

# Niagara County Industrial Development Agency

Niagara County Center for Economic Development • 6311 Inducon Corporate Drive, Ste. 1 • Sanborn, NY 14132

## **REGULAR NCIDA/NCDC/NADC BOARD MEETING**

**DATE:** May 10, 2023  
**MEETING TIME:** 9:00 a.m.  
**MEETING PLACE:** Niagara County Industrial Development Agency  
Vantage Center, Suite One  
6311 Inducon Corporate Drive  
Sanborn, NY 14132

### **Board of Directors:**

\_\_\_ **Mark A. Onesi**, Chairperson  
\_\_\_ **Kevin McCabe**, First Vice Chairperson  
\_\_\_ **Jason Krempa**, Second Vice Chairperson  
\_\_\_ **William L. Ross**, Secretary  
\_\_\_ **Scott Brydges**, Assistant Secretary  
\_\_\_ **Clifford Scott**, Member  
\_\_\_ **Robert B. Cliffe**, Member  
\_\_\_ **Maria V. Lopez**, Member

### **Staff Members:**

\_\_\_ **Susan C. Langdon**, Executive Director  
\_\_\_ **Andrea Klyczek**, Assistant Director  
\_\_\_ **Michael S. Dudley**, Finance Manager  
\_\_\_ **Caroline Caruso**, Accounting Associate  
\_\_\_ **Susan Barone**, Grants & Operations Manager  
\_\_\_ **Mark J. Gabriele**, Agency Counsel  
\_\_\_ **Julie Lamoreaux**, Administrative & HR Officer  
\_\_\_ **Jeremy Geartz**, Project Manager

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- 1.0 Meeting Called to Order – *M. Onesi*
  - 2.0 Roll Call – *J. Lamoreaux*
  - 3.0 Introduction of Guests – *M. Onesi*
  - 4.0 Pledge of Allegiance – *M. Onesi*
  - 5.0 Approval of Meeting Minutes – *W. Ross*
    - 5.1 Regular NCIDA/NCDC/NADC – March 22, 2023
  - 6.0 Finance & Audit Committee Reports – *K. McCabe*
    - 6.1 Agency Payables – March 31, 2023
    - 6.2 Agency Payable – April 30, 2023
    - 6.3 Budget Variance Report – March 31, 2023
    - 6.4 Budget Variance Report – April 30, 2023

- 7.0 Unfinished Business
  - 7.1.1 Micro Grant Approval – Youngstown Marketside LLC – *A.Klyczek*
- 8.0 New Business
  - 8.1 Zeton Inc. – *A.Klyczek*
    - 8.1.1 Preliminary Resolution
    - 8.1.2 Authorize Public Hearing
  - 8.2 Revolving Loan Fund– *A. Klyczek*
    - 8.2.1 New Application to Economic Development Administration
  - 8.3 Microenterprise Program – *A.Klyczek*
    - 8.3.1 Approval of Sub-recipient Agreement with Niagara County
  - 8.4 Heating/AC Unit – Print Pad – *J.Lamoreaux*
- 9.0 Agency Counsel – *M. Gabriele*
- 10.0 Information Items
- 11.0 Any Other Matters the Board Wishes to Discuss
- 12.0 Next Regular NCIDA/NCDC/NADC Meeting:
  - DATE: June 14, 2023
  - TIME: \*\* 9:00 a.m. \*\*
  - PLACE: Niagara County Center for Economic Development
- 13.0 Adjournment - *M. Onesi*

# **5.1**

# **MEETING MINUTES**

## **REGULAR NCIDA/NCDC/NADC BOARD MEETING**

**DATE: March 22, 2023**

**TIME: 9:00 a.m.**

**PLACE: Niagara County Center for Economic Development  
6311 Inducon Corporate Drive  
Sanborn, NY 14132**

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### **1.0 Meeting Called to Order**

The annual meeting of the Niagara County Industrial Development Agency was called to order by Chairperson Onesi at 9:00 a.m.

### **2.0 Roll Call**

Mark A. Onesi, Chairperson	Present
Kevin McCabe, 2 <sup>nd</sup> Vice Chairperson	Present
William L. Ross, Secretary	Present
Scott Brydges, Assistant Secretary	Present
Robert B. Cliffe, Member	Present
Jason Krempa, Member	Present
Clifford Scott, Member	Present
Maria V. Lopez, Member	Excused

### **3.0 Introduction of Guests**

Jonathan Epstein, Buffalo News  
Jim Fink, Business First  
Robert Creenan, Niagara Gazette  
Mike Scheer, Investigative Post  
Seth Hennard, Lumsden McCormick CPA  
Matthew Cronmiller, Lumsden McCormick CPA  
Mark Storch, Peak Development Partners, LLC  
Byron DeLuke, Montante Group

#### **Staff Present:**

Susan C. Langdon, Executive Director  
Andrea Klyczek, Assistant Director  
Michael S. Dudley, Finance Manager  
Caroline Caruso, Accounting Associate  
Susan Barone, Project Manager  
Julie Lamoreaux, Administrative Assistant  
Mark J. Gabriele, Agency Counsel

#### 4.0 Pledge of Allegiance

Mr. Krempa let the pledge of allegiance.

#### 5.0 Approval of Meeting Minutes

##### 5.1 Regular NCIDA/NCDC/NADC – February 8, 2023

***Mr. Ross motioned to approve the meeting minutes; Mr. Krempa seconded the motion. The motion passed.***

#### 6.0 Committee Reports

##### 6.1 Finance & Audit Committee

###### 6.1.1 Audit Report – Lumsden & McCormick CPAs

A representative from Lumsden & McCormick, Matthew Cronmiller joined the Audit Committee meeting earlier in the day to give an overview, and summarization for the 2022 annual audits. The committee members were given copies of the presentation which summarized all of the Agency audits for FYE December 31, 2022.

Mr. Cronmiller summarized the audits, and stated that all were clean and with no findings or material weaknesses. There were no findings which means the audit was unmodified which reflects fiscal responsibility on part of the Agency.

***Mr. Cliffe made a motion to approve the 2022 Audit Report; Mr. Brydges seconded the motion. The motion passed.***

###### 6.1.2 Agency Payables

Mr. McCabe stated that he reviewed the monthly payables and found them to be in order.

