEDS, HAVE NO VISIBLE FREE WATER OR MUST PRODUCE WHEN HANDLED, PASS  
THROUGH A 1/2" HOLE SIEVE AND HAVE A PH SUITABLE TO GROWN DESIRED PLANTS.

TOPSOIL SHALL MEET THE SPECIFICATIONS OF NYSDOT TYPE "A" TOPSOIL OR PER  
DETAIL/SPECIFICATIONS PROVIDED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING EROSION AND SEDIMENT  
CONTROL TO PROTECT SURROUNDING WATER BODIES.

#### SHOULDER AND STRIPING NOTES:

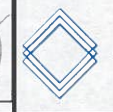
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PLANTING SCHEDULE				
ABRV	BOTANICAL NAME	COMMON NAME	QTY	SIZE
TREES				
AB	ACER RUBRA 'RED SUNSET'	RED MAPLE	7	3.0" CAL.
CI	OLEFRA 'BRASSARD'	HONEYLOCUST	8	3.0" CAL.
JD	JANIPERUS VIRGINIANA 'HYPOCOTY'	UPPERBERRY EASTERN RED CEDAR	10	12" H. HT.
JA	JANIPERUS 'BURNING'	UPPERBERRY	14	12" H. HT.
MA	MAHONIA 'KORONADO'	FLORIBUNDA CRABAPPLE	4	3.0" CAL.
PO	PICEA GLAUCOA	WHITE SPRUCE	0	10" HT.
PP	PICEA PARVIFLORA	COLORADO BLUE SPRUCE	8	10" HT.
SHRUBS - PERENNIALS				
BU	BURNING 'RED MOUNTAIN'	DOORWOOD	21	18" - 24"
CA	OLEFRA ALBA 'ALBA'	SUMACRECK	11	8 CAL.
CI	DOUGLAS ALBA 'WINDY HALL'	POWY HALL TATARIAN DOORWOOD	21	30" - 36" HT.
JD	JANIPERUS 'VIRGINIANA'	UPPERBERRY	28	3 CAL.
MA	MAHONIA 'KORONADO'	FLORIBUNDA CRABAPPLE	20	1 CAL.
JA	JANIPERUS 'VIRGINIANA'	UPPERBERRY	0	3 CAL.
LA	LYNCHIA 'DOUGLAS'	SPICEBUSH	7	8 CAL.
BP	BURNING 'RED MOUNTAIN'	DOORWOOD	14	30" - 36" HT.
CI	DOUGLAS ALBA 'WINDY HALL'	POWY HALL TATARIAN DOORWOOD	21	30" - 36" HT.
JD	JANIPERUS 'VIRGINIANA'	UPPERBERRY	28	3 CAL.
MA	MAHONIA 'KORONADO'	FLORIBUNDA CRABAPPLE	20	1 CAL.
PO	PICEA GLAUCOA	WHITE SPRUCE	0	10" HT.
PP	PICEA PARVIFLORA	COLORADO BLUE SPRUCE	8	10" HT.

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SUBMITTAL / REVISIONS			BY	PROJ. MANAGER	JWS
No.	DATE	DESCRIPTION			

PROJ. MANAGER: JWS  
CHIEF DESIGNER: JWS  
DESIGNED BY: JWS  
DRAWN BY: JWS



**EP LAND SERVICES LLC**  
621 COLUMBIA STREET - COHOES, NY 12047  
PHONE: 518-785-9000

**REGAN DEVELOPMENT  
LANDSCAPING, STRIPING  
& SIGNAGE PLAN**  
333 GRAND AVE  
TAX PARCELS: 143.72-1-29 & 143.71-2-13

THE VILLAGE OF JOHNSON CITY

NEW YORK

SCALE: 1"=30'  
PROJ. NO.: 2021-17E  
DATE: June 2022

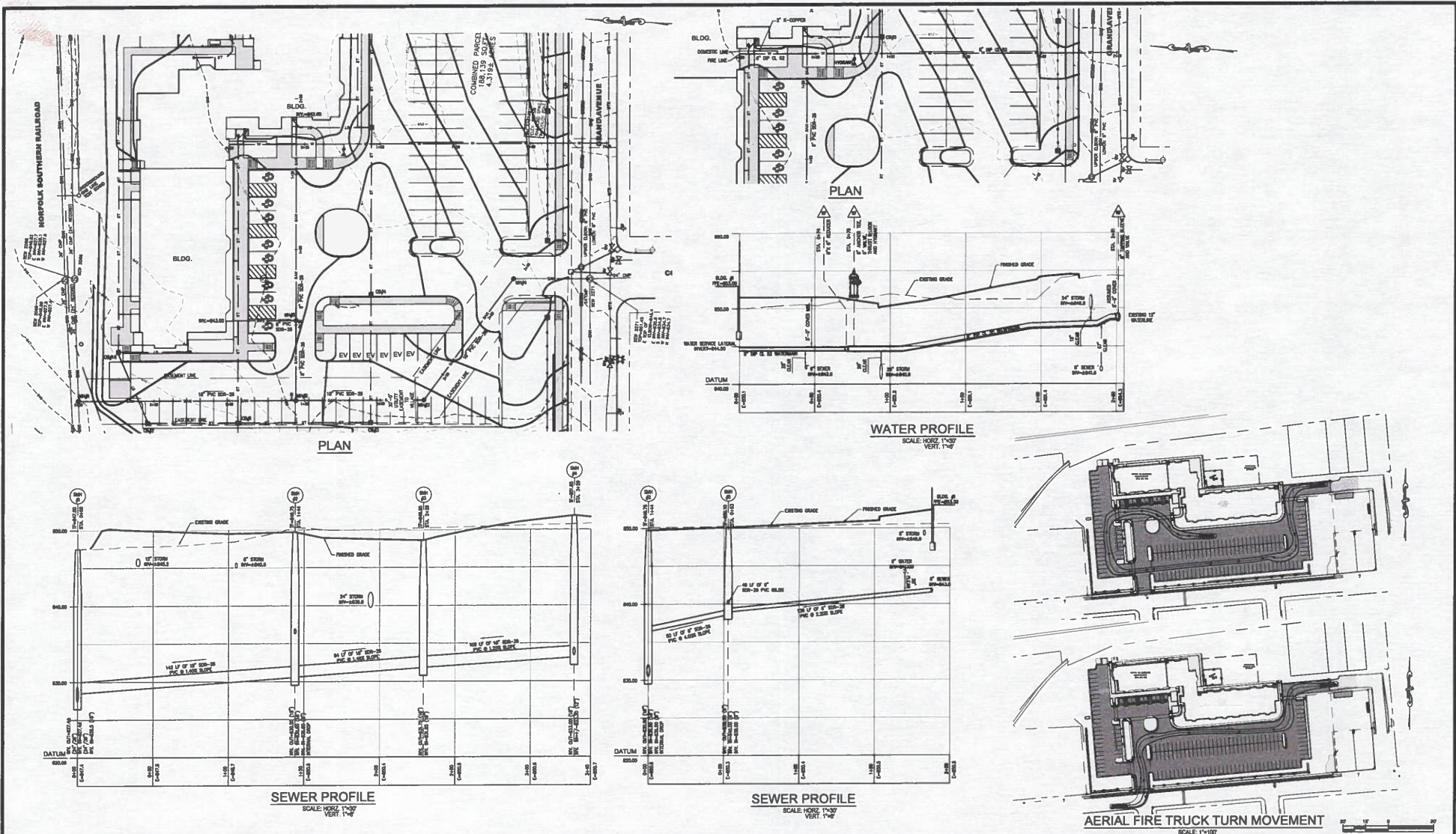
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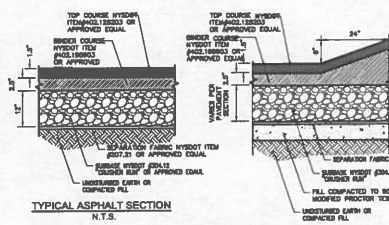


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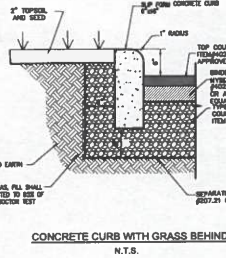


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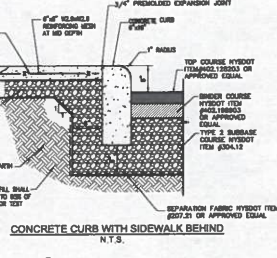




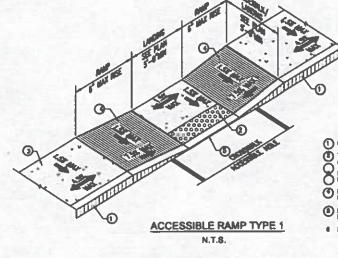
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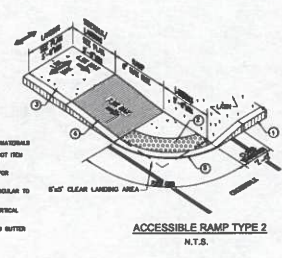
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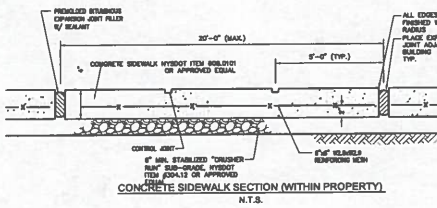
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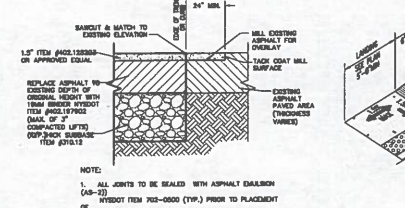
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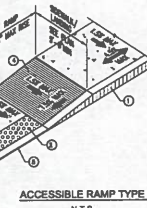
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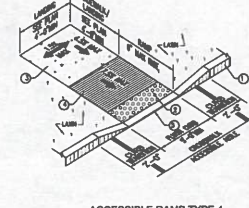
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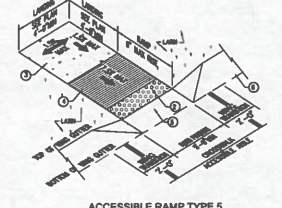
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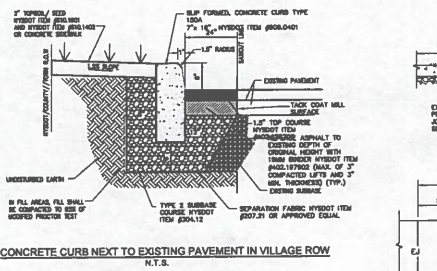
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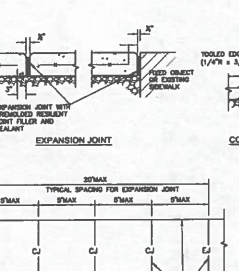
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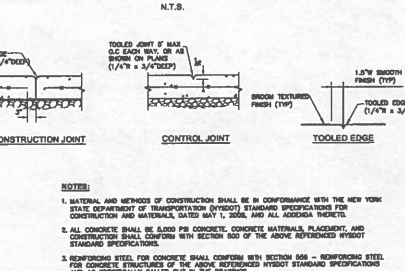
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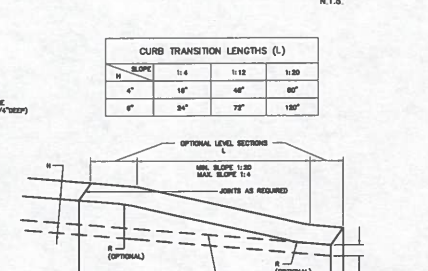
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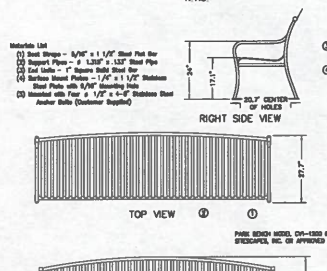
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N.T.S.



CONCRETE CURB WITH SIDEWALK BEHIND  
N.T.S.

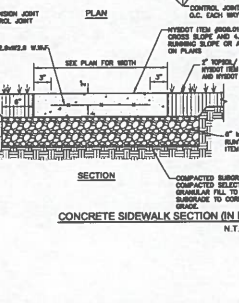


CURB TRANSITION LENGTHS (L)			
W	1:4	1:12	1:20
4"	16"	40"	80"
6"	24"	72"	120"

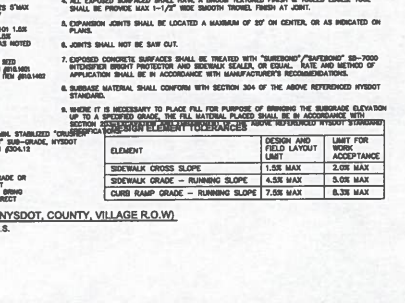


PARK BENCH  
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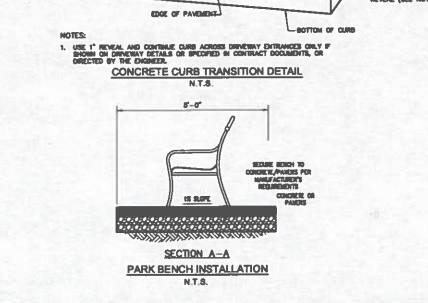
- ACCESSIBLE SIDEWALKS AND CURB RAMP NOTES:**
- DIMENSIONS SHOWN IN THE DETAILS AS MINIMUMS AND MAXIMUMS ARE THE LIMITS FOR DESIGN AND FIELD LAYOUT. DIMENSIONS SHALL NOT BE EXCEEDED WITHIN THE LIMITS FOR WORK ACCEPTANCE. SEE TABLE "DESIGN ELEMENT TOLERANCES".
  - TO CHECK FIELD LAYOUT AND TO VERIFY WORK ACCEPTANCE, ALL SLOPES AND GRADES WILL BE MEASURED WITH A 100' LONG LEVEL AND USED AT LEAST TWO READINGS. THE READINGS VARY, THE MEASUREMENTS WILL BE AVERAGED. GRADE (RUNNING SLOPE) WILL BE MEASURED ALONG THE CENTERLINE AND OFFSET 1' TO 14" FROM THE CENTERLINE. CROSS SLOPES WILL BE MEASURED PERPENDICULAR TO THE CENTERLINE AT 5' TO 10' INTERVALS.
  - GRADES (RUNNING SLOPES) ARE MEASURED IN THE DIRECTION OF FOOTSTRAFFIC TRAVEL. CROSS SLOPES ARE MEASURED PERPENDICULAR TO THE DIRECTION OF FOOTSTRAFFIC TRAVEL.
  - JOINTS BETWEEN SIDEWALKS, CURB RAMP, TURNING SPACES AND ROADSIDES SHALL BE FLUSH AND FREE FROM ANY VERTICAL CHANGES GREATER THAN 1/8" VERTICAL SURFACE DISCONTINUITIES BETWEEN 1" TO 2" SHALL BE DEVELOPED WITH A SLOPE NOT STEEPER THAN 1:1. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE JOINT.
  - THE CROSS SLOPE OF FOOTSTRAFFIC ACCESS ROUTES SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE.
  - THE RUNNING SLOPE OF FOOTSTRAFFIC ACCESS ROUTES SHALL BE 4% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE.
  - THE VERTICAL CURVE OF A CURB RAMP SHALL BE 4'.
  - THE GRADE (RUNNING SLOPE) OF A CURB RAMP SHALL BE A MAXIMUM OF 5% FOR THE GRADE FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE MAXIMUM VERTICAL RISE OVER THE LENGTH OF THE CURB RAMP FOR ACCEPTANCE SHALL BE 4'.
  - THE CROSS SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS POSSIBLE AND STILL PROVIDE POSITIVE DRAINAGE. THE CROSS SLOPE OF A CURB RAMP SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE.
  - WHERE A FOOTSTRAFFIC PATH CROSSES A CURB RAMP, FLARED SIDEWALK SHALL BE INSTALLED WITH A MAXIMUM SLOPE OF 5% FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE SLOPE OF THE FLARED SIDEWALK SHALL BE PARALLEL TO THE CURB LINE.



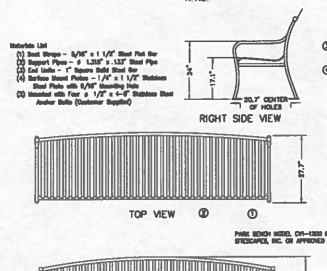
CONCRETE SIDEWALK SECTION (IN NYSDOT COUNTY, VILLAGE R.O.W.)  
N.T.S.



CONCRETE CURB WITH SIDEWALK BEHIND  
N.T.S.



CURB TRANSITION LENGTHS (L)			
W	1:4	1:12	1:20
4"	16"	40"	80"
6"	24"	72"	120"



PARK BENCH  
N.T.S.