***Mr. McCabe made a motion to approve the February 2022 agency payables; Mr. Ross seconded the motion. The motion passed.***

###### 6.1.3 Budget Variance Report

Mr. McCabe stated that he had reviewed all the budget variance reports and found them to be in order.

***Mr. McCabe made a motion to approve the February 2022 budget variance; Mr. Brydges seconded the motion. The motion passed.***

## 6.2 Governance Committee

### 6.2.1 Annual Board Evaluations

Mr. Gabriele explained that under the Public Authorizes Accountable Act (PAAA), the Board of Directors of the Agency is required annually to complete a self-evaluation. Questionnaires were sent to all Board members and then summarized. The Board Evaluations are filled out anonymously.

A summary of the evaluations was in the agenda packet for the Board Members' review. Mr. Gabriele stated that the Board needed to accept and approve the evaluations so they may be placed on our website.

***Mr. Cliffe motioned to approve the Summary of the Annual Board Evaluations; Mr. Ross seconded the motion. The motion passed.***

## 7.0 Annual Meetings of the NCIDA, NCDC, and NADC

### 7.1 Election of Chairperson

The Chairperson turned the meeting over to Mark Gabriele, Agency Counsel. Mr. Gabriele stated that at this time, the Agency would accept nominations for Chairperson of the NCIDA, NCDC, and NADC.

**Mr. Ross nominated Mark Onesi, Mr. McCabe seconded the nomination. After asking for any additional nominations, hearing none, Mr. Gabriele closed the nominations. Mr. Gabriele then requested that the Secretary cast one vote for Mr. Onesi as the Chairperson.**

***Mr. Ross motioned to approve Mark Onesi as the Chairman of the Board; Mr. McCabe seconded the motion. The motion passed.***

### 7.2 Election of Officers

At this time, Chairman Onesi set forth a proposed slate of officers for the NCIDA, NCDC, and the NADC as below:

7.2.1	First Vice Chairperson	Kevin McCabe
7.2.2	Second Vice Chairperson	Jason Krempe
7.2.3	Secretary	William L. Ross
7.2.4	Assistant Secretary	Scott Bridges
7.2.5	Treasurer	Susan Langdon

**Hearing no other nominations, Mr. Onesi then requested that the Secretary cast one vote for each officer set forth above.**

### **7.3 Appointment of Committee Members and Committee Chairpersons**

Chairman Onesi then appointed the following Committee Members and Chairpersons.

#### **7.3.1 Finance & Audit Committee**

Chairperson Kevin McCabe  
Robert B. Cliffe  
Scott Brydges

#### **7.3.2 Governance Committee**

Chairperson, William L. Ross  
Clifford Scott  
Maria Lopez

#### **7.3.3 NCDC Loan/Micro Grant Committee**

Mark Onesi, NCIDA Board Chairman  
Jason Krempa, NCIDA Board Member  
Michael Taylor, Pursuit Lending  
Vacancy, Accountant  
Eric C. Tudor, Coldwell Bank Meridian  
Kevin McMullen, Small Business Owner  
Susan Langdon, NCIDA Executive Director

#### **7.3.4 Cataract Tourism Fund Committee**

Honorable Robert G. Ortt, NYS Senator – 62<sup>nd</sup> District  
Honorable Angelo J. Morinello, NYS Assembly – 145<sup>th</sup> District  
Mayor Robert Restaino, City of Niagara Falls  
Mark Onesi, NCIDA Chairman  
William L. Ross, NCIDA Board Member  
Paul Brown, President, NC Building Trades Council  
Susan C. Langdon, NCIDA Executive Director

### **7.4 Ratify Board Meeting Dates/Time**

#### **7.4.1 Second (2<sup>nd</sup>) Wednesday of the Month**

***Mr. Onesi stated the regular meeting day and time. Mr. Krempa made motion to accept the regular Board Meeting dates, seconded by Mr. McCabe; the motion passed.***

### **7.5 Reaffirm Committee Charters**

#### **7.5.1 Finance & Audit Committee Charter**

Mr. Gabriele stated the Finance & Audit Committee has recommended the reaffirmation of the Finance & Audit Committee Charter.

***Mr. Krempa made a motion to accept the charter, Mr. Brydges seconded the motion. The motion passed.***

#### **7.5.2 Governance Committee Charter**

Mr. Gabriele stated the Governance Committee has recommended the reaffirmation of the Governance Committee charter.

***Mr. Cliffe made a motion to accept the charter, Mr. Krempa seconded the motion. The motion passed.***

#### **7.6 Reaffirm Mission Statement**

Mr. Gabriele stated the Mission Statement has not changed in the last year.

***Mr. Krempa made a motion to reaffirm the Mission Statement; Mr. Brydges seconded the motion. The motion passed.***

#### **7.7 Reaffirm Uniform Tax Exempt Policy**

Mr. Gabriele explained the Board must annually reaffirm the Uniform Tax Exempt Policy.

***Mr. Krempa made a motion to reaffirm the Uniform Tax Exempt Policy, Mr. Scott seconded the motion. The motion passed.***

#### **7.8 Niagara Industrial Incubator Associates (“NIIA”)**

##### **7.8.1 Appointment of Susan Langdon**

Mr. Gabriele explained that this is an appointment by Chairman Onesi for the NIIA reappointment of Susan Langdon to represent the Agency’s interest as a partner with the NFTA.

#### **7.9 Niagara Industrial Incubator Company (“NIIC”)**

Mr. Gabriele explained that this is an appointment by Chairman Onesi for the NIIC reappointment of Susan Langdon to represent the Agency’s interest as a partner with the NFTA for the property on Niagara Falls Boulevard.

#### **7.10 Niagara Economic Development Fund (“NEDF”)**

##### **7.10.1 Appointment of Susan Langdon**

Mr. Gabriele explained that this is an appointment by Chairman Onesi for the NEDF reappointment of Susan Langdon to which the Agency as the Administrator and Trustee of that Fund.

#### **7.11 Risk Assessment and Risk Management Letter**

Mr. Dudley advised that a Risk Assessment and Management letter was provided to the Board as an annual disclosure requirement with PARIS reporting.

***Mr. Ross made a motion to accept the Risk Assessment and Risk Management letter; Mr. McCabe seconded the motion. The motion passed.***



**7.12 NCIDA Real Property Assessment**

Mr. Dudley advised that an NCIDA Real Property Assessment was provided to the Board as an annual disclosure requirement with PARIS reporting.