SUBMITTAL / REVISIONS		DESCRIPTION		BY
No.	DATE			

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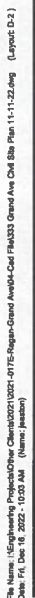


REGAN DEVELOPMENT		DETAILS	
333 GRAND AVE		TAX PARCELS 143.72-1-29 & 143.71-2-13	
THE VILLAGE OF JOHNSON CITY		NEW YORK	

SCALE: N.T.S.
PROJ. No.: 2021-17E
DATE: June 2022

D-1



[illegible]

THE VILLAGE OF JOHNSON CITY NEW YORK

SCALE: N.T.S.
PROJ. No.: 2021-17E
DATE: June 2022

D-2







<b>REGAN DEVELOPMENT</b>  <b>WORK ZONE TRAFFIC CONTROL</b>  333 GRAND AVE TAX PARCELS 143.72-1-29 & 143.71-2-13  OF JOHNSON CITY	SCALE: 1"=1'
	PROJ. No.: 2021-17E DATE: June 2022
	<b>WZ-1</b>





REGAN DEVELOPMENT  
DETAILS  
333 GRAND AVE  
TAX PARCELS 143.72-1-29 & 143.71-2-13  
THE VILLAGE OF JOHNSON CITY NEW YORK

SCALE: N.T.S.
PROJ. No.: 2021-17E
DATE: June 2022
D-4













## VILLAGE OF JOHNSON CITY

PLANNING DEPARTMENT

MUNICIPAL BUILDING

243 MAIN STREET • JOHNSON CITY, NY 13790

PHONE: (607)797-9098 FAX: (607) 798-9553

Mr. Larry Regan  
Regan Development  
1055 Saw Mill River Road #204  
Ardsley, NY 10501

August 26, 2022

Re: Site Plan Approval for Mixed-use Facility  
333 Grand Avenue & 154 Allen Street  
Tax Map # 143.71-2-13 and 143.72-1-29

Dear Mr. Regan:

On June 11, 2022, the Village of Johnson City Zoning Board of Appeals declared your application for a multi-use facility at 333 Grand Avenue and 154 Allen Street as a Type I Action under SEQRA and issued a negative declaration of environmental significance. On August 23, 2022, the Village of Johnson City Planning Board approved an application for site plan review of the proposed multi-use facility at 333 Grand Avenue and 154 Allen Street with the following stipulations:

- **Code Enforcement:**

- Building permit submittals to the Code Enforcement Office require licensed plumbers and electricians in the Village of Johnson City.
- All required on-going inspections of the facility shall be conducted.
- Temporary and permanent signage require a permit issued by the Code Enforcement Office.
- It is the responsibility of the property owner/manager to maintain a clean appearance of the facility including mowing/trimming grass and weeds, and removing snow and ice from the sidewalk surfaces.
- Garbage should be disposed of in accordance with the local laws. Any dumpsters for disposal of garbage will conform to section 236-20 of the Village Code.
- The complex will be required to be inspected bi-annually for compliance with the PMCNYS and local Village laws.

- **DPW & Water Department:**

- The Village requires separate domestic and fire services into the building. Due to the proposed building being mixed-use, they will also need to install testable backflow devices on both the domestic and the fire services. There are some additional items we would like to discuss with the applicant regarding the proposed water line. Please have them contact either Josh or Dennis in the near future to set up a meeting.



- **Fire Department:**

- The complex shall maintain a clear and unobstructed fire lane around the facility for apparatus to access the building.
- Owner required to be inspected annually for fire safety inspections. It is the owner's responsibility to provide the Fire Marshal with documented sprinkler and alarm testing.
- The owner shall install and maintain a 5-inch Storz fitting on all proposed Fire Department connections
- Supply and install a Knox box for Fire Department access to the facility.

- **Planning Department:**

- For any proposed signage, a sign permit application shall be submitted to the Building Permits office prior to installation. All temporary signs shall be reviewed and approved by the Code Enforcement Office prior to being placed on the property. Signs that flash, blink, rotate, or move are not permitted.
- Lighting
  - All outdoor lighting fixtures shall be shielded or otherwise contained on the property from which it originates (known as "light trespass limitations").
  - Parking lots. Parking lots shall not exceed light levels necessary for safety and for locating vehicles at night. The lighting plan shall be designed so that the parking lot is lit from the outside perimeter inward and/or incorporate design features with the intent of eliminating off-site light spillage.
  - Prior to the installation of any new outdoor lighting, cut sheets for outdoor lighting fixtures shall be submitted to the Code Enforcement Office for review and approval.
- The parking lot shall be striped and landscaped according to the approved site plan.
- Landscaping
  - All landscaping and plant material that is missing, dead, decaying, or injured as of September 30 shall be replaced by June 30 of the following year at the owner's expense. The replacement shall be of the same species and size unless otherwise approved.
  - All required landscaping shall be maintained in healthy condition by the property owner. Failure to maintain such landscaping or to replace dead or diseased landscaping required by this chapter shall constitute a violation of these regulations.
- Per Chapter 236-20(B), all dumpsters shall be kept in a place easily accessible to private collection contractors, shall be clean, neat, painted and kept in good repair; any spilled materials are the responsibility of the property owner or occupant and shall be cleaned immediately. No garbage, rubbish, trash, yard waste or other items of refuse shall be located outside of a dumpster. All dumpsters located on a property for reasons other than temporary construction shall be fully enclosed and all doors and lids must be in working order and lids must be securely closed at all times. Dumpsters not in use must be removed within 30 days.
- Per Chapter 236-20(D), the collection of garbage or other material from dumpsters shall not commence on any day prior to the hour of 6:00 a.m. nor past the hour of 9:00 p.m.
- Site plan approval shall be valid for 18 months, unless substantial improvements have been made pursuant to the approved site plan.
- The applicant shall be required to acknowledge all of the above conditions, in writing, prior

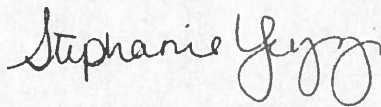


333 Grand Ave & 54 Allen St – SP Approval

to the issuance of a Building Permit or Certificate of Compliance, whichever shall come first. The applicant shall agree to follow stipulations of approval in strict accordance with the site plan approved by the Planning Board. Changes to the use following approval may require a new special permit or site plan review, depending on the change.

Please review this Letter of Approval, sign below to certify that you understand and agree to the stipulations, and return it to Kim Cunningham at the Village of Johnson City. If you have any questions, please do not hesitate to contact Kim at (607) 797-9098.

Most sincerely,



Stephanie Yezzi, CFM  
Director of Planning

I, Lawrence REGAN do hereby agree to adhere to all the  
Print Name

conditions described in this Letter of approval.

[Signature]  
Signature

8/26/22  
Date

cc: Gabe Regan, Regan Development  
Jamie Easton, EP Land Services LLC  
Randy Shear, Code Enforcement Officer  
Joshua Holland, Director of Public  
Services Robert Blakeslee, Fire Marshal  
Kim Cunningham, Village Deputy Clerk  
Keegan Coughlin, Attorney for the Village





**VILLAGE OF JOHNSON CITY**  
MUNICIPAL BUILDING  
243 MAIN STREET, JOHNSON CITY, NY 13790  
[www.villageofjc.com](http://www.villageofjc.com)

**Village Board**

Martin Meaney, Mayor  
Deputy Mayor Clark Giblin

Trustee John Walker      Trustee Adam Brown      Trustee Mary Jacyna

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**Minutes of a Regular Meeting of the Johnson City Village Board held at Village Hall, 1<sup>st</sup> Floor  
Training Room, 243 Main Street, Johnson City, NY on Tuesday, March 1, 2022 at 7:30 p.m.**

**Present:**      Martin Meaney, Mayor  
                    Clark Giblin, Deputy Mayor  
                    Adam Brown, Trustee  
                    Mary Jacyna, Trustee  
                    John Walker, Trustee

**Absent:**      None

**Also Present:** Cheryl Sacco, Legal Counsel  
                    Brittany Perkins, Village Clerk/Treasurer  
                    Deputy Treasurer Thomas Johnson

Mayor Meaney led the Pledge of Allegiance.

Mayor Martin Meaney called the meeting to order at 7:30pm and noted the fire exits.

**MAYOR'S ANNOUNCEMENTS**

- [1] The Village Zoning Board Meeting will be held Monday, March 14, 2022 at 7:30pm with a work session at 7:00pm.
- [2] The next regular Village Board Meeting will be Tuesday, March 15, 2022 at 7:30pm with a work session at 5:30pm.
- [3] The Binghamton St. Patrick's Day Parade will be held Saturday, March 5, 2022 starting at 1:30pm and preceded by a mass at St. Mary's, Court Street in Binghamton.

**APPROVAL OF BOARD MINUTES**

- [1] February 15, 2022 Village Board Meeting Minutes

A motion to approve the February 15, 2022 Board Meeting Minutes was made by Trustee Walker and seconded by Trustee Giblin. The motion carried with all those present voting in the affirmative.

**BIDS** – None

**PUBLIC HEARINGS**

- [1] Local Law Approving the Adoption of Local Law No. 4 Rezoning 333 Grand Avenue from the



Industrial District to the Neighborhood Commercial District.

Mayor Meaney opened the public hearing to the attendees.

James Easton, Director of Land Development at EP Land Services, LLC spoke regarding the project and representing Regan Development:

- Proposed mixed-use building, currently is zoned in Industrial District
- Asking for a down-zoning of parcel
- Target Population
  - Same as Century Sunrise
  - 72 units, approximately 6,000 sq ft of commercial space
  - 40% - 80% mean income
  - Workforce housing, not Section 8

Mayor Meaney closed the public hearing.

**PETITIONS RECEIVED** – None

**PRIVILEGE OF THE FLOOR – VISITORS**

Mayor Meaney opened the privilege of the floor to the attendees.

Judy Diamond, *Riverside Drive* – Enjoy reading the monthly report to know what is going on

Peggy Harper, *N. Hudson Street* – Village enjoy what is going on. Why has the newsletter ended?

Mayor Meaney responded the department heads are Quarterly newsletter.

Corina Johnson, *Cook Street* – Newsletter compared to minutes

Christina Diamond – Issue is there is a big disconnect between the Villagers and the Officials that has created a divide. Communication and transparency is key.

Mayor Meaney answered the Board has no secrets. His door is always open.

Siri Rake, *Arthur Avenue* – Newsletter was how people found out what was going on. Looking for more communication since the newspaper isn't there anymore. The Board should be concerned with all businesses in the Village.

Linnette Vasisko, *Grand Avenue* – Newsletter kept people informed and made people understand what was going on.

Judy Diamond, *Riverside Drive* – One months to three months, there may be something in there that is important but after three months has gone by no reason to ask questions because it's already gone by.

Trustee Walker addressed the Facebook post and the Board takes exception to the negative comments about the Board. The Board members put their time in time and time again. They are not in it for the money, they are in it to make the Village better.

Peggy Harper, *N. Hudson Street* – Facebook page was not meant to downgrade people.

Mayor Meaney closed the privilege of the floor.



## **COMMUNICATIONS**

A motion to accept and file the following Communications was made by Trustee Giblin and seconded by Trustee Walker. The motion carried with all those present voting in the affirmative.

- [1] Correspondence from Charlene Jones of 277 Grand Avenue dated February 14, 2022 regarding forgiveness of bill for a radio read meter base.
- [2] Correspondence from Mark Grohman of 27 Sherman Street regarding forgiveness of bill for refuse disposal and a code violation.

## **COMMITTEE/BOARD REPORTS** - None

## **DEPARTMENT REPORTS**

A motion to accept and file the following Department Reports were made by Trustee Walker and seconded by Trustee Giblin. The motion carried with all those present voting in the affirmative.

- [1] Police Department Overtime Report for the weeks of February 3, 2022 – February 24, 2022
- [2] Police Department Monthly Report for January

## **PAYROLL AND BILLS PRESENTED**

A motion to approve Abstract #16 of the 2021 – 2022 fiscal bills as stated and/or amended, removing one bill for \$1,219 making the General Fund's total \$702,952.06 and attached to the work session minutes and recorded as part of the work session minutes, having been audited by the Board and approved, was made by Trustee Walker and seconded by Trustee Jacyna. The motion carried with all those present voting in the affirmative.

Motion Carried – Vote:

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

GENERAL FUND	\$702,952.06
WATER FUND	\$103,510.56
SEWER FUND	\$42,353.18
REFUSE FUND	\$27,248.33
JSTP	\$14,041.83
VARPUR	\$26,311.76
CAPITAL	\$0
DEBT SERVICE	\$0

## **UNFINISHED BUSINESS**

### **Resolution 55 of 2022**

A motion to approve the Binghamton-Johnson City Joint Sewage Board's request that the Owners pass legislation to amend the 2021 Budget to increase the appropriations on the Legal Services BAF line (J8130.54430.J0BAF) by \$900,000 and request the City Comptroller to encumber the unspent balance into 2022 Budget with the offset credits of \$340,000 from Reimburse Village Debt Service (J8130.54001.JG) of \$340,000, Reimburse City Debt Service (J8130.54001.JZ) of \$260,000, Contingency (J8130.55000) of \$136,000, Health Insurance – Retirees (J9060.58002.C) of \$130,000 and Maintenance Agreements



(J8130.54656) by \$34,000 was made by Trustee Brown and seconded by Trustee Walker.

Motion Failed – Vote:

Ayes – 0      Nays – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Absent – 0

*Discussion:* Mayor Meaney explained Johnson City and Binghamton’s credit doesn’t feel it’s fair or equitable to the Village of Johnson City so he will stand in opposition to this. Trustee Giblin added the \$900,000 they are trying to move around is for future legal fees they anticipate us spending on the current litigation and we don’t know if that is credible.

**NEW BUSINESS**

**FINANCE & RULES**

**Resolution 56 of 2022**

A motion to approve the following resolution was made by Trustee Walker and seconded by Trustee Brown.

Motion Carried – Vote:

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

**A RESOLUTION APPROVING THE ADOPTION OF LOCAL LAW NO. 4-2022**

**WHEREAS**, notice was given that the Village Board scheduled a public hearing for March 1, 2022 at 7:30 p.m. for Local Law No. 4 of the year 2022 entitled “A LOCAL LAW REZONING 333 GRAND AVENUE FROM THE INDUSTRIAL DISTRICT TO THE NEIGHBORHOOD COMMERCIAL DISTRICT”; and

**WHEREAS**, notice of said public hearing was duly advertised in the official newspaper of the Village and posted on the Village Clerk’s sign board; and

**WHEREAS**, the Local Law was referred to the Village Planning Board and it recommended approval of the law; and

**WHEREAS**, the Broome County Planning Department reviewed the Local Law pursuant to GML § 239-m, and found no significant county-wide impacts; and

**WHEREAS**, said public hearing was duly held on the 1st day of March, 2022 at 7:30 p.m. and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed Local Law, or any part thereof; and

**WHEREAS**, pursuant to Part 617 of the implementing regulations of the State Environmental Quality Review Act, it has been determined by the Village Board that this is an Unlisted Action as defined under said regulations. The Village Board has considered the possible environmental impacts of the action, concluded that it will not have a significant adverse impact on the environment, and adopts a negative declaration with respect to the same; and

**WHEREAS**, the Village Board, after due deliberation, finds it in the best interest of the Village to adopt said Local Law.



**NOW, THEREFORE, BE IT RESOLVED** that the Village Board hereby adopts said Local Law as Local Law No. 4 of 2022 entitled “A LOCAL LAW REZONING 333 GRAND AVENUE FROM THE INDUSTRIAL DISTRICT TO THE NEIGHBORHOOD COMMERCIAL DISTRICT”, a copy of which is attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** the Village Clerk be and hereby is directed to enter said Local Law in the minutes of this meeting and to give due notice of the adoption of said Local Law to the Secretary of State; and

**BE IT FURTHER RESOLVED** that this resolution will take effect immediately upon filing with the Department of State.

#### **Resolution 57 of 2022**

A motion to approve the following resolution was made by Trustee Giblin and seconded by Trustee Jacyna.

Motion Carried – Vote:

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

#### **RESOLUTION INTRODUCING A PROPOSED LOCAL LAW**

WHEREAS, a local law entitled “A LOCAL LAW AMENDING THE VILLAGE CODE REGARDING REPEAT OFFENDER FEES” was introduced at this meeting; and

WHEREAS, the Village Board desires to hold a public hearing with respect to the adoption of said Local Law.

NOW, THEREFORE, BE IT RESOLVED that a public hearing will be held by the Village Board of the Village of Johnson City with respect to the adoption of the aforesaid Local Law at 7:30 p.m. on March 15, 2022; and it is further

RESOLVED, that the Village Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

#### **Resolution 58 of 2022**

A motion to approve the following resolution was made by Trustee Giblin and seconded by Trustee Jacyna.

Motion Carried – Vote:

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

#### **RESOLUTION INTRODUCING A PROPOSED LOCAL LAW**

WHEREAS, a local law entitled “A LOCAL LAW ADDING A NEW CHAPTER 255 ENTITLED ‘TAX EXEMPTION FOR COLD WAR VETERANS’” was introduced at this meeting; and

WHEREAS, the Village Board desires to hold a public hearing with respect to the adoption of said Local Law.



NOW, THEREFORE, BE IT RESOLVED that a public hearing will be held by the Village Board of the Village of Johnson City with respect to the adoption of the aforesaid Local Law at 7:30 p.m. on March 15, 2022; and it is further

RESOLVED, that the Village Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

## Resolution 59 of 2022

A motion to approve the following resolution was made by Trustee Walker and seconded by Trustee Jacyna.

**Motion Carried – Vote:**

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

WHEREAS, the Village Board adopted Local Law No. 16-2018 amending §236-14C which permits the Village Board to increase or decrease fees by resolution of the Board; and

**WHEREAS, pursuant to §236-14C of said Local Law, the Board hereby makes the following changes:**

Special refuse collection fee: \$250.00 minimum or the actual cost of the scheduled or unscheduled special pickup, whichever is greater

**WHEREAS, the remaining fees are unchanged.**

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Johnson City hereby increases the fee set forth herein, and it shall become effective with the next regular billing cycle; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

**Discussion:** Mayor Meaney explained this is for the people who put out garbage when they aren't supposed to and we have to send a crew out to pick it up so it's not sitting on the curb all the time. This is exactly what it costs us to pick it up so we have to adjust our fees to make sure we are getting enough back from the people who are violating the law. Trustee Giblin adds it includes the overtime calculations.

**Resolution 60 of 2022**

A motion to authorize forgiveness of a bill to Esther Michael for 277 Grand Avenue, in the amount of \$72.50 for a replaced cracked/frozen 5/8" x 3/4" Radio Read Meter Base was made by Trustee Walker and seconded by Trustee Brown.