***Mr. McCabe made a motion to accept the Real Property Assessment; Mr. Brydges seconded the motion. The motion passed.***

**7.13 Annual Investment Reports**

Mr. Dudley stated that Annual Investment Reports for NCIDA, NCDC, and NADC were provided to the Board as an annual disclosure requirement with PARIS reporting.

***Mr. Scott made a motion to accept the Annual Investments Reports; Ms. Cliffe seconded the motion. The motion passed.***

**7.14 Reaffirm Administrative Policies for 2022**

Mr. Gabriele explained the Board must reaffirm the Administrative Policies as required by PAAA. No changes have been made to these policies since last year.

***Mr. Ross made a motion to reaffirm the Administrative Policies for 2022; Mr. McCabe seconded the motion. The motion passed.***

**7.15 2022 Annual Report Summaries**

Mr. Gabriele noted the NCIDA, NCDC, and the NADC Annual Report Summaries for 2021 were included in the Board packet for review.

***Motion to accept the annual report summaries was made by Mr. Krempa, seconded by Mr. Brydges. The motion passed.***

**7.16 2022 Annual Measurement Reports**

Mr. Gabriele stated the NCIDA, NCDC, and NADC Annual Measurement Reports for 2021 were included in the Board packet for review.

***Motion to accept the annual measurement reports was made by Mr. Brydges, seconded by Mr. Cliffe. The motion passed.***

**8.0 Unfinished Business**

**8.1 Niacet Corporation**

Ms. Klyczek stated that a Public Hearing was held February 27, 2023 at 2:00 p.m. at the Niagara Falls City Hall, 745 Main Street, Room 117, Niagara Falls, New York 14302. She added that the Mayor did follow up in support of this project.

**8.1.1 Final Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF NIACET CORPORATION AND/OR AN INDIVIDUAL(S) OR AFFILIATE, SUBSIDIARY, OR ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (AS MORE FULLY DEFINED BELOW); (ii) DETERMINE THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT; (iii) NEGOTIATE AND EXECUTE A LEASE AGREEMENT, LEASEBACK AGREEMENT, PAYMENT-IN-LIEU-OF-TAX AGREEMENT, PILOT MORTGAGE AND RELATED DOCUMENTS: AND (iv) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, (B) PARTIAL ABATEMENT OF REAL PROPERTY TAXES RELATED TO THE PROJECT; AND (C) A MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

***Mr. Ross made a motion to approve the Final Resolution; Mr. McCabe seconded the motion.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Kevin McCabe	x			
William L. Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges	x			
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**8.2 Peak Development Partners, LLC**

Ms. Klyczek stated that a Public Hearing was held February 28, 2023 at 2:00 p.m.at the City of North Tonawanda City Hall, 216 Payne Avenue, North Tonawanda, NY 14120. Mayor Tylec was in attendance, there were no comments made.

**8.2.1 Final Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF PEAK DEVELOPMENT PARTNERS, LLC AND/OR AN INDIVIDUAL(S) OR AFFILIATE, SUBSIDIARY, OR ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (AS MORE FULLY DEFINED BELOW); (ii) DETERMINE THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT; (iii) NEGOTIATE AND EXECUTE A LEASE AGREEMENT, LEASEBACK AGREEMENT, PAYMENT-IN-LIEU-OF-TAX AGREEMENT, PILOT MORTGAGE AND RELATED DOCUMENTS: AND (iv) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, (B) A MORTGAGE RECORDING TAX EXEMPTION FOR THE FINANCING RELATED TO THE PROJECT; AND (C) A PARTIAL ABATEMENT OF REAL PROPERTY TAXES RELATED TO THE PROJECT, AND (D) A MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

***Mr. Krempa made a motion to approve the Final Resolution; Mr. Scott seconded the motion.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Kevin McCabe	x			
William L. Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges	x			
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**8.3 Chase Commons LLC**

Ms. Klyczek stated that there was a Public Hearing on March 1, 2023 at 2:00 p.m. at Lockport City Hall, One Locks Plaza, Lockport, NY 14094. There were no comments made.

**8.3.1 Final Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF CHASE COMMONS LLC AND/OR AN INDIVIDUAL(S) OR AFFILIATE, SUBSIDIARY, OR ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (AS MORE FULLY DEFINED BELOW); (ii) DETERMINE THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT; (iii) NEGOTIATE AND EXECUTE A LEASE AGREEMENT, LEASEBACK AGREEMENT, PAYMENT-IN-LIEU-OF-TAX AGREEMENT, PILOT MORTGAGE AND RELATED DOCUMENTS: AND (iv) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, (B) A MORTGAGE RECORDING TAX EXEMPTION FOR THE FINANCING RELATED TO THE PROJECT; AND (C) A PARTIAL ABATEMENT OF REAL PROPERTY TAXES RELATED TO THE PROJECT, AND (D) A MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

***Mr. McCabe made a motion to approve the Final Resolution; Mr. Brydges seconded the motion.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Kevin McCabe	x			
William L. Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges	x			
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**9.0 New Business**

**9.1 Prospect Pointe Hotel LLC**

Mr. Gabriele stated that Prospect Pointe Hotel LLC has submitted an application to the agency requesting an Assignment and Assumption of an existing project in Niagara Falls currently owned by Maid of the Mist Hospitality LLC. He noted the Pilot has a short time left, however, it is the Agency’s understanding that Prospect Point Hotel LLC is assuming responsibility.

**9.1.1 Assignment and Assumption**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE ASSIGNMENT OF AND ASSUMPTION OF THE MAID OF THE MIST HOSPITALITY, LLC PROJECT TO PROSPECT POINTE HOTEL LLC INCLUDING THE ORIGINAL LEASE, LEASEBACK, PILOT AGREEMENT, TOGETHER WITH ALL ASSOCIATED DOCUMENTS RELATING TO THE FACILITY CURRENTLY RECEIVING BENEFITS FROM THE AGENCY.

***Mr. Krempa made a motion to approve the Assignment and Assumption; Mr. Cliffe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Kevin McCabe	x			
William L. Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges	x			
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**9.2 Cataract Grant Fund**

**9.2.1 Hammer & Crown BC**

Ms. Klyczek stated that the Cataract Grant Fund Committee met on March 7, 2023, and unanimously supported the Hammer & Crown Brewpub. The company will be a full service brewpub and restaurant located on 3<sup>rd</sup> Street. The total project cost is \$220,000, the company is requesting \$33,000. The bar and dining area will be removed and furnished with new booths, tables, stools, fixtures, and an alarm system. They will also be adding an outdoor patio space that will be home to a beer garden with communal seating. Following the meeting, the Mayor did submit a statement of support for this project.

**9.2.1 Hammer & Crown BC**

RESOLUTION AUTHORIZING A GRANT TO THE HAMMER & CROWN BREWING COMPANY RELATING TO A FULL- SERVICE BREW PUB PROJECT

***Mr. Ross made a motion to approve the Cataract Fund Grant Request; Mr. McCabe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Kevin McCabe	x			
William L. Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges	x			
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**9.2.2 TM Montante Development**

Ms. Klyczek stated that the Cataract Fund Grant Committee met on March 7, 2023, to discuss the TM Montante Development Project. The project includes re-development of existing buildings with a single user, Radio Niagara, as the tenant at 500 3<sup>rd</sup> Street. The project will contain ground floor restaurant, bar, and game space, as well as a second story boutique hotel and conference space. The total project cost is \$6,434,064. The eligible project cost is \$6,284,064, the amount requested is \$942,609. The committee did support the project requesting that in 6 months, TM Montante come back and update the committee with respect to the remainder of the cost that are yet to be identified.

**9.2.2 TM Montante Development**

RESOLUTION AUTHORIZING A GRANT TO THE TM MONTANTE DEVELOPMENT LLC ON BEHALF OF ITSELF AND/OR AN ENTITY FORMED OF TO BE FORMED RELATING TO THE ESTABLISHMENT A RADIO NIAGARA DESTINATION PROJECT

***Mr. Scott made a motion to approve the Cataract Fund Grant Request; Mr. Krempa seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Kevin McCabe	x			
William L. Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges	x			
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**10.0 Agency Counsel**

There were no comments from agency counsel at this time

**11.0 Information Items**

There were no information items at this time.

**12.0 Any Other Matters the Board Wishes to Discuss**

There were no matters that the Board wished to discuss.

**13.0 Next Regular NCIDA/NCDC/NADC Meeting:**

**DATE: April 12, 2023**

**TIME: \*\* 9:00 a.m. \*\***

**PLACE: Niagara County Center for Economic Development**

**14.0 Adjournment**

Mr. Onesi made a motion to adjourn; Mr. Ross seconded the motion. He meeting adjourned at 9:30 a.m.

Respectfully Submitted:

Reviewed By:

Approved By:

\_\_\_\_\_  
Julie Lamoreaux  
Administrative Assistant

\_\_\_\_\_  
Susan C. Langdon  
Executive Director

\_\_\_\_\_  
William L. Ross  
Secretary

**6.1**

**AGENCY**

**PAYABLES**

**March & April**



**Niagara County Industrial Devel. Agency**  
**Check Register**  
**For the Period From Mar 1, 2023 to Mar 31, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
29775	3/1/23	THE HARTFORD	10001.100	305.62
29776	3/7/23	360 PSG.com	10001.100	60.00
29777	3/7/23	Gabriele & Berrigan, P.C.	10001.100	5,000.00
29778	3/7/23	SUSAN C. LANGDON	10001.100	64.12
29779	3/7/23	Lumsden & McCormick, LLP	10001.100	9,000.00
29780	3/7/23	M&T Bank	10001.100	1,277.50
3/9/10	3/9/23	PAYCHEX, INC.	10001.100	84.45
3/10/23	3/10/23	NYS DEFERRED COMPENSATION PLAN	10001.100	1,316.42
3/10/23 Paychex	3/10/23	PAYCHEX, INC.	10001.100	72.75
29781	3/14/23	County of Niagara	10001.100	738.94
29782	3/14/23	Safeguard Business Systems	10001.100	198.10
29783	3/21/23	County of Niagara	10001.100	446.09
29784	3/21/23	First Choice Coffee Services	10001.100	181.20
29785	3/21/23	Guardian	10001.100	388.33
29786	3/21/23	PITNEY BOWES	10001.100	158.98
29787	3/21/23	PURCHASE POWER	10001.100	301.50
3/23/23	3/23/23	PAYCHEX, INC.	10001.100	76.66
3/24/23	3/24/23	NYS DEFERRED COMPENSATION PLAN	10001.100	1,226.42
29788	3/28/23	Charter Communications	10001.100	129.99
29789	3/28/23	Cintas Corporation LOC. 067P	10001.100	92.30
29790	3/28/23	Independent Health	10001.100	3,853.40
29791	3/28/23	Lumsden & McCormick, LLP	10001.100	10,400.00
29792	3/28/23	Professional Janitorial Services, Inc.	10001.100	705.00
<b>Total</b>				<b>36,077.77</b>

**NCIDA VIP-MTF Operating**  
**Check Register**  
For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4744	3/8/23	Frontier	10001.600	221.26
4745	3/8/23	National Grid	10001.600	48.62
4746	3/14/23	H.W.BRYK & SONS, INC.	10001.600	1,008.71
4747	3/14/23	Cooper Electric	10001.600	170.08
4748	3/14/23	Modern Disposal Services, Inc.	10001.600	174.10
4749	3/14/23	County of Niagara	10001.600	533.33
4750	3/14/23	Mike Sinatra's Landscaping and	10001.600	5,725.00
4751	3/21/23	H.W.BRYK & SONS, INC.	10001.600	260.00
4752	3/21/23	County of Niagara	10001.600	265.52
4753	3/28/23	Professional Janitorial Services, Inc.	10001.600	195.00
<b>Total</b>				<b><u>8,601.62</u></b>

**NCIDA - MTF - Operating Fund**  
**Check Register**  
For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
3102	3/8/23	National Grid	10001.600	67.48
3103	3/14/23	Niagara Falls Water Board	10001.600	495.64
3104	3/14/23	Mike Sinatra's Landscaping and	10001.600	4,525.00
3105	3/14/23	VERIZON	10001.600	124.01
3106	3/28/23	Niagara County Industrial	10001.600	123,299.00
3107	3/28/23	Niagara Frontier Transportation	10001.600	123,299.00
<b>Total</b>				<b><u>251,810.13</u></b>