**Motion Failed – Vote:**

Ayes – 0      Nays – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Absent – 0

*Discussion:* Trustee Giblin explained this is the second time this meter has been replaced. The Village replace the first one due to pressure at our cost. The second one was due to being frozen.

**Resolution 61 of 2022**

A motion to authorize forgiveness of bill to Mark Grohman, 27 Sherman Street in the amount of \$105.00



for disposal of refuse and \$200.00 for code violation for a total of \$305.00 was made by Trustee Giblin and seconded by Trustee Walker.

Motion Failed – Vote:

Ayes – 0      Nays – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Absent – 0

### **PUBLIC SAFETY**

**FIRE (Trustees Giblin & Meaney)** – No new business

**POLICE (Trustees Giblin & Meaney)**

### **Resolution 62 of 2022**

A motion to appoint Michael V. Agati to the Johnson City Police Department from Broome County Personnel Eligible List #67-224 at the base starting salary as outlined in the collective bargaining agreement, to be effective March 10th, 2022, contingent upon the results of the physical and psychological exams, and final approval from Broome County Civil Service was made by Trustee Brown and seconded by Trustee Jacyna.

Motion Carried – Vote:

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

### **PUBLIC WORKS (Trustees Giblin & Walker)**

### **Resolution 63 of 2022**

A motion to authorize the Director of Public Services to sign the N. Broad St Water Line Replacement Supplemental Agreement #1 with Delta Engineers, Architects, & Surveyors in the amount of \$6,500.00 for added professional engineering design services was made by Trustee Brown and seconded by Trustee Walker.

Motion Carried – Vote:

Ayes – 5 (Jacyna, Brown, Giblin, Walker, Meaney)      Nays – 0      Absent – 0

**RECREATION (Trustees Giblin & Walker)** – No new business

**PLANNING, ZONING & CODE ENFORCEMENT (Trustees Brown & Meaney)** – No new business

**JOINT SEWAGE TREATMENT BOARD (Trustees Brown & Giblin)** – No new business

### **ADJOURNMENT**

Mayor adjourned the meeting at 8:17 pm.

---

Brittany Perkins  
Village Clerk/Treasurer

Recordings of the Village Board meetings and work sessions  
are available for review through the Village Clerk/Treasurer's Office



August 2, 2022

Larry Regan  
Regan Development Corporation  
1055 Saw Mill River Road #204  
Ardsley, NY 10501

Re: Area Variance Approval for Building Height Variance  
333 Grand Ave  
Johnson City, NY 13790  
Tax Map # 143.71-2-13 and 143.72-1-29

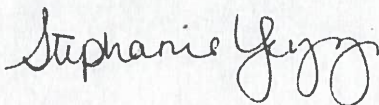
Dear Mr. Regan,

On Monday, July 11, 2022, the Village of Johnson City Zoning Board of Appeals approved the requested variance for the mixed-use building at 333 Grand Avenue. The approved variance includes an 18-foot building height relief. The height variance was approved with the following stipulations:

- 1) The applicant shall submit a zoning application for any future changes in landscaping, parking and any new additions or substantial alternations to the building itself.
- 2) The applicant shall be required to acknowledge the above condition, in writing.

**Please review this Letter of Approval, and sign to certify that you understand and agree to the stipulations,** and return it to the Village of Johnson City Planning Department. If you have any questions, please do not hesitate to contact me at (607) 797-9098.

Most sincerely,



Stephanie Yezzi, CFM  
Director of Planning

I, Larry Regan, do hereby agree to adhere to  
Print Name  
all the conditions described in this Letter of Approval.

[Signature] 8/9/22  
Signature Date



cc: J. Holland, Director of Public Services  
B. Blakeslee, Fire Marshal  
R. Shear, Code Enforcement Officer  
K. Cunningham, Village Deputy Clerk  
K. Coughlin, Attorney for the Village



August 2, 2022

Larry Regan  
Regan Development Corporation  
1055 Saw Mill River Road #204  
Ardsley, NY 10501

Re: Area Variance Approval for Parking and Parking Setback  
333 Grand Ave  
Johnson City, NY 13790  
Tax Map # 143.71-2-13 and 143.72-1-29

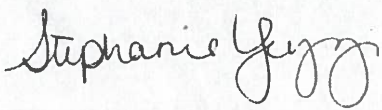
Dear Mr. Regan,

On Monday, July 11, 2022, the Village of Johnson City Zoning Board of Appeals approved the requested variance for the mixed-use building at 333 Grand Avenue. The approved variance includes parking in front yard and 9-foot parking setback relief. The variance was approved with the following stipulations:

- 1) The applicant shall submit a zoning application for any future changes in landscaping or parking as well as any new additions or substantial alternations to the building itself.
- 2) The applicant shall be required to acknowledge the above condition, in writing.

**Please review this Letter of Approval, and sign to certify that you understand and agree to the stipulations,** and return it to the Village of Johnson City Planning Department. If you have any questions, please do not hesitate to contact me at (607) 797-9098.

Most sincerely,



Stephanie Yezzi, CFM  
Director of Planning

I, Larry REGAN, do hereby agree to adhere to  
all the conditions described in this Letter of Approval.

[Signature] 8/4/22  
Signature Date



cc: J. Holland, Director of Public Services  
B. Blakeslee, Fire Marshal  
R. Shear, Code Enforcement Officer  
K. Cunningham, Village Deputy Clerk  
K. Coughlin, Attorney for the Village



August 2, 2022

Larry Regan  
Regan Development Corporation  
1055 Saw Mill River Road #204  
Ardsley, NY 10501

Re: Area Variance Approval for Reduction of Landscape Islands  
333 Grand Ave  
Johnson City, NY 13790  
Tax Map # 143.71-2-13 and 143.72-1-29

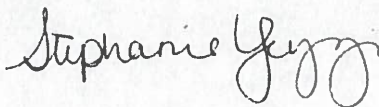
Dear Mr. Regan,

On Monday, July 11, 2022, the Village of Johnson City Zoning Board of Appeals approved the requested variance for the mixed-use building at 333 Grand Avenue. The approved variance includes a reduction in the number of landscape islands. The variance was approved with the following stipulations:

- 1) The applicant shall submit a zoning application for any future changes in landscaping or parking as well as any new additions or substantial alternations to the building itself.
- 2) The applicant shall be required to acknowledge the above condition, in writing.

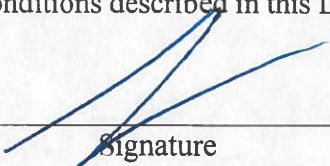
**Please review this Letter of Approval, and sign to certify that you understand and agree to the stipulations,** and return it to the Village of Johnson City Planning Department. If you have any questions, please do not hesitate to contact me at (607) 797-9098.

Most sincerely,



Stephanie Yezzi, CFM  
Director of Planning

I, Larry Regan, do hereby agree to adhere to  
Print Name  
all the conditions described in this Letter of Approval.

  
Signature

8/4/22  
Date



cc: J. Holland, Director of Public Services  
B. Blakeslee, Fire Marshal  
R. Shear, Code Enforcement Officer  
K. Cunningham, Village Deputy Clerk  
K. Coughlin, Attorney for the Village



August 2, 2022

Larry Regan  
Regan Development Corporation  
1055 Saw Mill River Road #204  
Ardsley, NY 10501

Re: Area Variance Approval for Rear and Side Setback Variances  
333 Grand Ave  
Johnson City, NY 13790  
Tax Map # 143.71-2-13 and 143.72-1-29

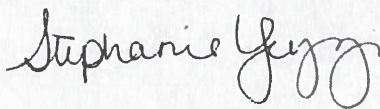
Dear Mr. Regan,

On Monday, July 11, 2022, the Village of Johnson City Zoning Board of Appeals approved the requested variance for the mixed-use building at 333 Grand Avenue. The approved variance includes a 14-foot rear and 19-foot side setback variance. The variance was approved with the following stipulations:

- 1) The applicant shall submit a zoning application for any future changes in landscaping or parking as well as any new additions or substantial alternations to the building itself.
- 2) The applicant shall be required to acknowledge the above condition, in writing.

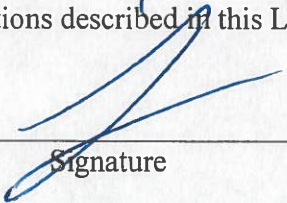
**Please review this Letter of Approval, and sign to certify that you understand and agree to the stipulations,** and return it to the Village of Johnson City Planning Department. If you have any questions, please do not hesitate to contact me at (607) 797-9098.

Most sincerely,



Stephanie Yezzi, CFM  
Director of Planning

I, Larry Regan, do hereby agree to adhere to  
Print Name  
all the conditions described in this Letter of Approval.

  
Signature

8/4/22  
Date



cc: J. Holland, Director of Public Services  
B. Blakeslee, Fire Marshal  
R. Shear, Code Enforcement Officer  
K. Cunningham, Village Deputy Clerk  
K. Coughlin, Attorney for the Village



## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT**, dated as of September 30, 2022, by and between THE VILLAGE OF JOHNSON CITY, with offices at 243 Main Street, Johnson City, New York 13790 ("Seller"), and REGAN DEVELOPMENT CORP., a New York corporation, having an address at 1055 Saw Mill River Road, Suite 204, Ardsley, New York 10502 ("Purchaser").

### **W I T N E S S E T H:**

**WHEREAS**, Seller is the owner of certain real property located in the Village of Johnson City, County of Broome, State of New York, commonly known as (i) 333 Grand Avenue (tax map parcel number 143.71-2-13), and (ii) 154 Allen Street (tax map parcel number 143.72-1-29), and being more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Property"); and

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

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

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

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

#### **1. PROPERTY/PROJECT.**

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

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

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



The Purchaser intends to develop and construct on the Property an affordable housing project consisting of approximately 72 units of workforce rental housing and approximately 6,500 square feet of commercial space on the ground floor for local community use (the "Project"). The Project may be modified in Purchaser's discretion based on market conditions, financing availability and requirements, the Existing Approvals, the Project Approvals (as defined herein) and other relevant considerations, subject to the reasonable approval of any changes by the Seller in accordance with the Purchaser's response to the RFP.

**2. DATE OF THIS AGREEMENT.**

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

**3. PURCHASE PRICE AND DEPOSIT.**

(a) The purchase price for the Property is Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) (the "Purchase Price").

(b) Upon the signing of this Agreement, Purchaser shall provide an initial deposit in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) (the "Deposit"), said deposit to be held in escrow by [Coughlin & Gerhart, LLP, 99 Corporate Drive, Binghamton, New York 13904 (the "Escrow Agent") at [\*\*\*]. The parties hereby acknowledge and agree that the Deposit shall be a credit against the Purchase Price and shall be held by the Escrow Agent pursuant to the terms and conditions set forth in this Agreement.

(c) In the event the Closing shall fail to occur by the end of February 2023, the Purchase Price shall be increased to One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00). On March 1, 2023 in the event the Closing has not occurred, the Purchaser shall increase the deposit by Thirty Thousand and 00/100 Dollars (\$30,000.00) to a total of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00). At such time the increase in the deposit shall become non-refundable, while the original deposit shall remain as a refundable deposit.

**4. DELIVERY OF THE DEED AND CLOSING.**

(a) Delivery of the deed conveying title as set forth below and all other closing instruments (the "Closing") shall take place at the offices of Purchaser's lending institution, its attorneys or via mail and shall occur no later than February 23, 2023 (the "Initial Closing Date"). In the event the Closing does not occur by the Initial Closing Date, the parties hereby agree that Purchaser shall have the right, but not the obligation, provided that Purchaser is not in default hereunder, to extend the Initial Closing Date to a date on or before June 30, 2024 (the "Extended Closing Date"), provided that (i) Seller is notified of such extension by Purchaser no later than thirty (30) days prior to the Initial Closing Date. The Initial Closing Date and the Extended Closing Date may each be referred to herein as a "Closing Date".



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

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

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

## **5. CONDITION OF TITLE.**

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

(b) If, as of the Closing Date, there are any Exceptions which Seller is obligated hereunder to pay or discharge, Seller shall either deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy of record such Exceptions, together with the cost of recording or filing said instruments, or, provided that Seller has made or makes arrangements with the Title Company at or in advance of the Closing, Seller may deposit with the Title Company sufficient monies, acceptable to and required by the Title Company, or bond such Exceptions, to



insure Purchaser, without additional premium, that title is free of any such Exceptions and to insure Purchaser's lender(s), without additional premium, that title is free of any such Exceptions. If Seller is unable to transfer title to Purchaser in accordance with this Agreement, Purchaser shall have the option, in its sole and absolute discretion, to waive same and close title with an abatement of the Purchase Price, or cancel this Agreement, in which case Escrow Agent shall promptly disburse the Deposit to Purchaser.

**6. POSSESSION; CONDITION.**

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

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

**7. ADJUSTMENTS AND TRANSFER TAXES.**

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

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

**8. REPRESENTATIONS AND WARRANTIES.**

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

(i) Intentionally Omitted;

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

(a) Due Diligence. For a period of one hundred eighty (180) days from the Effective Date (the "Due Diligence Period"), Seller hereby agrees that Purchaser, its managers, members, officers, directors, representatives, agents, engineers and consultants shall have the right, at its expense or their expense, to enter upon the Property from time to time to conduct and make any and all studies, examinations, surveys, inspections and investigations of, or concerning, the Property, including, without limitation, soil borings and tests, air and water studies, engineering and geotechnical studies, asbestos studies, evaluation of drainage and flood plains and wetlands, if any, evaluation of the integrity of underground storage facilities, if any, and inspection and testing for the presence of any and all hazardous substances as more particularly set forth in Section 10(b) below.

Seller agrees to cooperate with Purchaser and all others performing such inspections, studies and examinations. Purchaser and Seller further agree that prior to the expiration of the Due Diligence Period, Purchaser may for any reason, or for no reason, declare this Agreement null and void by delivering written notice of same to Seller on or before the expiration of the Due Diligence Period, in which case the Escrow Agent shall promptly disburse the Deposit to Purchaser, and there shall be no further liability of the parties hereunder, except as may be specifically provided in this Agreement.

(b) Environmental Inspections. (i) Purchaser, its representatives, agents, engineers and/or consultants shall, within the Due Diligence Period, at Purchaser's sole cost and expense, enter upon the Property to conduct environmental examinations and tests (including, but not limited to, a Phase I Environmental Study) to determine the presence of any Hazardous Substance (the "Environmental Inspections"). Purchaser shall deliver to Seller, promptly after Purchaser's receipt thereof, a true copy of each report of each examination and test. If the reports reveal the presence of Hazardous Substances, Purchaser may declare this Agreement null and void by written notice to Seller, such notice to be delivered within the Due Diligence Period, in which case the Escrow Agent shall promptly disburse the Deposit to Purchaser and there shall be no further liability of the parties under this Agreement, except as may be specifically provided herein.

(ii) For purposes of this Agreement, Hazardous Substances shall mean any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any statute, law, ordinance, rule or regulation of any local, state or federal authority having jurisdiction over the Property or its use, including but not limited to (a) the Federal Water Pollution Control Act (33 U.S.C. §1251) as amended; (b) the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) as amended; (c) the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. §9601 et. seq.) as amended; or (d) the Federal Clean Air Act (42 U.S.C. §7401 et. seq.) as amended (hereinafter referred to collectively as



"Environmental Laws"), but excluding material occurring in such concentration, or handled or stored in such a matter, that it does not constitute a violation of Environmental Laws. Seller shall, upon Seller's acceptance of this Agreement, forward to Purchaser's attorney any existing environmental studies, tests or reports that Seller may possess.

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

(d) Project Approvals. (i) Seller agrees to cooperate with and not obstruct Purchaser in making application for subdivision, site plan, and/or any necessary zoning change or other governmental approval, offer of dedication, variance, permit (including, without limitation, building permits) or agreement with respect to the development, construction, ownership and/or operation of the Project at the Property (collectively, the "Project Approvals"). Seller further agrees, if requested by Purchaser, to make application in Seller's name for the Project Approvals, at no expense to Seller and without seeking any compensation or additional consideration by reason of the cooperation required under this Section. It being understood and agreed that the Seller shall sign all such applications as are required by the respective reviewing agencies in order to process the Purchaser's application for Project Approvals. Seller shall incur no cost in connection with the Project Approvals. Seller's obligations under this section shall be limited to Seller joining in an application as required by a governmental agency.

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

(iii) Purchaser may, at its option and by written notice to Seller, terminate this Agreement if the Project Approvals are not obtained as set forth in this Section 10, in which case the Escrow Agent shall promptly disburse the Deposit to Purchaser and there shall be no further liabilities of the parties under this Agreement except as may be specifically provided herein.

(e) Funding. Purchaser shall receive a commitment letter from the New York Housing Trust Fund Corporation ("HTFC") for permanent financing, and a reservation letter for low income housing tax credits from the New York State Division of Housing and Community Renewal ("HCR") (collectively, the "Award Letters"), the terms and conditions of which shall be satisfactory to Purchaser in its sole discretion, by such date that HTFC and HCR issue such letters for their so-called 2022 funding cycle or so-called 2023 funding cycle, as applicable.

(f) PILOT. A Payment in Lieu of Tax Agreement between Purchaser and the Broome County Industrial Development Agency with respect to the Project shall be in full force and effect on the Closing Date.



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

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

(i) Diligence Indemnification. Purchaser agrees to indemnify and hold Seller harmless from and against any cost, claim, charge or liability, including reasonable attorneys' fees, asserted or occasioned by activity on or about the Property by Purchaser, its managers, members, officers, directors, representatives, agents, engineers and/or consultants except (i) as to any claim arising out of the Seller's negligence or willful misconduct, and (ii) as to the discovery of any "hazardous substances".

(j) Host Community Agreement. Purchaser agrees to enter into the attached Host Community Agreement ("HCA"). It being the explicit intent of this HCA to offset the impacts to the Village of the Purchaser's proposed development.

## **11. INSTRUMENTS DELIVERED AT CLOSING.**

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

(i) Deed. Seller's duly executed and acknowledged Bargain and Sale Deed, with covenants against grantor's acts, conveying to Purchaser fee title to the Property, subject only to the Permitted Exceptions, together with Form TP-584 duly executed by Seller.

(ii) Assignment. Seller's duly executed assignment of the Existing Approvals, if any.

(iii) FIRPTA Affidavit. Seller's duly executed FIRPTA Affidavit.

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

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

**12. BROKERAGE**. Purchaser and Seller each represent that neither party were represented by a broker in this transaction. Each party agrees to indemnify and hold the other harmless from any and all loss, costs or damage (including without limitation, reasonable attorneys' fees and expenses)



arising out of any claims of any broker or agent so claiming based on action or alleged action of the indemnifying party. This Section 12 shall survive closing.

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

**14. DEFAULTS.**

(a) If Purchaser defaults in performance of its obligations under this Agreement, Seller shall, as its sole and exclusive remedy, and as liquidated damages, be entitled to retain the Deposit disbursed by Escrow Agent to Seller. Seller's only other remedy shall be to terminate this Agreement, in which case neither Seller nor Purchaser shall have any further rights or obligations under this Agreement.

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

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

If to Seller:

[\*\*\*\*\*]

with a copy to:

Coughlin & Gerhart, LLP  
99 Corporate Drive  
Binghamton, New York 13902  
Attn: Keegan J. Coughlin, Esq.  
Phone: 607.723.9511  
Email: kcoughlin@cglawoffices.com



If to Purchaser:

Regan Development Corp.  
1055 Saw Mill River Road, Suite 204  
Ardsley, New York 10502  
Attn: Larry Regan  
Phone: 914-693-6613  
Email: Larry@regandevelopment.com

with a copy to:

Cannon Heyman and Weiss, LLP  
54 State Street, 5<sup>th</sup> Floor  
Albany, New York 12207  
Phone: 518.465.1500  
Fax: 518.465.6678  
Attn: Christopher J. Babcock, Esq.

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

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

18. **CONDEMNATION; CASUALTY.**

(a) If, prior to the Closing, a portion of the Property becomes damaged by fire or other casualty or becomes the subject of a condemnation proceeding or Seller receives notice of such a condemnation proceeding, Seller shall immediately notify Purchaser in writing, and, at Purchaser's shall have the option to (i) continue under this Agreement as to the unaffected portion of the Property, and the Closing shall take place as otherwise provided herein without any abatement in the Purchase Price, and the applicable insurance proceeds or condemnation award shall be assigned to Purchaser by Seller, or, at the option of Purchaser, the Purchase Price shall be reduced by a like amount; or (ii) terminate this Agreement, with a return of the Deposit, and neither of the parties shall thereafter have any rights or obligations vis-a-vis the other.

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



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

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

(b) At the Closing, the Deposit shall be delivered to Seller as a credit against the Purchase Price. In the event the Closing does not occur, the Deposit shall be paid to the party entitled thereto in accordance with the terms of this Agreement.

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

20. **CLAWBACK OPTION.**

*[To discuss with counsel. Given how our agreement is structured this appears to be N/A.]*

21. **MISCELLANEOUS.**

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

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

(c) This Agreement may be executed in one or more counterparts, all of which counterparts, when taken together, shall constitute a single, valid binding agreement.

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

**[Signature Page Follows]**



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


**SELLER:**

VILLAGE OF JOHNSON CITY

*Martin Meaney*

**PURCHASER:**

REGAN DEVELOPMENT CORP.

By:   
Name: Larry Regan  
Title: President

**ESCROW AGENT:**

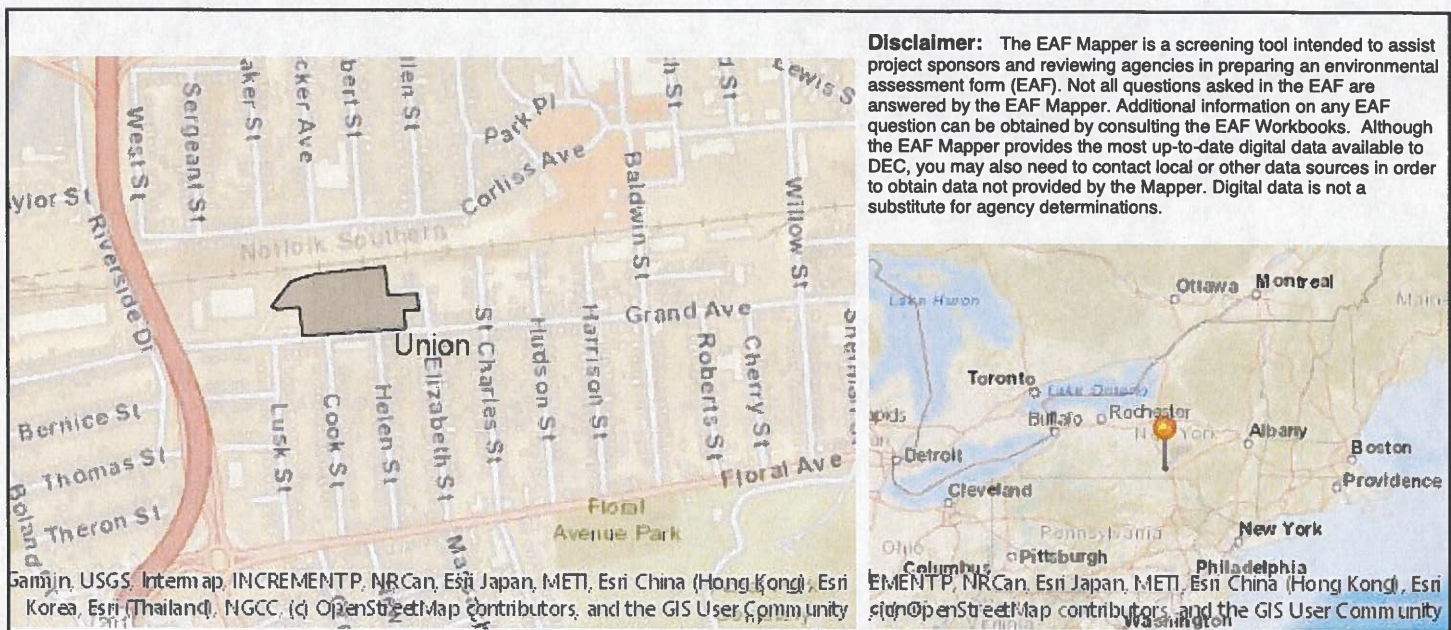
COUGHLIN & GERHART, LLP

By: \_\_\_\_\_  
Name:  
Title:



## EXHIBIT A





B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Major Basins:Upper Susquehanna
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	704020
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes



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



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

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

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

**Reasons Supporting This Determination:**

To complete this section:

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

-The proposal to locate a multi-use project on property zoned Neighborhood Commercial, was reviewed for any significant adverse impacts to the environment. The project requires four (4) variances including a Variance from Code to permit a building height of 48 feet, a Variance from Code to reduce the number of landscaped islands, A 14-foot rear and 19-foot side variance from Section 300-40.13 B, and a Variance from Code to allow for parking in the front yard with a 9-foot parking setback relief from Section 300-40.13 C.

- The project seeks relief from the Zoning Board of Appeal for a height variance of 18 feet. Of the 18 feet, 6.5 feet is Mansour roof. The 6.5 feet of Mansour roof hides from view the mechanical units and sometimes the solar array panels on top of the building.

- Landscape Islands are proposed on in the submitted site plan; however, they do not meet the requirement for one every 20 spaces. There are 4 main landscaped islands as part of this project that total 2,781 sf. There are 158 parking stalls proposed, requiring 8- 200 sf islands or 1,600 sf in total size. The other variances for setbacks and front yard parking are due to the lot being on multiple road frontages with required green spaces.

-The proposed project will not adversely impact geological features, agricultural, historical or archaeological resources, plants and animals, open space or recreation, critical environmental areas or the use of energy.

- There will be no increase in flooding, erosion, nor impacts on wetlands. The site is located partially in a 100-year flood zone and is located over an aquifer; however, that portion of the property will be utilized for stormwater management.

-The uses are either permitted or require special use permits and are not out of character for the area. Traffic counts were completed and do not exceed the threshold set by DOT to complete any further studies. There will be a proposed plan for pedestrian and/or bicycle accommodations, and there are public transportation lines in the general area. Delivery vehicles utilized during operations shall have minimal to no impacts on overall air emissions.

- Public water and sewer shall not be impacted. There is no industrial water use in the process. The project will require an additional 14,280 gallons of water per day; however, the existing public water infrastructure has the capacity to serve the development and does not require expansion or additional lines. A sewer main will be relocated on site in order to avoid future disturbance of the new building.

- A noise increase shall occur during construction only. Lighting proposed will meet Village Code and will be dark sky compliant.

- The proposed project is located near UHS Wilson Medical Center and UHS Home Care; however, it will impose little to no impacts on either facility.

After review, it was determined that the proposed multi-use project at 333 Grand Avenue will not have significant adverse impacts to the environment that will not be mitigated.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status: ☒ Type 1 ☐ Unlisted

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



Upon review of the information recorded on this EAF, as noted, plus this additional support information

The applicant has proposed the most feasible project layout with recreational space requirements, proposed relocation of the sewer main, and proposed stormwater management area.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Zoning Board of Appeals \_\_\_\_\_ as lead agency that:

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

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

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

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

Name of Action: Type I Action - 333 Grand Avenue Mixed-Use Facility

Name of Lead Agency: Village of Johnson City Zoning Board of Appeals

Name of Responsible Officer in Lead Agency: Edward Mazanek

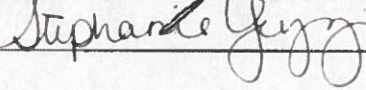
Title of Responsible Officer: Chairman

Signature of Responsible Officer in Lead Agency:



Date: 7/11/22

Signature of Preparer (if different from Responsible Officer)



Date: 7/11/22

**For Further Information:**

Contact Person: Stephanie Yezzi, CFM, Director of Planning

Address: 243 Main Street, Johnson City, NY 13790

Telephone Number: (607) 797-9098

E-mail: [seniorplanner@villageofjc.com](mailto:seniorplanner@villageofjc.com)

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

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

Other involved agencies (if any)

Applicant (if any)

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

**PRINT FULL FORM**



# New York State Department of Environmental Conservation

## Division of Environmental Remediation, 12<sup>th</sup> Floor

625 Broadway, Albany, New York 12233-7011

Phone: (518) 402-9706 Fax: (518) 402-9020

Website: [www.dec.ny.gov](http://www.dec.ny.gov)

December 20, 2022

Regan Development Corporation  
Lawrence Regan  
1055 Saw Mill River Road, Suite 204  
Ardsley, NY 10502

**Re: 333 Grand Avenue**  
Tax Map ID No.: 143.71-2-13,143.72-1-29  
Property County: Broome  
Site No.: C704062

Dear Applicant:

Your application for the above-referenced Brownfield Cleanup Program ("BCP") project has been reviewed by the New York State Department of Environmental Conservation ("Department"). I am pleased to inform you that your request is accepted. The acceptance is based upon your participation as follows:

Regan Development Corporation is a Volunteer as defined in ECL 27-1405(1)(b). Tangible Property Tax Credit Status is described in Section II of the attached Brownfield Cleanup Agreement (BCA).

Based upon the facts and information in the application, information contained in the Department's records, and a timely return of the signed BCAs, the Department is prepared to execute a BCA for the above-described property. Attached is an electronic BCA. Please have an authorized representative sign where indicated and return via email to [Andrew.Guglielmi@dec.ny.gov](mailto:Andrew.Guglielmi@dec.ny.gov) and [Cassandra.VanDyke@dec.ny.gov](mailto:Cassandra.VanDyke@dec.ny.gov). Please include up to date documentation from corporate organizational papers, a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC showing the authority to bind the corporation. The BCA shall not be effective until it is fully executed by the parties. A reassessment of eligibility may result in a denial of the application if there are any changes to material facts and information before the BCA is fully executed. **Please note, if the BCA is not signed and returned to the Department within 60 days, the Department will consider the Application withdrawn and the offer to enter the BCP will be deemed rescinded.**

***Your request for a fee waiver is denied as the documentation submitted failed to demonstrate a financial hardship on the part of the Applicant.*** Upon submission of an executed BCA to the Department, you are required to pay a non-refundable program fee of \$50,000. Checks must be made payable to the NYS Department of Environmental Conservation and mailed to the following:



NYS Department of Environmental Conservation  
Division of Management & Budget, 10th Floor  
625 Broadway  
Albany New York 12233-4900

Please include a copy of this letter with the check, as well as the following in the memo field: BCP Application Fee Site No. C704062.

**The Department will not execute the BCA until the program fee is paid.**

Questions regarding payment should be directed to the Bureau of Revenue Accounting at (518) 402-9362, or e-mailed to [revenue@dec.ny.gov](mailto:revenue@dec.ny.gov).

The Department looks forward to working with you on this project. The Department's project manager will assist you in completing your project. You can arrange a meeting to discuss the program's requirements and work plan. The work plan will determine the scope of work to be conducted and completed. You may contact the Department's project team as set forth in Paragraph IV of the attached draft BCA to discuss the next steps.

Sincerely,

*Andrew Guglielmi*

---

Andrew O. Guglielmi, Director  
Division of Environmental Remediation

Enclosures:

Department's Copies:

ec: Gary Priscott  
Jennifer Andaloro  
Kelly Lewandowski  
Nicole Morgan  
Michael Belveg  
Margaret Sheen

Applicant's Copies:

ec: Lawrence Regan ([larry@reganddevelopment.com](mailto:larry@reganddevelopment.com))  
Dean Sommer ([dsommer@youngsommer.com](mailto:dsommer@youngsommer.com))  
CONOR TARBELL ([ctarbell@pve-llc.com](mailto:ctarbell@pve-llc.com))



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
BROWNFIELD CLEANUP PROGRAM  
ECL §27-1401 *et seq.*

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In the Matter of a Remedial Program for

**BROWNFIELD SITE  
CLEANUP AGREEMENT  
Index No. C704062-12-22**

**333 Grand Avenue**

DEC Site No: C704062

Located at: 333 Grand Avenue & 154 Allen Street  
Broome County  
Johnson City, NY 13790

Hereinafter referred to as "Site"

by:

Regan Development Corporation

1055 Saw Mill River Road, suite 204, Ardsley, NY 10502

Hereinafter referred to as "Applicant"

-----  
**WHEREAS**, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

**WHEREAS**, the Applicant submitted an application received by the Department on September 9, 2022; and

**WHEREAS**, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

**NOW, THEREFORE**, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, Regan Development Corporation, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Site is not located in a City having a population of one million or more. It is therefore presumed that the Site is eligible for tangible property tax credits.



### III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 4.120 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 143.71-2-13  
Street Number: 333 Grand Avenue, Johnson City  
Owner: Village of Johnson City

Tax Map/Parcel No.: 143.72-1-29  
Street Number: 154 Allen Street, Johnson City  
Owner: Village of Johnson City

### IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Michael Belveg  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
615 Erie Blvd W  
Syracuse, NY 13204  
[michael.belveg@dec.ny.gov](mailto:michael.belveg@dec.ny.gov)

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Christine Vooris (electronic copy only)  
New York State Department of Health  
Bureau of Environmental Exposure Investigation  
Empire State Plaza  
Corning Tower Room 1787  
Albany, NY 12237  
[christine.vooris@health.ny.gov](mailto:christine.vooris@health.ny.gov)

Margaret Sheen, Esq. (correspondence only)  
New York State Department of Environmental Conservation  
Office of General Counsel  
615 Erie Blvd West  
Syracuse, NY 13204  
[margaret.sheen@dec.ny.gov](mailto:margaret.sheen@dec.ny.gov)



2. Communication from the Department to Applicant shall be sent to:

Regan Development Corporation  
Attn: Lawrence Regan  
1055 Saw Mill River Road, suite 204  
Ardsley, NY 10502  
[larry@regandevelopment.com](mailto:larry@regandevelopment.com)

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

THIS BROWNFIELD CLEANUP AGREEMENT IS  
HEREBY APPROVED, Acting by and Through the  
Department of Environmental Conservation as Designee  
of the Commissioner,

By:

\_\_\_\_\_  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation



## CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, and agrees to be bound by this Agreement.

Regan Development Corporation

By: \_\_\_\_\_

Title: president

Date: 12/27/22

STATE OF NEW YORK )  
COUNTY OF Westchester ) ss:

On the 28<sup>th</sup> day of Dec. in the year 2022, before me, the undersigned, personally appeared LAWRENCE REGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

FERN SPINAZZOLA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SP4644943  
Qualified in Westchester County  
Commission Expires January 15, 2024



## EXHIBIT A SITE MAP





## APPENDIX A

### STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

#### I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

#### II. Development, Performance, and Reporting of Work Plans

##### A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.6(a) and 375-3.6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the Site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for

contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

##### B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein. All work undertaken as part of a remedial



program for a Site must be detailed in a department-approved Work Plan or a submittal approved in form and content by the Department.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

#### C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any

subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

#### D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law. All work undertaken as part of a remedial program, including work undertaken pursuant to submittals other than Work Plans, must be approved by the department prior to implementation by the Applicant.

#### E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such



determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

#### F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

#### III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a

result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

#### IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the Site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

#### V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5(b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

Division of Management and Budget  
New York State Department of Environmental  
Conservation  
625 Broadway, 10th Floor  
Albany, New York 12233-4900



D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

#### VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

#### VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that

Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

#### VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

#### IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

#### X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's



approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

#### XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

#### XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

#### XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

#### XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this



Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use "best efforts" to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant's obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant's inability to obtain such interest.

E. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted

pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term "Applicant" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the



obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are

defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.



## 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 the it receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency/**IDA** (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are certain elements of the Project which are in the nature of trade secrets of information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request such elements be kept confidential in 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 Costs. THE APPLICANT IS REQUIRED TO PAY THE AGENCY/IDA Twenty-Five Percent (25%) of the project fee thirty (30) days after approval of benefits with the remaining balance of the fee to be paid in Twenty-Five Percent (25%) increments every six (6) months, or in full at the time of closing, whichever occurs first. The project fee is non-refundable.** 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").



**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**PROJECT REVIEW FORM**

<b>Company:</b> 200 Court Street Apartments Housing Development Fund Corporation		<b>IDA Meeting Date:</b> 09/20/23	
<b>Representative:</b> Whitney McClary		<b>IDA Public Hearing Date:</b> TBD	
<b>Type of Project:</b> Affordable Housing Project <b>Project Start Date:</b> 2023 <b>Project End Date:</b> TBD		<b>Company Address:</b> 555 E. Genesee Street Syracuse, NY 13202	
<b>Employment:</b> <u>Full-Time Equivalent</u> Existing      0 1st year      12 2nd year      0 3rd year      0 <b>Total: 12</b>	<b>Total Yearly Payroll</b> 1st Year    \$ 600,000.00 2nd Year    \$ 635,000.00 3rd Year    \$ 659,000.00 <b>Total:    \$ 1,894,000.00</b>	<b>Own / Lease:</b>  Own	<b>SF / Acreage:</b>  2.26 acres 142,241sq ft
<b>Construction Jobs:</b>  100+		<b>Proposed Project Location:</b> 200 Court St. - South of Court between Fayette & Stuvesant, Binghamton, NY	
<b>Company Contact For Bid Documents &amp; Employment Opportunities:</b> Whitney McClary (315) 243-4897 wmccclary@scdhousing.com		<b>Description:</b> *See attached	
<b>PROJECT BUDGET</b>		<b>ASSESSMENT</b>	
Land Related Costs	\$ 2,250,000.00	Current Assessment	\$ 333,400.00
Building Related Costs	\$ 26,900,500.00	Asmt. At Completion (Est.)	TBD
M & E Costs		<b>EXEMPTION (Est.)</b>	
F F & E Costs	\$ 150,000.00	Sales Tax @ 8%	\$ 0.00
Professional Services/Development Cost	\$ 8,328,603.00	Mortgage Tax	\$ 0.00
Total Other Costs	\$ 4,501,415.00	Property Tax Exemption	TBD
Working Capital Costs	\$ 472,507.00		
Closing Costs			
Agency Fee	\$ 426,030.25	<b>TOTAL EXEMPTIONS:</b>	\$ 0.00
<b>TOTAL:</b>	<b>\$ 43,029,055.25</b>	<b>TOTAL PILOT PAYMENTS:</b>	<b>\$ 3,342,599.88</b>
<b>Project Type</b> (Check all that apply)  <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  <i>*Uniform Tax Policy does not typically provide tax exemptions for Retail Projects</i>		<b>Project Criteria Met</b> (Check all that apply)  <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  <i>*New York State Required Criteria</i>	
<b>Pilot Type</b> <input checked="" type="checkbox"/> Standard    30      year <input type="checkbox"/> <input type="checkbox"/> Deviated           year			
<b>Staff Comments:</b> This project will help the areas vital need for affordable and supportive housing. It will also revitalize a vacant historic structure in the heart of Downtown Binghamton. The site has easy access to public transportation and is near grocery stores, pharmacies, and retail amenities.			



## **Project Description**

Helio Health, Inc. is excited to propose the development of a new affordable and integrated supportive housing community in the downtown area of the City of Binghamton. The proposed development will convert an existing vacant historic office and manufacturing warehouse into 111 new and high-quality affordable apartments for individuals and families who suffer from substance use challenges, severe mental illness, and homeless veterans. This site was selected because of the area's vital need for affordable and supportive housing and the opportunity to revitalize a vacant historic structure in the heart of Downtown Binghamton. The site has easy access to public transportation and is near grocery stores, pharmacies, and retail amenities.

The proposed project will be the new construction of 111 units of affordable housing, including 51 affordable units and 56 supportive units. The supportive housing units will serve multiple special needs populations: 30 units reserved for persons with substance use disorders (SUD), 16 units reserved for individuals with severe mental illness, and 10 units reserved for homeless veterans. The remaining 55 units will be available to other individuals and families with limited income and resources, some of whom may be experiencing homelessness. The income of tenants will include 60% of AMI. The Empire State Supported Housing Initiative (ESSHI) will subsidize the special needs units. Residents in those units will meet the ESSHI definition of homeless, including homeless households and households at risk of homelessness.

The proposed project is renovating a vacant former manufacturing warehouse on the corner of Court Street and Stuyvesant Street in Binghamton, NY. Helio proposes renovating three connected existing buildings and building a three-story addition into 111 new, high-quality, affordable apartments. The development will be a single four-story building, including the basement, of new construction with 111 units. The building will offer 23 studios at approximately 504 square feet, 70 one-bedroom apartments at approximately 702 square feet, and 18 two-bedroom apartments at approximately 887 square feet. The total residential area is approximately 77,487 square feet. The proposed project features two elevators serving all four floors. Every unit in the building will be adapted or adaptable and visitable. The building also includes approximately 42,139 square feet of common area and office space for the service providers and approximately 22,615 square feet of unfinished basement space. The project will not contain a superintendent unit.

The main offices for the project will be located on the first floor, which will also feature conference room space and a front desk. The building has a central lobby/reception area; all common areas are designed for full accessibility. Other amenities include a community room and a fitness center. Lounges, laundry, and trash rooms will be on each floor. A community room and secure resident bulk storage will be provided within the basement, accessible by elevator.



**BARCLAY DAMON<sup>LLP</sup>**

**Heather L. Sunser**  
*Partner*

August 7, 2023

**VIA OVERNIGHT MAIL**

John M. Bernardo *Stacey Duncan*  
*Chairman* *Exec Director*  
Broome County Industrial Development Agency  
5 South College Drive  
Binghamton, NY 13905

Re: Application for Benefits for 200 Court Street Apartments Housing Development Fund Corporation Project

Dear Mr. Bernardo: *Stacey Duncan*

This firm represents 200 Court Street Apartments Housing Development Fund Corporation (the "Applicant") with respect to the enclosed application (the "Application") to the Broome County Industrial Development Agency (the "Agency") for financial assistance related to the Applicant's proposed project to be located at 200 Court Street, 38 Fayette Street, 34 Stuyvesant Street and 25 Rutherford Street in the City of Binghamton, State of New York (the "Property"). The project consists of the renovation of three existing buildings and the construction of a new building containing 111 affordable housing units (the "Project"). The Project includes 56 supportive units dedicated to multiple special needs populations: 30 units reserved for persons with substance use disorder; 16 units reserved for individuals with a severe mental illness, and 10 units reserved for homeless veterans. In addition the construction of high-quality affordable, supportive housing, the Project is expected to create 12 permanent full-time job positions and 100 construction jobs over the anticipated 21 month construction period.

To assist in the Agency's review of the Project, the following additional documents are enclosed herewith:

- (1) Organizational Chart;
- (2) Environmental Assessment Form;
- (3) Project Narrative;
- (4) List of Directors;
- (5) Project Plans;
- (6) ZBA and Planning Board Approvals;
- (7) Site Photos;
- (8) Renderings;
- (9) PILOT Calculator; and
- (10) Sales Tax Exemption Letter.



John M. Bernardo  
August 7, 2023  
Page 2

Also enclosed is a check for \$1,000.00 payable to the Agency representing the Agency's application fee. As further described in the Application, the Applicant is seeking an exemption from real property tax. The Applicant is not seeking an exemption from mortgage recording tax or sales and use tax.

Finally, the Applicant respectfully requests that the Agency defer its collection of the estimated \$426,030.25 Project Fee until the Applicant's construction financing closing with the New York State Housing Finance Agency ("HFA"). The Applicant has limited control over the timing of such closing and the Project Fee is a significant burden on the Applicant absent HFA financing.

I look forward to introducing the Agency to the Project at its next meeting. In the interim, please do not hesitate to contact me with any questions regarding the Project.

Very truly yours,

*s/ Heather L. Sunesr*

Heather L. Sunser

HLS:  
Enclosures



BARCLAY DAMON LLP  
BARCLAY DAMON TOWER  
125 EAST JEFFERSON STREET  
SYRACUSE, NEW YORK 13202

KeyBank National Association

050 0007/0213

1307001

DATE 08/07/2023

AMOUNT \$ 1,000.00

\*\*\*ONE THOUSAND AND 00/100 DOLLARS

PAY  
TO THE  
ORDER OF

Broome County Industrial Development Agency



BARCLAY DAMON LLP

⑈ 1307001 ⑈ ⑆ 021300077⑆ 329681022391 ⑈

BARCLAY DAMON LLP

CHECK DATE: 08/07/2023

CHECK NO: 1307001

VENDOR: 34321 Broome County Industrial Development Agency

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Client</u>	<u>Matter</u>	<u>Amount Paid</u>
08/07/2023	080723	IDA Application Fee	320628	3112913	\$1,000.00
Total:					\$1,000.00
Check Total:					\$1,000.00



## 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 or 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 Twenty-Five Percent (25%) of the project fee thirty (30) days after approval of benefits, with the remaining balance of the fee to be paid in Twenty-Five Percent (25%) increments every six (6) months, or in full at the time of closing, whichever occurs first. The project fee is non-refundable.** 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 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: 200 Court Street Apartments Housing Development Fund Corporation

APPLICANT'S STREET ADDRESS: 555 East Genesee Street

CITY: Syracuse

STATE: NY

ZIP: 13202

PHONE: 315-243-4897

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

Whitney McClary

PHONE: 585-317-9656

TITLE: Development Director, CSD Housing LLC

EMAIL: wmcclary@csdhousing.com

### APPLICANT'S COUNSEL

NAME: Heather Sunser

FIRM: Barclay Damon LLP

EMAIL: hsunser@barclaydamon.com

ADDRESS: 125 East Jefferson Street

CITY: Syracuse

STATE: NY

ZIP: 13202

PHONE: 315-278-2201

### APPLICANT'S ACCOUNTANT

NAME: Bettina L Lipphardt

FIRM: The Bonadio Group

EMAIL: blipphardt@bonadio.com

ADDRESS: 431 N. Franklin Street, Suite 60

CITY: Syracuse

STATE: NY

ZIP: 13204

PHONE: 315-476-4004

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



Architect - Passero Associates  
Steve Trobe - [strobe@passero.com](mailto:strobe@passero.com)  
242 W Main Street, Rochester, NY 14614

General Contractor - Christa Construction  
Will Tidd - [wtidd@christa.com](mailto:wtidd@christa.com)  
64 Commercial St #401, Rochester, NY 14614



## 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 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: \$  D: TYPE OF FINANCING: ☐ TAX-EXEMPT ☐ TAXABLE ☒ STRAIGHT LEASE

E: AMOUNT OF BONDS REQUESTED: \$

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

G: PROJECT-RELATED COSTS SUBJECT TO SALES TAX: \$  The Applicant is exempt from sales tax.

H: ESTIMATED VALUE OF TAX EXEMPTIONS:

The Applicant is not requesting an exemption from sales tax or mortgage recording tax.

NYS SALES AND COMPENSATING USE TAX \$  MORTGAGE RECORDING TAXES \$

REAL PROPERTY TAX EXEMPTIONS \$  REQUESTED TERM OF PILOT:

OTHER (PLEASE SPECIFY)  \$

I: CURRENT PROPERTY TAX ASSESSMENT \$  CURRENT PROPERTY TAXES \$

## APPLICANT INFORMATION

EMPLOYER'S FEDERAL ID NO.  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

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:



## MANAGEMENT OF APPLICANT

List all owners, directors and partners

NAME AND HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
See attached Directors List.		

**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****NBT 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

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

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

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

Utilities are on site.

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

**Applicant**

6. Is there a purchase option in force or other legal or common control in the project?  
If so, furnish details in a separate attachment.

☐

YES

☒

NO

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

☐

YES

☒

NO

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

**OWNER**

TENANT

9. Zoning district in which Project is located

**C-1 Service Commercial District and R-3 Residential Multi-Unit Dwelling District**

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

☒

YES

☐

NO

The project received site plan and special use permit approval on June 9, 2021. The project also received an area variance on September 7, 2021. See enclosed approvals.

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

☐

YES

☒

NO

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

☐

YES

☒

NO



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

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

☐ YES ☐ NO

N/A

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

☐ YES ☐ NO

N/A

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?

N/A %

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

N/A

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

N/A

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

N/A

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

N/A



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

N/A

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

N/A

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 Department and Zoning Board of Appeals Area Variance; State Historic Planning Office; New York Housing Finance Agency

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

Approvals received: City of Binghamton Planning Department Site Plan approval, Special Use Permit approval, Zoning Board of Appeals Area Variance, SHPO and NPS approval Part 1 and Part 2  
Upcoming approvals: NPS Final approvals, Building Permit. HFA is financing the Project.

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:

Acquisition - \$2.25M, Design Services - \$500k, Various studies and building maintenance - \$200k

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

The all-electric building will utilize highly efficient air source heat pumps and roof mounted central ERV systems to provide heating, cooling, dehumidification and improved indoor air quality. The central heat pump domestic water heating system will be controlled by a demand system to reduce energy use. The building's envelope is limited by requirements from the State Historical Preservation Office and will reduce energy use and increase resiliency by maximizing insulation within the requirements, including walls ~ R-16 insulation, roof - R-38 minimum rigid insulation above the roof deck. The project will certify to EPA Indoor airPLUS which helps to improve the home's indoor air quality by requiring construction practices and product specifications that minimize exposure to airborne pollutants and contaminants, DOE Zero Energy Ready Home which focuses on an energy efficient building that can easily accept on-site renewables to offset site energy, and Enterprise Green Communities 2020 Plus which places emphasis on healthy, efficient, and environmentally responsible homes.



## PROJECT BENEFITS/COSTS

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

200 Court Street Apartments Housing Development Fund Corporation

### 2. ESTIMATED AMOUNT OF PROJECT BENEFITS SOUGHT:

See attached PILOT Calculator at Exhibit 1 The Applicant is not requesting any other project benefits.	A. Amount of Bonds Sought	\$ 0.00
	B. Value of Sales Tax Exemption Sought	\$ 0.00
	C. Value of Real Property Tax Exemption Sought	\$
	D. Value of Mortgage Recording Tax Exemption Sought	\$ 0.00
	E. Interest Savings IRB Issue	\$ 0.00

### 3. SOURCES AND USES OF FUNDS:

Financing Sources		Application of Funds	
Equity /Tax Credits	\$ 6,152,010.00	Land	\$ 757,500.00
Local Banks	\$	Building Acquisition/Construction	\$ 6,872,600.00
HFA Financing	\$ 30,398,750.00	Expansion/Renovation	\$ 21,520,400.00
Clean Energy Initiative	\$ 1,387,500.00	Machinery & Equipment & Furniture	\$ 150,000.00
Deferred Developer Fee	\$ 4,192,258.00	Working Capital	\$ 472,507.00
Deferred Reserves and Escrow	\$ 472,507.00	Other	\$ 12,830,018.00
<b>TOTAL</b>	<b>\$42,603,025</b>	<b>TOTAL</b>	<b>\$42,603,025</b>

#### Project Description:

Helio Health, Inc. is excited to propose the development of a new affordable and integrated supportive housing community in the downtown area of the City of Binghamton. The proposed development will convert an existing vacant historic office and manufacturing warehouse into 111 new and high-quality affordable apartments for individuals and families who suffer from substance use challenges, severe mental illness, and homeless veterans. This site was selected because of the strong need for affordable and supportive housing in the area and opportunity to revitalize a vacant historic structure in the heart of Downtown Binghamton. The site has easy access to public transportation and is near grocery stores, pharmacies and retail amenities. For more information please refer to the enclosed Project narrative.

**4. PROJECTED PROJECT INVESTMENT: See attached Development Budget for more information.**

<b>A. Building and Land Related Costs</b>		\$	<b>757,500.00</b>
1. Land acquisition		\$	<b>1,492,500.00</b>
2. Acquisition of existing structures		\$	<b>21,520,400.00</b>
3. Renovation of existing structures		\$	<b>5,380,100.00</b>
4. New construction		\$	
<b>C. Machinery and Equipment Costs</b>		\$	<b>0.00</b>
<b>D. Furniture and Fixture Costs</b>		\$	<b>150,000.00</b>
<b>E. Working Capital Costs</b>		\$	<b>472,507.00</b>
<b>F. Professional Services/Development Costs</b>			
1. Architecture and Engineering		\$	<b>1,225,000.00</b>
2. Accounting/legal		\$	<b>432,000.00</b>
3. Development Fee		\$	<b>5,103,753.00</b>
4. Other service-related costs (describe) (Includes appraisal, permits, Phase I & II ESA, insurance, market study, marketing survey, energy consultant, pre-development loan interest and closing fees, and title and recording costs)		\$	<b>1,567,850.00</b>
<b>G. Other Costs</b>		\$	<b>4,501,415.00</b>
(Includes construction lender fees and interest and HFA bond issuance and closing fees)			
<b>H. Summary of Expenditures</b>			
1. Total Land-Related Costs		\$	<b>2,250,000.00</b>
2. Total Building-Related Costs		\$	<b>26,900,500.00</b>
3. Total Machinery and Equipment Costs		\$	<b>0.00</b>
4. Total Furniture and Fixture Costs		\$	<b>150,000.00</b>
5. Total Working Capital Costs		\$	<b>472,507.00</b>
6. Total Professional Services/Development Costs		\$	<b>8,328,603.00</b>
7. Total Other Costs		\$	<b>4,501,415.00</b>
<hr/>		<b>TOTAL PROJECT COST</b>	\$ <b>42,603,025.00</b>
		<b>AGENCY FEE 1%</b> (1% OF PROJECT COST)	\$ <b>426,030.25</b>
		<b>TOTAL PROJECT EXPENDITURES</b>	\$ <b>43,029,055.25</b>



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

If yes, please provide details:

☒ YES ☐ NO

Acquisition - \$2.25M, Design Services - \$500k, Various studies and building maintenance - \$200k

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

Please see enclosed Project Narrative.

## PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

Please provide estimates of total construction jobs at the Project:

YEAR	CONSTRUCTION JOBS	CONSTRUCTION JOBS
	(Annual wages and benefits \$40,000 and under)	(Annual wages and benefits over \$40,000)
CURRENT	0.00	0.00
YEAR 1	10.00	90.00
YEAR 2	7.00	70.00
YEAR 3	0.00	0.00

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	\$ 6,742,857.12
YEAR 2	\$ 5,027,142.84
YEAR 3	\$ 0.00

*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	0	4	4	0
Number of Part-Time Employees earning	0	6	0	2

Total Payroll For Full-Time Employees	\$ 0.00	180,000.00	280,000.00	0.00
Total Payroll For Part-Time Employees	\$ 0.00	135,000.00	0.00	5,000.00
Total Payroll For All Employees	\$ 0.00	315,000.00	280,000.00	5,000.00

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	0	4	4	0
Number of Part-Time Employees earning	0	6	0	2

Total Payroll For Full-Time Employees	\$ 0.00	192,000.00	292,000.00	0.00
Total Payroll For Part-Time Employees	\$ 0.00	144,000.00	0.00	7,000.00
Total Payroll For All Employees	\$ 0.00	336,000.00	292,000.00	7,000.00

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	0	4	4	0
Number of Part-Time Employees earning	0	6	0	2

Total Payroll For Full-Time Employees	\$ 0.00	200,000.00	300,000.00	0.00
Total Payroll For Part-Time Employees	\$ 0.00	150,000.00	0.00	9,000.00
Total Payroll For All Employees	\$ 0.00	350,000.00	300,000.00	9,000.00



## 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 will 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](http://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:

None

**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.

  
\_\_\_\_\_  
Applicant

By: Whitney McClary

Title: Development Director



## 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.

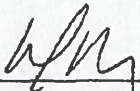
The undersigned, on behalf of the Applicant, hereby certifies that the Applicant, and all parties which own a minimum of 20% of the Applicant are current and will remain current on all real property, federal, state, sales, income and withholding taxes throughout the term on any agreements made in connection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

7th day of August, 2023.

  
\_\_\_\_\_  
(Notary Public)

BRIDGET M. DEMMLER, ESQ.  
Notary Public - State of New York  
Qual. in Monroe Co. No. 02DE8077547  
My Commission Expires August 20, 2027

- ☒ By checking this box, you acknowledge receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. You further acknowledge and understand that you have certain obligations as related thereto pursuant to Section 224-a(8)(a) of the New York Labor Law.



## 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** to 200 Court Street Apartments Housing Development Fund Corporation (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 August 7, 2023 (Submission date).

APPLICANT: 200 Court Street Apartments Housing Development Fund Corporation

REPRESENTATIVE FOR CONTRACT BIDS/AWARDS: Whitney McClary

ADDRESS: 555 East Genesee Street

CITY: Syracuse

STATE: NY

ZIP: 13202

PHONE: 315-243-4897

EMAIL: wmcclary@csdhousing.com

PROJECT ADDRESS: 200 Court Street, Binghamton, NY 13901

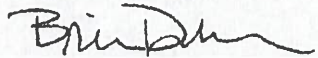
AUTHORIZED REPRESENTATIVE: Whitney McClary

TITLE: Development Director

SIGNATURE: 

Sworn to before me this

7th day of August, 2027.



(Notary Public)

BRIDGET M. DEHMLER, ESQ.  
Notary Public - State of New York  
Qual. in Monroe Co. No. 820E6877547  
My Commission Expires August 20, 2027

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  
(807) 771-7000

Binghamton/Oneonta Building Trades Council 11  
Griswold Street  
Binghamton, NY 13904  
ralkene@luoe158.org  
(807) 723-9593

IBEW Local 241  
134 Cedl A. Malone Dr.  
Building Trades  
Ithaca, NY 14850  
businessmanager@ibewlocal241.com  
(807) 272-2809

Southern Tier Building Trades Council  
1200 Clemens Center Parkway  
Elmira, NY 14901  
businessmanager@ibewlocal139.org  
(807) 732-1237

Dodge Reports  
<http://construction.com/dodge/submit-project.asp> 830  
Third Ave., 6th Floor  
New York, NY 10022  
support@construction.com  
(877) 784-9558

Building Trades  
Katie Fairbrother, Secretary  
kfairbrother@ualocal112.org  
807-723-9593



**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	6,872,600.00				
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

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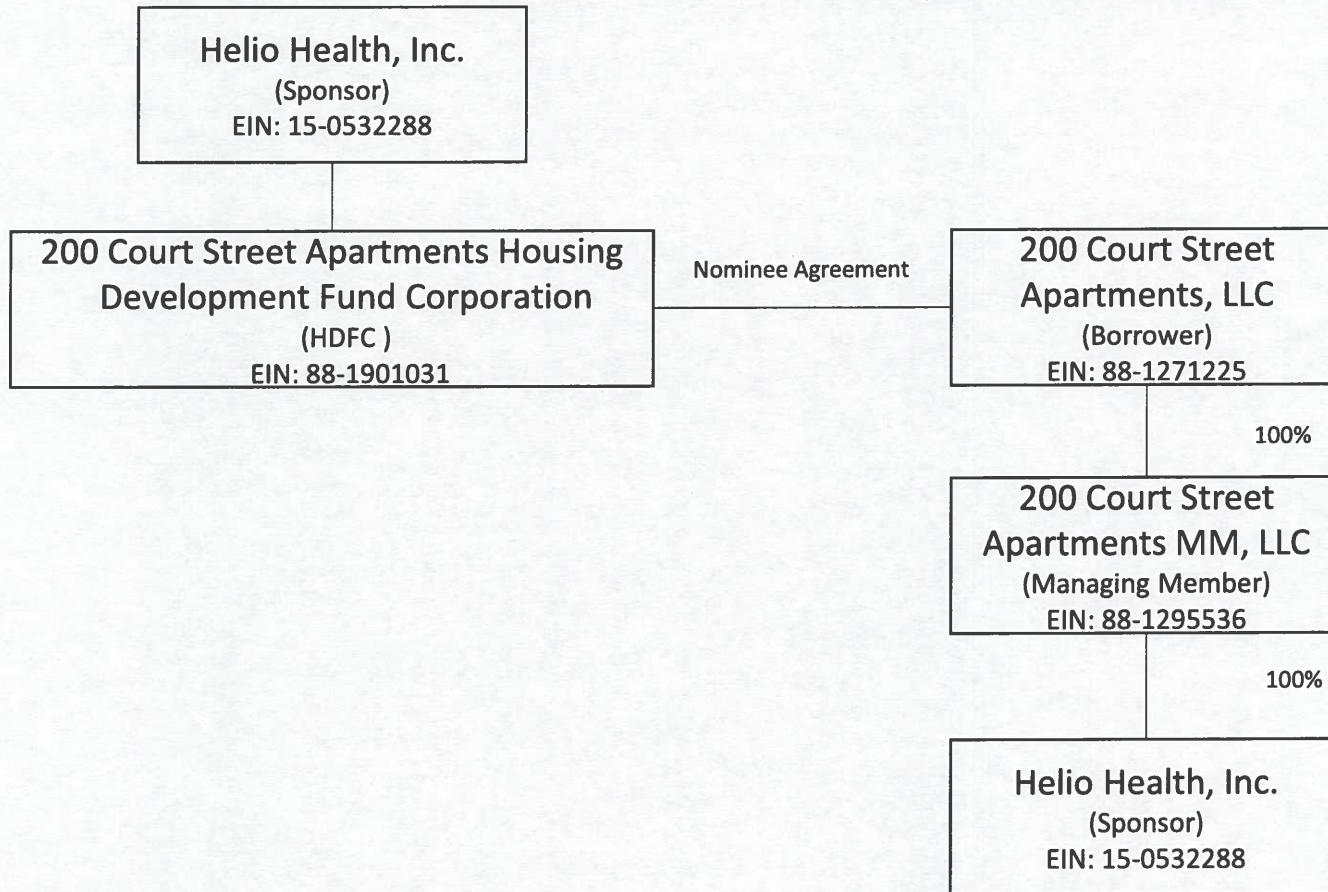
CHECK IF THIS IS YOUR FINAL REPORT

☐I CERTIFY THAT THIS IS AN ACCURATE ACCOUNTING OF THE CONTRACTORS  
THAT ARE WORKING AT THE PROJECT SITE.\_\_\_\_\_  
Company Representative\_\_\_\_\_  
Date



# EXHIBIT 1

## 200 Court Street Apartments Structure Chart





# EXHIBIT 2

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

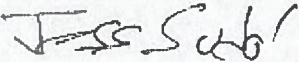
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: 200 Court Street Redevelopment			
Project Location (describe, and attach a location map): 200 Court Street - South of Court between Fayette & Stuyvesant. Also parking area between Stuyvesant & Rutherford.			
Brief Description of Proposed Action: The project includes the redevelopment of an existing vacant building into a new and vibrant residential use totaling 110 units built to sustainable standards. Project also includes the rehabilitation of existing parking lots to provide new greenspace, landscaping and buffering.			
Name of Applicant or Sponsor: CSD Housing LLC		Telephone: 585-317-9656	
		E-Mail:	
Address: 642 Kreag Road			
City/PO: Pittsford		State: NY	Zip Code: 14534
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Planning Commission, Site Plan & Special Use Permit			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			2.26 acres 2.26 acres 2.26 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			



5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>High efficiency heating &amp; cooling MEP Systems.</u>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City Drainage System		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Jess D. Sudol, PE</u> Date: <u>6/8/21</u>  Signature: <u></u> Title: <u>President</u>		

**PRINT FORM**





# City of Binghamton Planning Department

RECEIVED

FEB 23 2022

OFFICE OF THE CITY CLERK  
CITY OF BINGHAMTON

## ZONING BOARD OF APPEALS OFFICIAL DECISION LETTER


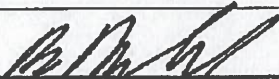
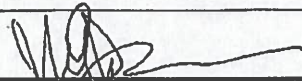
TO:	L. Rogers, City Clerk; C. Schleider, Supervisor of OBCCE; Applicant; File
FROM:	Planning, Housing, & Community Development
DATE:	February 14, 2022
RE:	200 Court St; Area Variance
APPLICANT:	CSD Housing LLC
TAX ID:	160.42-2-25

### APPLICATION FOR

Area Variance to allow ground floor dwelling units 0' from the front façade of a building, where 30' is the minimum allowed at 200 Court St. The property is located within the C-1 Service Commercial District

### DECISION

Area variance APPROVED at the September 7, 2021 Zoning Board of Appeals meeting.

REVIEWED AND APPROVED	DATE
 Obed Varughese, Planner	02/14/22
 Brian Seachrist, Corporation Counsel	2/14/22
 J. Kelly Donovan, Zoning Board of Appeals Chairman	2/16/22

SEE FOLLOWING PAGE FOR A SUMMARY OF THE PROCEEDINGS

**SUMMARY OF PROCEEDINGS****09/07/2021 REGULAR MEETING**

<b>BOARD MEMBERS</b>	<b>PRESENT</b>	<b>ABSENT</b>
J. Kelly Donovan (Chair)	X	
[VACANT]		
Ernest Landers	X	
John Matzo	X	
Marina Resciniti	X	

**PUBLIC HEARING****REPRESENTATIVE(S):** Whitney McClary; Zina Lagonegro**DISCUSSION POINTS:**

- Applicant stated that the variance was necessary for portions of the first floor to accommodate the number of units required. Applicant also stated that they did not wish to convert the façade of the building to a commercial storefront given the historic nature of the building.

**PUBLIC COMMENT:**

- No one spoke and no letters were received.

**SEQR DETERMINATION****MOTION** that the Zoning Board of Appeals Intends to act as Lead Agency in SEQR review and that the action is Unlisted under SEQR**FIRST:** Donovan **SECOND:** Matzo **VOTE:** Carried unanimously (4-0-0)**MOTION** to issue a negative declaration under SEQR**FIRST:** Donovan **SECOND:** Matzo **VOTE:** Carried unanimously (4-0-0)**DELIBERATION & FINAL DECISION**

1. The Zoning Board of Appeals determined that the granting of the variance would not result in an undesirable change in the neighborhood.
2. The Zoning Board of Appeals concluded that under applicable zoning regulations, there is not a reasonable alternative.
3. The Zoning Board of Appeals determined that the requested variance was not substantial based on the character of the neighborhood
4. The Zoning Board of Appeals determined that the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.
5. The Zoning Board of Appeals determined that the alleged hardship was self-created but that that should not preclude the granting of the variance.

**MOTION** to approve the requested variance**FIRST:** Donovan **SECOND:** Landers **VOTE:** Carried unanimously (4-0-0)**THE PLANNING DEPARTMENT RETAINS AUDIO OF ALL MEETINGS, WHICH MAY BE MADE AVAILABLE UPON REQUEST**



# EXHIBIT 3

## I. Project Information

Helio Health, Inc. is excited to propose the development of a new affordable and integrated supportive housing community in the downtown area of the City of Binghamton. The proposed development will convert an existing vacant historic office and manufacturing warehouse into 111 new and high-quality affordable apartments for individuals and families who suffer from substance use challenges, severe mental illness, and homeless veterans. This site was selected because of the strong need for affordable and supportive housing in the area and opportunity to revitalize a vacant historic structure in the heart of Downtown Binghamton. The site has easy access to public transportation and is near grocery stores, pharmacies and retail amenities.

### Project Type and Target Population: multifamily, seniors, mixed use and AMI targets, etc.

The proposed project will be the new construction of a total of 111 units of affordable housing, which include 51 affordable units and 56 supportive units. The supportive housing units will serve multiple special needs populations: 30 units reserved for persons with substance use disorders (SUD), 16 units reserved for individuals with a severe mental illness, and 10 units reserved for homeless veterans. The remaining 55 units will be available to other individuals and families with limited income and resources, some of whom may be experiencing homelessness. The income of tenants will include 60% of AMI. The special needs units will be subsidized by the Empire State Supported Housing Initiative (ESSHI) and residents in those units will meet the ESSHI definition of homeless, which includes homeless households and households at risk of homelessness.

### General Description: new construction/preservation, number of units, unit type, superintendent unit, total residential square footage

The proposed project is the renovation of an existing vacant former manufacturing warehouse located on the corner of Court Street and Stuyvesant Street in Binghamton, NY. Helio proposes to renovate three connected existing buildings and build a three-story addition into 111 new and high-quality affordable apartments. The development will be a single four-story building, including the basement, of new construction with a total of 111 units. The building will offer 23 studios at approximately 504 square feet, 70 one-bedroom apartments at approximately 702 square feet and 18 two-bedroom apartments at approximately 887 square feet. The total residential area is approximately 77,487 square feet. The proposed project features two elevators serving all four floors. Every unit in the building will be adapted or adaptable and visitable. The building also includes approximately 42,139 square feet of common area space and office space for the service providers and approximately 22,615 square feet of unfinished basement space. The project will not contain a superintendent unit.

### Current regulatory restrictions on the property

N/A

### Amenities- laundry facilities, community room, storage facilities, other services.

The main offices for the project will be located on the first floor, which will also feature conference room space and a front desk. The building has a central lobby / reception area, and all common areas are



designed for full accessibility. Other amenities include a community room and a fitness center. Lounges, laundry rooms, and trash rooms will be located on each floor. A community room and secure resident bulk storage will be provided within the basement, accessible by elevator.

**Supportive and senior housing should provide a brief description of applicable services.**

The supportive housing program at the proposed Project will be coordinated by HELP Social Service Corporation (HSSC), which is the social services affiliate of both HELP Development Corporation (HELP) and HELP Property Management Corporation (HPMC). HPMC will serve as the property management company for the project. HPMC has extensive experience but if the agency prefers, a local management company can be utilized. HSSC will serve in a coordination role at the proposed Project and will partner with three experienced and highly regarded local not-for-profit providers to directly deliver individualized services to each of the target populations. The Urban League of Rochester (ULR), Eagle Star Housing (ESH), and Helio Health have received conditional ESSHI awards through the ESSHI 2021 Round 6 RFP to support the scope of services described below:

Helio Health (Helio) and Eagle Star Housing (ESH) are the two local not-for-profit providers that will directly deliver individualized services to each of the target populations. Helio and ESH have both received conditional ESSHI awards through the ESSHI 2021 Round 6 RFP to support the scope of services described below:

- A. Helio Health (Substance Use Disorders (SUD)) - Helio Health will provide supportive services for homeless adult households with a diagnosed substance use disorder, who experience clinical and functional impairment due to recurrent use of drugs/ alcohol. The program will utilize a Housing First model to provide services to this target population that has experienced chronic homelessness and will benefit from access to wrap around supports.

Helio Health's onsite staff, to be funded through ESSHI, is anticipated to include 2 full time Case Managers, 2 Peer Counselors, and a Program Director. Supervision will be provided through a hybrid of on and offsite staff, including a Program Director and a Residential Service Director.