**NCDC - CDBG/HUD - RLF**  
**Check Register**  
**For the Period From Mar 1, 2023 to Mar 31, 2023**

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
262	3/8/23	Lumsden & McCormick, LLP	10200-300	2,127.54
263	3/28/23	Lumsden & McCormick, LLP	10200-300	818.28
<b>Total</b>				<u><u>2,945.82</u></u>

**Niag. Cnty Dev. Corp. - EDA RLF**  
**Check Register**  
For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1346	3/8/23	Lumsden & McCormick, LLP	10001.100	3,619.01
1347	3/28/23	Lumsden & McCormick, LLP	10001.100	1,391.93
<b>Total</b>				<b>5,010.94</b>

**Niag. Cnty Dev. Corp. - Micro RLF**  
**Check Register**  
For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2086	3/8/23	Lumsden & McCormick, LLP	10004.400	753.45
2087	3/28/23	Lumsden & McCormick, LLP	10004.400	289.79
<b>Total</b>				<u><u>1,043.24</u></u>

### NIAG ECONOMIC DEV FUND

#### Check Register

For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1342	3/8/23	Lumsden & McCormick, LLP	10000-200	2,500.00
1343	3/8/23	M&T Bank	10000-200	20.00
1344	3/28/23	Lumsden & McCormick, LLP	10000-200	1,000.00
<b>Total</b>				<u><u>3,520.00</u></u>

**Niagara Industrial Incubator Associates**  
Check Register  
For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1344	3/8/23	Lumsden & McCormick, LLP	10000.100	2,900.00
1345	3/8/23	National Grid	10000.100	344.15
1346	3/14/23	Niagara Falls Water Board	10000.100	2,183.05
1347	3/14/23	Safeguard Business Systems	10000.100	198.10
1348	3/14/23	Mike Sinatra's Landscaping and	10000.100	4,225.00
1349	3/14/23	Town of Wheatfield	10000.100	35.16
1350	3/28/23	Lumsden & McCormick, LLP	10000.100	800.00
<b>Total</b>				<b>10,685.46</b>



**Niagara County Industrial Devel. Agency**  
**Check Register**  
**For the Period From Apr 1, 2023 to Apr 30, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
29793	4/4/23	Gabriele & Berrigan, P.C.	10001.100	9,858.65
29794	4/4/23	The Hartford	10001.100	889.92
29795	4/4/23	M&T Bank	10001.100	1,552.41
29796	4/4/23	National Grid	10001.100	475.31
29797	4/4/23	Niag Cnty Dept of Economic Development	10001.100	270.55
29798	4/4/23	Professional Janitorial Services, Inc.	10001.100	881.30
29799	4/4/23	STAPLES CONTRACT & COMMERCIAL	10001.100	43.43
29800	4/4/23	THE HARTFORD	10001.100	305.62
4/4/2023	4/4/23	NEW YORK STATE AND LOCAL	10001.100	631.08
4/6/23	4/6/23	PAYCHEX, INC.	10001.100	92.25
4/7/23	4/7/23	NYS DEFERRED COMPENSATION PLAN	10001.100	1,316.42
29801	4/11/23	360 PSG.com	10001.100	60.00
29802	4/11/23	Buffalo Business First	10001.100	1,390.00
29803	4/11/23	STAPLES CONTRACT & COMMERCIAL	10001.100	74.28
29804	4/18/23	County of Niagara	10001.100	485.16
29805	4/18/23	First Choice Coffee Services	10001.100	187.40
29806	4/18/23	Gabriele & Berrigan, P.C.	10001.100	10,166.61
29807	4/18/23	Guardian	10001.100	388.33
29808	4/18/23	SAM'S CLUB/SYNCHRONY BANK	10001.100	226.60
29809	4/18/23	STAPLES CONTRACT & COMMERCIAL	10001.100	106.69
4/20/23	4/20/23	PAYCHEX, INC.	10001.100	76.66
4/21/23	4/21/23	NYS DEFERRED COMPENSATION PLAN	10001.100	1,226.42
29810	4/26/23	Charter Communications	10001.100	129.99
29811	4/26/23	Independent Health	10001.100	3,853.40
29812	4/26/23	Jeremy Geartz	10001.100	409.00
29813	4/26/23	Niag Cnty Dept of Economic Development	10001.100	212.06
2009	4/26/23	Savarino Companies LLC	10660.100	155,000.00
4/28/23	4/28/23	NEW YORK STATE AND LOCAL	10001.100	634.64
29814	4/30/23	Cintas Corporation LOC. 067P	10001.100	92.30
<b>Total</b>				<b>191,036.48</b>

**NCIDA VIP-MTF Operating**  
**Check Register**  
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4754	4/4/23	H.W.BRYK & SONS, INC.	10001.600	220.00
4755	4/4/23	Frontier	10001.600	221.26
4756	4/4/23	National Grid	10001.600	392.92
4757	4/4/23	Professional Janitorial Services, Inc.	10001.600	243.80
4758	4/11/23	Modern Disposal Services, Inc.	10001.600	174.10
4759	4/11/23	Mike Sinatra's Landscaping and	10001.600	1,125.00,
4760	4/18/23	County of Niagara	10001.600	341.81
4761	4/26/23	H.W.BRYK & SONS, INC.	10001.600	1,431.73
4762	4/26/23	Grove Roofing Services, Inc.	10001.600	868.82
<b>Total</b>				<b>5,019.44</b>

**NCIDA - MTF - Operating Fund**  
**Check Register**  
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
3108	4/4/23	H.W. Bryk & Sons, Inc.	10001.600	610.00
3109	4/4/23	National Grid	10001.600	61.02
3110	4/11/23	Mike Sinatra's Landscaping and	10001.600	1,125.00
3111	4/18/23	Gabriele and Berrigan P.C.	10001.600	72.00
3112	4/18/23	VERIZON	10001.600	123.52
<b>Total</b>				<u><u>1,991.54</u></u>

**NCDC - CDBG/HUD - RLF**  
**Check Register**  
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
264	4/18/23	H. Sicherman & Company, Inc.	10200-300	11,102.25
265	4/26/23	Griffon Brewing Inc.	10200-300	374,000.00
<b>Total</b>				<u><u>385,102.25</u></u>

### NIAG ECONOMIC DEV FUND

#### Check Register

For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1345	4/26/23	324 Niagara Street Landlord, LLC	10000-200	145,000.00
<b>Total</b>				<b>145,000.00</b>

**Niagara Industrial Incubator Associates**  
**Check Register**  
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
1351	4/4/23	National Grid	10000.100	228.83
1352	4/11/23	Mike Sinatra's Landscaping and	10000.100	1,125.00
1353	4/18/23	Gabriele & Berrigan, P.C.	10000.100	306.00
1354	4/26/23	Grove Roofing Services, Inc.	10000.100	976.28
<b>Total</b>				<u><u>2,636.11</u></u>

**6.3**

**BUDGET**

**VARIANCE**

**REPORTS**

**March & April**

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**BUDGET VARIANCE REPORT AS OF March 31, 2023**  
**UN-AUDITED STATEMENT FOR INTERNAL MANAGEMENT USE ONLY**

	Current Month Actual	Current Month Budget	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Budget
<b>Operating Revenues</b>						
Project Administrative Fees	\$ 373,048.20	\$ 48,683.00	\$ 525,198.20	\$ 179,343.00	345,855.20	\$ 536,108.00
Project Application Fees	2,000.00	1,000.00	6,000.00	3,000.00	3,000.00	12,000.00
NEDF RLF Administrative Fee	4,166.67	4,166.67	12,500.01	12,500.01	0.00	50,000.00
Administrative Fees - Other	0.00	0.00	0.00	0.00	0.00	245,135.00
Interest Earnings	2,296.49	224.42	6,324.33	673.26	5,651.07	2,693.00
Miscellaneous Income	50.00	5.00	94.57	15.00	79.57	60.00
Distrib From Niag. Ind. Suites	0.00	0.00	0.00	0.00	0.00	100,000.00
Distribution from VIP MTF	0.00	0.00	0.00	0.00	0.00	150,000.00
<b>Total Operating Revenues</b>	<b>381,561.36</b>	<b>54,079.09</b>	<b>550,117.11</b>	<b>195,531.27</b>	<b>354,585.84</b>	<b>1,095,996.00</b>
<b>Operating Expenses</b>						
Salaries	34,239.60	33,500.00	102,718.80	100,500.00	2,218.80	435,500.00
Benefits	5,699.92	4,871.75	15,319.92	14,615.25	704.67	58,461.00
Retirement Benefits	3,661.58	3,661.58	10,984.74	10,984.74	0.00	43,939.00
Payroll Taxes	2,645.25	2,604.93	7,935.75	7,814.79	120.96	33,785.00
Unemployment Taxes	221.38	221.56	1,549.92	1,550.00	(0.08)	1,550.00
Consultants	2,500.00	2,500.00	7,500.00	7,500.00	0.00	30,000.00
Assistant Director	6,250.00	6,250.00	18,750.00	18,750.00	0.00	75,000.00
Legal Services	5,833.33	5,833.33	16,525.31	17,499.99	(974.68)	70,000.00
Accounting Services	9,000.00	11,110.00	18,000.00	20,110.00	(2,110.00)	20,110.00
Accounting Services - NADC	1,400.00	2,100.00	1,400.00	2,100.00	(700.00)	2,100.00
Marketing	60.00	1,833.33	3,318.35	5,499.99	(2,181.64)	22,000.00
Printing	0.00	125.00	0.00	375.00	(375.00)	1,500.00
Office Supplies	80.93	208.33	231.83	624.99	(393.16)	2,500.00
Postage	460.48	234.00	951.40	1,080.00	(128.60)	3,650.00
Telephone & Fax	103.75	88.92	311.25	266.76	44.49	1,067.00
Internet Service	280.79	208.33	560.77	624.99	(64.22)	2,500.00
Common Area Charges	870.00	723.67	2,610.00	2,171.01	438.99	8,684.00
Energy	1,725.31	2,228.00	5,367.58	7,760.00	(2,392.42)	24,518.00
Conference & Travel	1,237.72	166.67	1,328.69	500.01	828.68	2,000.00
Employee Training	0.00	416.67	550.00	1,250.01	(700.01)	5,000.00
Insurance Expense	1,644.86	1,643.17	4,934.58	4,929.51	5.07	19,718.00
Library & Membership	0.00	148.18	2,350.00	1,796.36	553.64	3,130.00
General Office	866.80	798.83	2,134.61	2,396.49	(261.88)	9,586.00
Repairs & Maintenance	1,031.63	1,098.00	2,759.89	3,294.00	(534.11)	13,176.00
Computer Support	0.00	583.33	0.00	1,749.99	(1,749.99)	7,000.00
Public Hearings	0.00	25.00	0.00	75.00	(75.00)	300.00
Furniture & Equipment Purchase	0.00	166.67	0.00	500.01	(500.01)	2,000.00
Other Expense	0.00	83.33	0.00	249.99	(249.99)	1,000.00
<b>Total Operating Expenses</b>	<b>79,813.33</b>	<b>83,432.58</b>	<b>228,093.39</b>	<b>236,568.88</b>	<b>(8,475.49)</b>	<b>899,774.00</b>
<b>Net Operating Income/&lt;Loss&gt;</b>	<b>301,748.03</b>	<b>(29,353.49)</b>	<b>322,023.72</b>	<b>(41,037.61)</b>	<b>363,061.33</b>	<b>196,222.00</b>
<b>Non-Operating Revenue &amp; Expense</b>						
Grant Rev- City NF Initiative	0.00	0.00	0.00	0.00	0.00	900,000.00
Grant Sub-City NF Initiative	0.00	0.00	0.00	0.00	0.00	900,000.00
<b>Net Non-Operating Income/&lt;Loss&gt;</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Net Income/&lt;Loss&gt;</b>	<b>\$ 301,748.03</b>	<b>(\$ 29,353.49)</b>	<b>\$ 322,023.72</b>	<b>(\$ 41,037.61)</b>	<b>363,061.33</b>	<b>\$ 196,222.00</b>