The proposed services will follow a Housing First model for adults with SUD who are chronically homeless and in need of community supports. Through case management and individualized service planning, residents will be assisted in stabilizing their medical and substance abuse disorder challenges, developing and achieve goals for education or employment (employment readiness), and improving income status to become independent. This may include securing skilled, full-time employment, but it may also include securing appropriate benefits. All participants will have the opportunity to achieve health literacy and financial literacy and to become able to be independent from community supports if desired.

- B. ESH (Homeless Veterans and Serious Mental Illness) - All new permanent supportive housing residents at the project will receive a full intake assessment within the first 14 days of residence and a Preliminary Housing Plan within the first 28 days of residence. This will be conducted by the House Manager using the Eagle Star Housing Permanent Housing Assessment Forms. Based on the intake process, a comprehensive, individualized service/recovery plan will be developed in conjunction with the resident, identifying service linkages to be provided, the intensity of the case management, goals for the program and will include educational and vocational plans. The House Manager will provide 4 individual meetings and 3 group meetings for the residents each quarter. At minimum the service plan will be updated quarterly, and residents will meet with the House Manager and/or case manager once per month. Transportation services will be provided 7 days a week to ensure that the residents will always have a way to get to their appointments without any barriers with a long-term



goal of independence in using the transportation system. Community linkages to local AA and NA meetings, vocational services and educational services will be made available to the resident. The Case Manager will also provide scheduled activities, such as bowling, baseball games, movie nights, etc. For residents that require more assistance and request more direct interaction with Eagle Star staff, they will be seen weekly or checked in with daily if necessary. Individualized service plans are key in making the right plan for the specific needs of the individual.

Eagle Star Housing's supportive housing program provides individuals an opportunity to be stably housed in the community, with financial and support services in place. It includes an individualized, person-centered plan to help each resident identify and address issues that have led to homelessness. Case managers will provide linkages to healthcare services to address mental health, substance use, and management of chronic medical conditions. Individuals who need support with employment will be linked to job training or vocational services as indicated. Individual face to face meetings with Eagle Star Staff will occur as often as necessary to address direct clinical needs as indicated, symptom management, case management and service plan goals. Life skills groups and therapeutic activities will be provided and will include groups on harm reduction, management of psychiatric symptoms, budgeting, shopping, meal planning and preparation, community integration, housekeeping, time management and transportation. Voluntary activities will also be provided to include game nights, cook outs, birthday celebrations and others depending on resident interest. Case managers will be flexible and develop a trusting relationship with each resident, allowing them to work on issues at their own pace. A housing first model of care will be a priority and treatment compliance will not be a requirement.

ESH staff will be on site 7 days per week. At minimum, four individual meetings will be scheduled for each resident per quarter and 12 groups on life skills and 12 activities will take place. Individualized service plans will determine goals and how frequent support services should be offered. Individuals may need significantly more than the minimum provided and will be offered such. There will be one full time Administrator, 2 assistance case managers, 1 peer support specialist and 2 drivers at the proposed location. General oversight of all residents will take place by the administrator and each assistant case manager will be responsible for up to 15 residents.

Each tenant will work with their Case Manager and Peer Specialist to develop an Individualized Service Plan (ISP), which will identify goals and activities associated with stability and recovery. The ISP will be a 'living document' that will be updated as needed to best support each tenant's changing needs. Case Managers will provide and/or coordinate the supports outlined in the tenant's ISP, which may include 1:1 counseling, group counseling and workshops, and service referrals. Case Managers will be available as needed; some residents may need high frequency interaction, while others might only need case management services when challenges arise. Peer Specialists will also be able to provide 1:1 supports to assist residents with service plan goals. These 1:1 supports will be provided either on-site or off-site, as part of the ESSHI-funded program. The Case Manager will also coordinate referrals to community-based providers as identified in the ISP. As appropriate, tenants will be referred to Inpatient Services for treatment for substance use disorders, where additional case management supports through Peer-to-Peer Services will be available. Supports may also be provided using innovative program approaches combining peer and mutual support, facilitated by an evidence-based smart phone application. This will give real time assistance to individuals in recovery from substance use disorders.

## II. Project Design and Scope of Work:

### Description of preservation/rehabilitation scope of work to be undertaken.

The proposed design is to remove a portion of the (non-historically significant) 1980 infill addition to



create a courtyard within the buildings as a common community space and permit light and air to accommodate efficient double load corridor construction. The existing structure, floors, and exterior walls will be preserved, with the new units fitting in the existing grid. The existing buildings will receive a new membrane roofing system. The deteriorated and uninsulated original windows will be replaced with new, insulated windows to comply with the requirements of Historic Preservation. All interior finishes and HVAC systems will be completely replaced.

#### Design of building, shape, square footage, elevators, type of building material, (i.e.: brick, wood frame, etc.)

The design is based on the reuse of the existing building and augmented by introduction of a courtyard in the middle of the existing structures. The circulation of the building is being configured in a “J” shape around the new courtyard and extending into the new addition. The total residential building square footage is 77,487 square feet, the common area and office space is approximately 42,139 square feet, and the common area space and office space for the service providers is approximately 650 square feet, and the unfinished basement is approximately 22,615 square feet.

The existing buildings have masonry exterior walls and differing structural systems and construction types. Fire separations will be maintained as required by code between the different construction types.

- 200 Court St: Steel columns and roof framing. Wood floor framing.
- 202 Court St: Fireproofed steel columns, roof, and floor framing. Steel deck and concrete floors.
- 204 Court St: Reinforced concrete columns. Two-way concrete slab floors and roof.

The new addition will be a three-story wood frame structure with face masonry and fiber-cement panel siding on exterior.

#### Utilities provided, access to municipal facilities.

Rent will include the cost of heat, water and trash removal. Tenants will pay for electricity, cable television, internet access and laundry.

Access to adequate supply of electric, gas, sewer and cable TV services are available at the building site, refer to EAS.

#### Parking available to the Project, including intended use for public or tenants.

A surface level parking lot with a total of 88 spaces will be available for residents of which four are designated accessible spaces and are available by permit only. There are also four electric vehicle charging stations.

#### Description of commercial space square footage, and its intended use.

This project does not include commercial space.

#### Description of the grounds, seating areas, open space.

An expansive and active courtyard sits within the “J” shape of the buildings and provides a unique and engaging opportunity for both residences of Court Street Apartments as well as the general public. The intent of the courtyard is to provide an outdoor tenant recreation area at the main level as well as natural light and ventilation for all units surrounding it. The courtyard includes a variety of passive and active recreational opportunities including gardens, seating spaces, landscaping, and lounge space. The existing

corner entrance of Court St. and Stuyvesant will bring residents through the marble and terrazzo clad historic lobby into a new lounge space highlighting both the historic factory floor and the new expansive courtyard. The basement will be used for the multipurpose room, fitness room, mechanical services, and storage.

### Green building standard

The project will be submitting a Clean Energy Incentives (CEI) application. The all-electric building will utilize highly efficient air source heat pumps and roof mounted central ERV systems to provide heating, cooling, dehumidification and improved indoor air quality. The central heat pump domestic water heating system will be controlled by a demand system to reduce energy use. The building's envelope is limited by requirements from the State Historical Preservation Office and will reduce energy use and increase resiliency by maximizing insulation within the requirements, including walls ~ R-16 insulation, roof - R-38 minimum rigid insulation above the roof deck. The project will certify to EPA Indoor airPLUS which helps to improve the home's indoor air quality by requiring construction practices and product specifications that minimize exposure to airborne pollutants and contaminants, DOE Zero Energy Ready Home which focuses on an energy efficient building that can easily accept on-site renewables to offset site energy, and Enterprise Green Communities 2020 Plus which places emphasis on healthy, efficient, and environmentally responsible homes.

### III. Land Information:

#### Current use of land, existing buildings on site, easements, deed restrictions.

The location of the site is on the corner of Court Street and Stuyvesant Street in Binghamton, NY and includes an existing vacant former manufacturing warehouse. There are no easements or deed restrictions to note.

#### Current/future ownership of land.

Helio secured a predevelopment loan to close and acquire the site in May 2022. The land was purchased in May 2022, from Court Street Binghamton, LLC by 200 Court Street Apartments Housing Development Fund Corporation (HDFC), 200 Court Street, LLC is the sole Managing Member.

#### Acquisition and site control, including existing debt

(See Evidence of Site Control support in "C. Project Information" folder)

#### Source of funds to pay for land acquisition or lease.

Helio Health secured a predevelopment loan to pay for the acquisition of the property.

### Environmental Issues

A Phase I Environmental Site Assessment (ESA) was completed by LaBella Associates, D.P.C. (LaBella). Recognized Environmental Conditions (RECs) were identified based on the historical use of the Site for electrical part manufacturing operations that occurred within the Site Building, and a historical gasoline filling station located on the northeastern portion of the Site. Based on the RECs identified, there is the potential for subsurface impacts at the Site. As such, LaBella recommended a Phase II ESA to be completed on-Site. LaBella completed the Phase II ESA in March 2022 and concluded that no further



action, investigation, or remediation work is needed due to the lack of detected compounds in the soil samples.

The Phase II performed by LaBella Associates in March 2022 included soil borings taken on the site. A total of 16 soil borings were taken at the site at a depth ranging from 6 feet to 30 feet below ground surface. The fill material that was found at the site generally consisted of fine to medium dark brown sands and rounded gravel found that the construction of the proposed building is feasible. Foundation Design has been engaged to complete geo-technical analysis for the portion of the site where the 3-story addition will be built. They do not anticipate any issues as the addition is limited with most of the building already existing.

#### **Zoning requirements and status of local approvals.**

The project site is located within the C-1 Service Commercial District and R-3 Residential Multi-Unit Dwelling District. According to the City of Binghamton Zoning Ordinance, multi-family dwellings are permitted in the R-3 District and are permitted in C-1 District with a Special Use Permit. The project received site plan and special use permit approval on June 9, 2021. The project also requires an area variance which the project received the area variance approval on September 7, 2021.

#### **IV. Project Location and Market Information:**

##### **Project location and neighborhood, (i.e.: major services, transportation, health care facilities, etc.)**

The location of the site is on the corner of Court Street, Fayette Street, and Stuyvesant Street in the City of Binghamton and is located in a suburban area that is surrounded by residential dwellings, a gasoline station and a Veterans Affairs clinic. The location of the project offers easy access to many services that will help our residents address the root causes of homelessness, including mental health, substance use recovery, a comprehensive hospital and health system, social services, vocational services, and recreation opportunities. There is a bus route that runs down Court Street and includes stop at the corner of Fayette and across the street from the site. There is access to the major highway I-81 is approximately 1.1 miles from the site providing easy access to other locations within the City of Binghamton. The UHS Binghamton General Hospital is less than a mile and an Urgent Care center approximately 1.3 miles from the project site. Friends Grocery is the closest grocery/convenience store that is only 0.09 miles from the site and the closest pharmacy is approximately 0.1 mile away. There is a recreation center and library close by, both are only approximately 0.4 miles from the project site. The proximity to retail and commercial outlets will provide easy access for residents' day to day needs along with employment opportunities without sacrificing quality of life.

##### **A brief overview of market conditions, as it pertains to the project, (i.e.: public housing, existing affordable housing, Section 8, etc.).**

Affordable housing is comparatively limited in the immediate area aside from the newest development in the city, Canal Plaza that opened in 2020 on the northern end of downtown. The attached Market Study stated a capture rate of 2.41% with a 100-unit project which is indicative of very strong market support. The Country Town apartments has some subsidized units that are in the process of being renovated. The other affordable options are to the south and west, primarily in converted residences and scattered site renovation properties with the largest mixed-income property in the area, Century Sunrise just to the west in Johnson City that opened in 2018. Other new affordable developments are farther west in Endicott including Cardinal Cove in 2016, and two pipeline developments set for delivery later in 2021, Endicott Square, and Fairmount Part in new construction single family and duplex homes. The Market Study also notes that waitlists are evident at all the affordable housing projects in the area.

# EXHIBIT 4



## LIST OF DIRECTORS

Name

Address

James Antonacci

323 Wedgewood Terrace, Syracuse, NY 13214

Martin McDermott

308 Farmer Street, Syracuse, NY 13204

Shane McCrohan

130 Hillside Wy, Camillus, NY 13031

Kathleen Gaffney-Babb

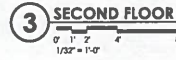
4286 Balcomb Mill Circle, Syracuse, NY 13215

John Warren

4570 Red Fox Drive, Manlius, NY 13204

# EXHIBIT 5



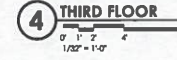


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107	1.01	1	25	
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111	2.0	4	7	
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117	1.2C	1	2	
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119	2.2D	1	3	
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214	0.O	7	19	
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217	1.NZ	9	17	
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219	0.I	1	13	
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335	1.1W	1	25	

DATE: 04/15/2000



UNIT SCHEDULE

330 GOLDEN ST.

200 COURT ST APARTMENTS

TOWN/CITY: BINGHAMTON

COUNTY: BROOKE	STATE: NEW YORK
PROJECT NO.:	

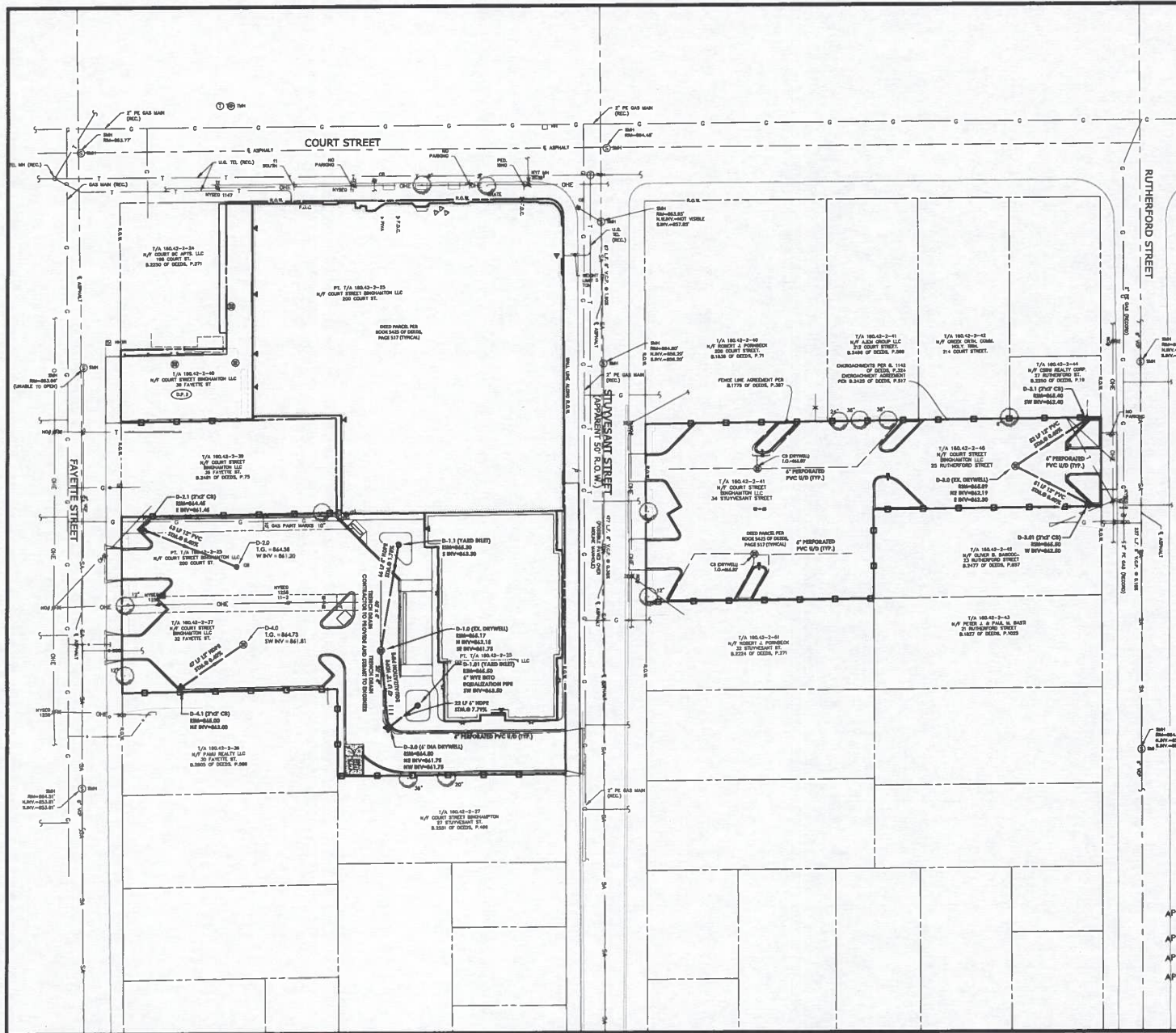
20203058.0001

DRAWING NO.:

G-004

DATE: 04/15/2000





**LEGEND - UTILITIES:**

- PROPERTY BOUNDARY
- E.O.W.
- EXISTING CEMENT LINE ROAD
- EXISTING BUILDING
- EXISTING FENCE
- EXISTING BASEMENT LINE
- PROPOSED BASEMENT LINE
- PROPOSED BUILDING
- PROPOSED CONCRETE
- PROPOSED SIGN
- PROPOSED LIGHT
- PROPOSED STORM SEWER, DRAIN
- EXISTING STORM SEWER & MAN
- PROPOSED WATER SERVICE
- EXISTING WATER SERVICE & VALVE
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER & MANHOLE
- EXISTING ELECTRIC LINE & POLE
- EXIST. LIGHT POLE
- EXIST. ELECTRIC MANHOLE
- EXIST. ELECTRIC MANHOLE
- EXIST. GAS VALVE
- EXIST. GAS MAIN
- EXIST. WATER MAIN
- EXIST. ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC

**UTILITY NOTES:**

CONTRACTOR TO OBTAIN SET AND TRASH FROM EXISTING DRYWELLS

**GAS SERVICE NOTE:**

GAS SERVICES TO EXISTING STRUCTURES ARE TO BE REQUESTED FOR 48-HR. EXISTING SERVICES TO BE LOCATED BY CONTRACTOR. FINAL DESIGN BY SOLE CONTRACTOR TO COORDINATE WITH ROAD ON USE OF EXISTING GAS SERVICES.