**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

Balance Sheet

March 31, 2023

**ASSETS**

Current Assets	
Cash - Checking	\$ 649,721.44
Petty Cash	300.00
Mmkt Acct. - M&T Bank	1,803,808.40
Cash - First Response	65,878.56
Cash - City of N.F.	828.92
Mmkt Acct. - Cataract Tourism	3,372,897.91
Accts Rec - Public Hearings	1,762.71
Accounts Rec. EDA - RLF	12,499.95
Due To/From Micro RLF	12,499.95
Accounts Rec - NEDF	12,500.01
Due To/From VIP - MTF	463,155.44
Due From NCDC CDBG/HUD	12,500.10
Due To/Due From NADC	151,406.56
Due To/From MTF Operating	3,504.26
Prepaid Insurance	18,154.55
Prepaid Pension Asset	45,112.00
Prepaid Expense	<u>4,438.00</u>
 Total Current Assets	 6,630,968.76
Other Assets	
Deferred Outflows	163,304.00
Investment in NHA	<u>342,500.00</u>
 Total Other Assets	 505,804.00
Fixed Assets	
Furniture & Equipment	231,672.18
Furn & Fixtures - Fed purchase	5,861.08
Accum Dep. - Furn & Equip	(199,360.75)
Accum Dep. - F&F Fed Purch	<u>(8,553.69)</u>
 Total Fixed Assets	 29,618.82
 Total Assets	 <u>\$ 7,166,391.58</u>

**LIABILITIES AND NET ASSETS**

Current Liabilities	
NYS Retirement W/H 414(H)	\$ 631.08
Accrued Retirement	10,984.74
Deferred Rev. - First Repsonse	65,878.56
Def. Rev. - City of N.F.	3,373,726.83
Accounts Payable	27,178.23
Acct. Payable - Niag. County	<u>18,750.00</u>
 Total Current Liabilities	 3,497,149.44
Long-Term Liabilities	
Deferred Inflows of Resources	<u>180,075.00</u>
 Total Long-Term Liabilities	 <u>180,075.00</u>
 Total Liabilities	 3,677,224.44
Net Assets	
Fund Balance - Operating Fund	3,167,143.42
Net Income	<u>322,023.72</u>
 Total Net Assets	 <u>3,489,167.14</u>
 Total Liabilities & Net Assets	 <u>\$ 7,166,391.58</u>

**Niagara County Industrial  
Development Agency  
Aged Payables  
As of March 31, 2023**

Vendor ID Vendor	Invoice #	Amount Due
GABRIELE	Jan 2023	4,858.65
Gabriele & Berrigan, P.C.	Mar 2023 Engagement	5,000.00
HART	LNY725958 Jan-Mar 2023	889.92
The Hartford		
M&TBUS	Mar 2023	1,552.41
M&T Bank		
NATGRID	39004 3/23	475.31
National Grid		
NCDED	Copier Ja-Feb 2023	270.55
Niag Cnty Dept of Economic Development		
ProJan	3026	881.30
Professional		
STAPLES	8069629007	43.43
STAPLES CONTRACT & COMMERCIAL Development		
Report Total		<u>13,971.57</u>

**Adjusting Journal Entries**

Estimated Feb 2023 Legal Fees	5,833.33
Estimated Mar 2023 Legal Fees	5,833.33
Estimated Mar 2023 Copier usage	200.00
Estimated Jan-Mar 2023 Telephone	90.00
Estimated Mar 2023 Niagara County Electric	450.00
Estimated Mar 2023 Niagara County Gas	800.00
	<u>27,178.23</u>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

4/5/2023

**Project Income - 2023  
Lease/Lease Back and Bonds**

<b>Closed 2023</b>	Project Type	Total Project Amount	IDA Project Amount	Fees	Application Fee	Amount Received to Date	Date Received	Balance Due	Date Closed	
	SJI Main LLC	Sales Tax Only	35,320	35,320	3,532	0	3,532	1/23/23	-	1/5/23
	OAHS Urban Park TC LLC	Bond	16,000,000	16,215,000	134,558	1,000	135,558	2/15/23	-	
	Niagara Falls International Cuisine Inc. d/b/a Sales Tax Only		510,000	29,600	2,960	1,000	3,960	2/24/23	-	
	Burger Factory Niagara Falls Inc, d/b/a A&W F L/L Back		1,230,000	1,110,000	11,100	1,000	12,100	2/24/23	-	
	OAHS Niagara Towers TC LLC	Bond	19,000,000	19,875,000	165,969	1,000	166,969	3/15/23	-	
	DLV Properties LLC	L/L Back	23,089,050	20,707,900	207,079	1,000	208,079	3/16/23	-	3/15/23
					0				-	
	<b>TOTAL</b>			<u>525,198</u>						
				Fees received in prior year	-					
				<b>Total fees received to date in 2023</b>	<u>525,198</u>					
				<b>Total 2023 Budgeted Fees</b>	<u>536,108</u>					
				<b>Balance of Budgeted Fees</b>	<u>10,910</u>					

<b>Projected 2023</b>	Project Type	Total Project Amount	IDA Project Amount	Anticipated Fees	Application Fee	Amount Received to Date	Date Received	Anticipated Balance Due	Inducement Expiration	
	Cerrone Estate Properties, LLC	L/L Back	1,780,000	1,750,000	17,500	1,000	1,000	2/3/21	17,500	3/31/23
	Olcott Yacht Club Inc.	Sales Tax & Mtg Tax Only	456,000	450,000	0	250	250	2/16/21	-	2/9/23
	Niacet Corporation	L/L Back	13,250,000	8,525,000	70,000	1,000	1,000	3/14/23	70,000	6/30/23
	TM Montante Development LLC - 512 3rd St.	L/L Back	2,687,001	2,059,941	20,599	1,000	1,000	6/7/21	20,599	7/31/23
	TM Montante Development LLC - 500 3rd St.	L/L Back	693,001	550,000	5,500	1,000	1,000	6/9/21	5,500	7/31/23
	Niacet Corporation (NxTD Project)	L/L Back	48,750,000	46,750,000	467,500	1,000	1,000	5/2/22	467,500	6/30/23
	DRC Development LLC 2022	L/L Back	3,000,000	2,883,000	28,830	1,000	1,000	6/1/22	28,830	7/31/23
	Amazon.com Services LLC	L/L Back	550,000,000	550,000,000		1,000	1,000	7/13/22	-	8/31/23
	Chase Commons LLC	L/L Back	5,000,000	4,600,000	46,000	1,000	1,000	1/18/23	46,000	3/31/24
	Peak Development Partners, LLC	L/L Back	7,475,000	7,175,000	71,750	1,000	1,000	1/31/23	71,750	3/31/24
	Niacet Corporation 2023	L/L Back	121,000,000	89,000,000	890,000	1,000	1,000	3/14/23	890,000	3/31/24
	Prospect Pointe Hotel LLC	Assumption of Maid of the Mist Hospitality, LLC PILOT				1,000			1,000	3/22/24
	<b>TOTAL</b>			<u>1,617,679</u>	<u>11,250</u>	<u>10,250</u>		<u>1,618,679</u>	<u>0</u>	
	<b>TOTAL - Projected Income 2023</b>			<u>2,142,878</u>	<u>11,250</u>	<u>10,250</u>		<u>1,618,679</u>	<u>525,198</u>	