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 COMMISSIONER OF PUBLIC WORKS/  
 HIGHWAY SUPERINTENDENT

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 FIRE MARSHAL

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 TOWN ENGINEER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 PLANNING BOARD CHAIRMAN

**PA**  
 PASSERO ASSOCIATES  
 engineering architecture

If you excavate anywhere in New York State, except NYC or Long Island, call  
**Dig Safely.**  
 New York  
 1-800-942-7942  
 Website: www.DigSafelyNewYork.com



Client:  
**CSD HOUSING LLC**  
 642 KREG ROAD  
 PITTSFORD, NY 14534  
 585-685-2330

**PASSERO ASSOCIATES**  
 3rd Floor West Street Suite 100  
 Binghamton, New York 14820  
 607-733-1000  
 Fax: 607-733-1011  
 Principal-in-Charge: **Joan Sudd,** PE  
 Project Manager: **Shaneley Haley,** PE  
 Designer: **Benjamin Bowden**



Revisions		
No.	Date	Description
1		

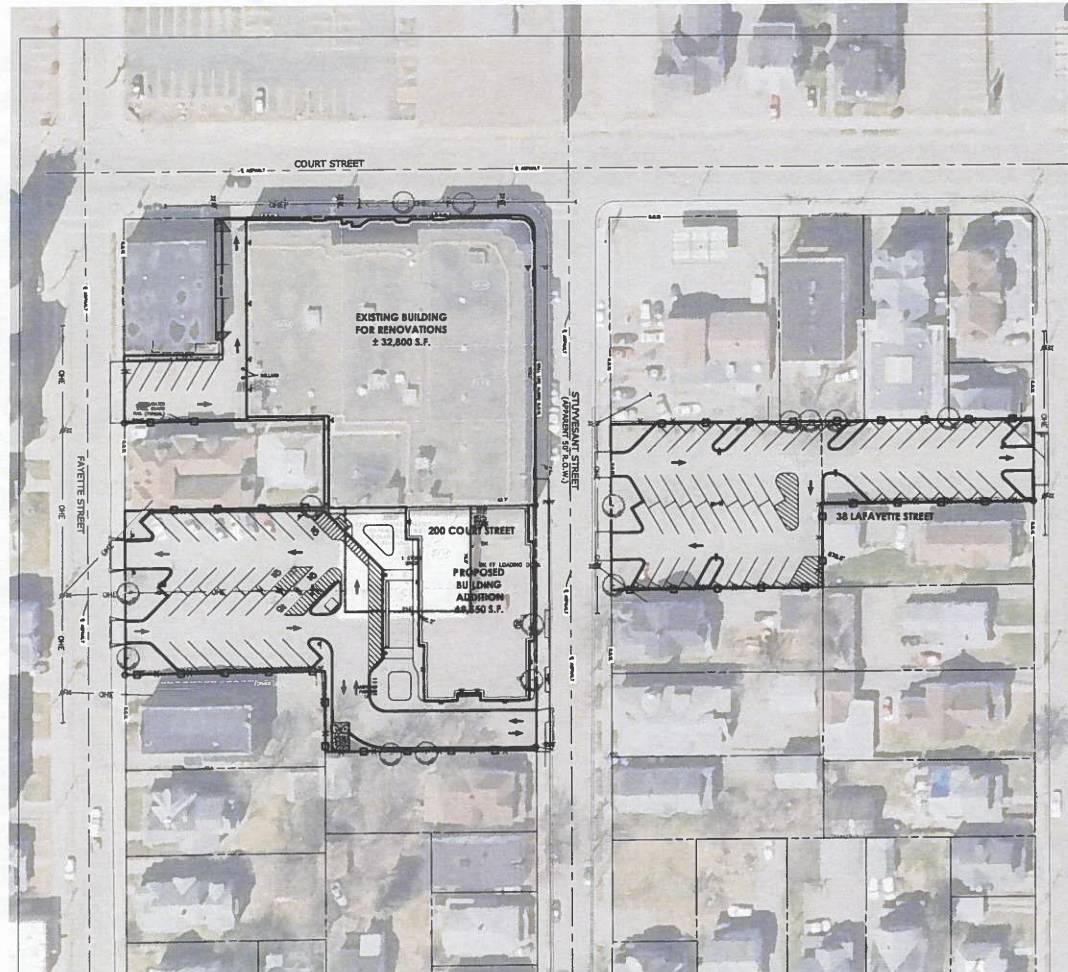
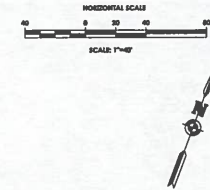
**UTILITY PLAN**  
 200 COURT STREET

Town/City: BINGHAMTON State: NEW YORK  
 County: BROOME  
 Project No.: 20203058.0003  
 Drawing No.: C 104 Sheet No.: 4  
 Scale: 1" = 30'  
 Date: SEPTEMBER 2022  
 NOT FOR CONSTRUCTION

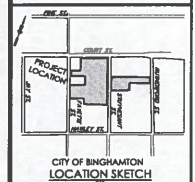


# SITE DEVELOPMENT PLANS FOR 200 COURT STREET

TOWN OF BINGHAMTON, BROOME COUNTY, NEW YORK  
P.N. 20203058.0003



**PA**  
PASSERO ASSOCIATES  
engineering architecture



Client:  
CSD HOUSING LLC  
642 KREAG ROAD  
PITTSFORD, NY 14534  
585-685-2330

**PASSERO ASSOCIATES**  
201 Main Street Suite 100 (201) 255-1000  
Binghamton, New York 14801 (607) 755-1411  
Principal-In-Charge: Jess Siegel, PE  
Project Manager: Shauna Kately, PE  
Designed by: Benjamin Bawden



Revisions		
No.	Date	Description
1		

Information furnished is considered to be correct as far as the values of these quantities are concerned, but the Engineer shall not be responsible for errors or omissions in the design or construction of the project.

**COVER**  
200 COURT STREET

Town/City: BINGHAMTON  
County: BROOME State: NEW YORK  
Project No. 20203058.0003

Drawing No. C 101 Sheet No. 1

Scale: 1" = 40'

Date: SEPTEMBER 2022

NOT FOR CONSTRUCTION

## DRAWING INDEX

- C 101 COVER
- C 102 SITE PLAN
- C 103 EXISTING CONDITIONS PLAN
- C 104 UTILITY PLAN
- C 105 GRADING & EROSION CONTROL PLAN
- C 106 LANDSCAPING & LIGHTING PLAN
- C 201-203 DETAILS

# EXHIBIT 6





# City of Binghamton Planning Department

RECEIVED

FEB 23 2022

OFFICE OF THE CITY CLERK  
CITY OF BINGHAMTON

## ZONING BOARD OF APPEALS OFFICIAL DECISION LETTER

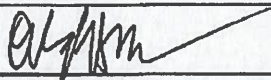
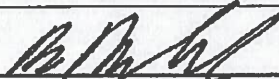
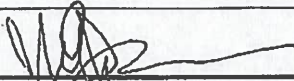
TO:	L. Rogers, City Clerk; C. Schleider, Supervisor of OBCCE; Applicant; File
FROM:	Planning, Housing, & Community Development
DATE:	February 14, 2022
RE:	200 Court St; Area Variance
APPLICANT:	CSD Housing LLC
TAX ID:	160.42-2-25

### APPLICATION FOR

Area Variance to allow ground floor dwelling units 0' from the front façade of a building, where 30' is the minimum allowed at 200 Court St. The property is located within the C-1 Service Commercial District

### DECISION

Area variance APPROVED at the September 7, 2021 Zoning Board of Appeals meeting.

REVIEWED AND APPROVED	DATE
 Obed Varughese, Planner	02/14/22
 Brian Seachrist, Corporation Counsel	2/14/22
 J. Kelly Donovan, Zoning Board of Appeals Chairman	2/16/22

SEE FOLLOWING PAGE FOR A SUMMARY OF THE PROCEEDINGS

RECEIVED

<div> <div> OFFICE OF THE CITY CLERK CITY OF BINGHAMTON </div> <div> SUMMARY OF PROCEEDINGS 09/07/2021 REGULAR MEETING </div> </div>		
BOARD MEMBERS	PRESENT	ABSENT
J. Kelly Donovan (Chair)	X	
[VACANT]		
Ernest Landers	X	
John Matzo	X	
Marina Resciniti	X	

PUBLIC HEARING		
<b>REPRESENTATIVE(S):</b> Whitney McClary; Zina Lagonegro <b>DISCUSSION POINTS:</b> <ul style="list-style-type: none"> <li>▪ Applicant stated that the variance was necessary for portions of the first floor to accommodate the number of units required. Applicant also stated that they did not wish to convert the façade of the building to a commercial storefront given the historic nature of the building.</li> </ul>		
<b>PUBLIC COMMENT:</b> <ul style="list-style-type: none"> <li>▪ No one spoke and no letters were received.</li> </ul>		
SEQR DETERMINATION		
<b>MOTION</b> that the Zoning Board of Appeals intends to act as Lead Agency in SEQR review and that the action is Unlisted under SEQR		
<b>FIRST:</b> Donovan	<b>SECOND:</b> Matzo	<b>VOTE:</b> Carried unanimously (4-0-0)
<b>MOTION</b> to issue a negative declaration under SEQR		
<b>FIRST:</b> Donovan	<b>SECOND:</b> Matzo	<b>VOTE:</b> Carried unanimously (4-0-0)
DELIBERATION & FINAL DECISION		
<ol style="list-style-type: none"> <li>1. The Zoning Board of Appeals determined that the granting of the variance would not result in an undesirable change in the neighborhood.</li> <li>2. The Zoning Board of Appeals concluded that under applicable zoning regulations, there is not a reasonable alternative.</li> <li>3. The Zoning Board of Appeals determined that the requested variance was not substantial based on the character of the neighborhood</li> <li>4. The Zoning Board of Appeals determined that the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.</li> <li>5. The Zoning Board of Appeals determined that the alleged hardship was self-created but that that should not preclude the granting of the variance.</li> </ol>		
<b>MOTION</b> to approve the requested variance		
<b>FIRST:</b> Donovan	<b>SECOND:</b> Landers	<b>VOTE:</b> Carried unanimously (4-0-0)

**THE PLANNING DEPARTMENT RETAINS AUDIO OF ALL MEETINGS, WHICH MAY BE MADE AVAILABLE UPON REQUEST**





# City of Binghamton Planning Department

RECEIVED  
FEB 15 2022

OFFICE OF THE CITY CLERK  
CITY OF BINGHAMTON

## PLANNING COMMISSION OFFICIAL DECISION LETTER

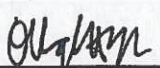
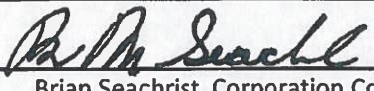
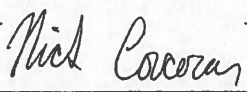
TO:	L. Rogers, City Clerk; C. Schleider, Supervisor of OBCCE; Applicant; File
FROM:	Planning, Housing, & Community Development
DATE:	February 14, 2022
RE:	200 Court St; Site Plan Review and Special Use Permit
APPLICANT:	CSD Housing LLC
TAX ID:	160.42-2-25; 37; 40; 41 and 160.34-2-45

### REVIEW REQUESTED

Site Plan Review and Special Use Permit for the conversion of a vacant industrial site into a multi-unit dwelling and Social Services facility, including the construction of an addition onto the rear of an existing building and the resurfacing of parking areas at 200 Court St. The property is located within the C-1 Service Commercial District and R-3 Residential Multi-Unit Dwelling District

### DECISION

Site plan dated June 9, 2021 APPROVED

REVIEWED AND APPROVED	DATE
 Obed A. Varughese, Planner	02/14/22
 Brian Seachrist, Corporation Counsel	02/14/22
 Nicholas Corcoran, Planning Commission Chairman	2/14/2022

**Please note:** The approval of this application constitutes Planning Department approval of the proposed land use only. This approval does not include approval of any necessary Building or Sign permits. This approval does not ensure that the property is in compliance with applicable building, property maintenance, life safety, or fire prevention codes. Please contact the Office of Building Construction & Code Enforcement, at (607) 722-7010, to determine whether your project will require additional permits.

**SEE FOLLOWING PAGE FOR A SUMMARY OF THE PROCEEDINGS**

## SUMMARY OF PROCEEDINGS

COMMISSIONERS	PRESENT 07/20/2021	PRESENT 08/09/2021
Nicholas Corcoran (chair)	X	X
Joseph De Angelo (vice-chair)	X	
Kelly Weiss		X
Christopher Dziedzic	X	X
Mario DiFulvio		X
Paul O'Brien		X
Emmanuel Priest	X	X

### SEQR DETERMINATION 07/20/21 REGULAR MEETING

**REPRESENTATIVE(S):** Whitney McClarly, Dave Cox

**DISCUSSION POINTS:**

- Project involves affordable and supportive housing
- Site chosen due to demand and proximity to amenities
- Requesting a 10.6% parking reduction
- Courtyard to be installed in the center of the building
- 9,000 sq. ft. addition to added in the rear
- Green space to be increased on the parcel

#### VOTING

**MOTION** that the Planning Commission intends to act as Lead Agency in SEQR review and that the action is Unlisted under SEQR

**FIRST:** Corcoran

**SECOND:** De Angelo

**VOTE:** Carried unanimously (4-0-0)

**MOTION** to schedule a public hearing at the August regular meeting

**FIRST:** Corcoran

**SECOND:** Dziedzic

**VOTE:** Carried unanimously (4-0-0)

### PUBLIC HEARING & FINAL DELIBERATIONS 08/09/21 REGULAR MEETING

**REPRESENTATIVE(S):** Whitney McClarly

**DISCUSSION POINTS:**

- No changes from the last meeting

**PUBLIC COMMENT:**

- No one spoke in favor of the application.
- No spoke in opposition to the application.
- No letters were received.

#### VOTING

**MOTION** to reduce the parking requirements as requested

**FIRST:** : Corcoran

**SECOND:** Dziedzic

**VOTE:** Carried unanimously (6-0-0)

**MOTION** that the requirements for Site Plan Review and Special Use Permit have been met and therefore the application has been approved

**FIRST:** : Corcoran

**SECOND:** O'Brien

**VOTE:** Carried unanimously (6-0-0)

**THE PLANNING DEPARTMENT RETAINS AUDIO OF ALL MEETINGS, WHICH MAY BE MADE AVAILABLE UPON REQUEST**



# EXHIBIT 7















# EXHIBIT 8













# EXHIBIT 9



**AFFORDABLE HOUSING PILOT DETERMINATION  
PILOT AT 10% SHELTER RENT**

Residential Units	111	
Average Rent/Unit Monthly	\$809	Based on 60% AMI
Utilities Per Unit Annually	\$138,644	
Gross Revenue (at COO)	\$ 1,023,708 -	Monthly Rent x Units x 12 = Gross Revenue
Utilities	\$ 138,644 -	Utilities Per Unit Annually x Units = Utilities
Shelter Rent	\$ 885,064 -	Gross Revenue - Utilities = Shelter Rent
	10%	
10% Shelter Rent	\$ 88,506 -	Starting PILOT Amount (first 2 years frozen at existing tax amount)
Units	111	
Annual PILOT Per Unit	\$797	

\*2% escalator will be added per year

### 30 Year PILOT - CSD Affordable Housing

<b><u>Year</u></b>	<b><u>PILOT Payment</u></b>	
1	\$ 31,672.73	*frozen
2	\$ 31,672.73	*frozen
3	\$ 88,506.00	
4	\$ 90,276.12	
5	\$ 92,081.64	
6	\$ 93,923.28	
7	\$ 95,801.74	
8	\$ 97,717.78	
9	\$ 99,672.13	
10	\$ 101,665.57	
11	\$ 103,698.89	
12	\$ 105,772.86	
13	\$ 107,888.32	
14	\$ 110,046.09	
15	\$ 112,247.01	
16	\$ 114,491.95	
17	\$ 116,781.79	
18	\$ 119,117.42	
19	\$ 121,499.77	
20	\$ 123,929.77	
21	\$ 126,408.36	
22	\$ 128,936.53	
23	\$ 131,515.26	
24	\$ 134,145.57	
25	\$ 136,828.48	
26	\$ 139,565.05	
27	\$ 142,356.35	
28	\$ 145,203.47	
29	\$ 148,107.54	
30	\$ 151,069.69	
<b>TOTAL</b>	<b>\$ 3,342,599.88</b>	



# EXHIBIT 10



## Department of Taxation and Finance

Taxpayer Guidance Division

August 7, 2023

200 Court Street Apartments Housing Development Fund Corporation  
555 East Genesee Street  
Syracuse, NY 13202

Re: 200 Court Street Apartments Housing Development Fund Corporation

Dear John Warren:

This letter recognizes that 200 Court Street Apartments Housing Development Fund Corporation (HDFC) has certified that it meets the criteria in Private Housing Finance Law § 577(2-a) and, therefore, is exempt from the payment of New York State and local sales and use taxes, effective 12/15/2023.

HDFC should present vendors with a copy of this letter to make tax-exempt purchases. HDFC should provide its contractor with a copy of this letter and vendors may accept this letter as proof of exemption. This will assure the vendor that HDFC is the purchaser.

NYS Department of Taxation and Finance  
Taxpayer Guidance - Sales Tax Exempt Organizations Unit  
WA Harriman Campus  
Albany, NY 12227  
Email: [www.steo@tax.ny.gov](mailto:www.steo@tax.ny.gov)