<b>Projected 2024</b>	Project Type	Total Project Amount	IDA Project Amount	Anticipated Fees	Application Fee	Amount Received to Date	Date Received	Anticipated Balance Due	Inducement Expiration
	<b>TOTAL</b>			<u>0</u>	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>

\* Pending Board Approval

## Cataract Tourism Fund Grant Program

Grantee Name	Grant Awards	Outst'd'g Awards	Approval Date	Disbursement Date	Disbursement Amount	Offer Expiration	Project Description
Niagara County Dept. of Economic Development	37,667	0.00	10/11/2017	1/23/2018	37,667.00		Feasibility study for Niagara Falls area multi-use facility.
Niagara Aquarium Foundation	88,147	0.00	2/14/2018	7/15/2019	88,147.00		Jellyfish exhibit and equipment.
The Tourism Research Entrepreneurship Center (TReC)	176,600	0.00	8/8/2018	6/2/2020	176,600.00		Buildout, audio/visual equipment and network connectivity hardware.
Niagara Aquarium Foundation	16,717	0.00	2/12/2020	10/21/2020	16,717.00		Renovations to second floor event room.
Niagara Aquarium Foundation	370,000	0.00	8/14/2019	2/9/2021	370,000.00		Interactive touch pools adjacent to main entrance of the Aquarium.
Red Star Builders, LLC (The Niagara Club)	64,403	0.00	7/10/2019	9/7/2021	64,403.00		Spot Coffee.
Niagara Falls Center for Tourism LLC	1,000,000	415,419.91	6/12/2019	Partial 9/7/2022	584,580.09	12/31/2022	Construction of an indoor family entertainment center and outdoor improvements.
The Center for Kashmir, Inc.	273,000	273,000.00	8/12/2020	To Be Disbursed	0.00	6/30/2023	Renovations to vacant church for a museum of art and culture for Kashmir.
Savarino Companies, LLC	155,000	155,000.00	4/14/2021	To Be Disbursed	0.00	6/1/2023	Rehabilitation of 4,000 square feet of commercial/retail storefront space.
Niagara Aquarium Foundation	900,000	900,000.00	2/9/2022	To Be Disbursed	0.00	12/31/2023	Renovations to the Niagara Gorge Discovery Center for expanded programming.
Niagara Aquarium Foundation	35,000	35,000.00	2/8/2023	To Be Disbursed	0.00		Sea turtle exhibit.
Burger Factory Niagara Falls, Inc.	185,250	185,250.00	2/8/2023	To Be Disbursed	0.00		Façade renovations.
Niagara Falls International Cuisine, Inc.	76,500	76,500.00	2/8/2023	To Be Disbursed	0.00		Dining area renovations.
Hammer & Crown BC	33,000	33,000.00	3/22/2023	To Be Disbursed	0.00		Kitchen buildout, bar and dining area remodeling.
TM Montante Development(Radio Niagara)	942,609	942,609.00	3/22/2023	To Be Disbursed	0.00		Renovations for restaurant, bar, game space, bowling lounge and boutique hotel.
To Date Sub-Total	<u>4,353,893</u>	<u>3,015,778.91</u>			<u>1,338,114.09</u>		

Grant Fund Cash Balance as of 3/31/2023	3,373,726.83
Less: Outstanding Awards	<u>(3,015,778.91)</u>
Available for awarding grants	<u>357,947.92</u>

Grant Fund Balance	-
Grant Funding from NYS 11/22/2016	1,600,000.00
Grant Funding from NYS 10/16/2017	1,440,000.00
Grant Funding from NYS 10/12/2018	1,600,000.00
Bank Interest	71,884.18
Bank Fees	(43,266)
Grant Disbursements	<u>(1,338,114.09)</u>
Grant Fund Balance	<u>3,373,726.83</u>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**BUDGET VARIANCE REPORT AS OF April 30, 2023**

**UN-AUDITED STATEMENT FOR INTERNAL MANAGEMENT USE ONLY**

	<u>Current Month Actual</u>	<u>Current Month Budget</u>	<u>Year To Date Actual</u>	<u>Year To Date Budget</u>	<u>Year To Date Variance</u>	<u>Total Budget</u>
<b><u>Operating Revenues</u></b>						
Project Administrative Fees	\$ 4,000.00	\$ 24,802.00	\$ 529,198.20	\$ 204,145.00	325,053.20	\$ 536,108.00
Project Application Fees	1,000.00	1,000.00	7,000.00	4,000.00	3,000.00	12,000.00
NEDF RLF Administrative Fee	4,166.67	4,166.67	16,666.68	16,666.68	0.00	50,000.00
Administrative Fees - Other	3,100.00	3,100.00	3,100.00	3,100.00	0.00	245,135.00
Interest Earnings	2,299.42	224.42	8,623.75	897.68	7,726.07	2,693.00
Miscellaneous Income	0.00	5.00	94.57	20.00	74.57	60.00
Distrib From Niag. Ind. Suites	0.00	0.00	0.00	0.00	0.00	100,000.00
Distribution from VIP MTF	0.00	0.00	0.00	0.00	0.00	150,000.00
<b>Total Operating Revenues</b>	<b>14,566.09</b>	<b>33,298.09</b>	<b>564,683.20</b>	<b>228,829.36</b>	<b>335,853.84</b>	<b>1,095,996.00</b>
<b><u>Operating Expenses</u></b>						
Salaries	34,239.60	33,500.00	136,958.40	134,000.00	2,958.40	435,500.00
Benefits	4,841.00	4,871.75	20,160.92	19,487.00	673.92	58,461.00
Retirement Benefits	3,661.58	3,661.58	14,646.32	14,646.32	0.00	43,939.00
Payroll Taxes	2,645.25	2,604.93	10,581.00	10,419.72	161.28	33,785.00
Unemployment Taxes	0.00	0.00	1,549.92	1,550.00	(0.08)	1,550.00
Consultants	2,500.00	2,500.00	10,000.00	10,000.00	0.00	30,000.00
Assistant Director	6,250.00	6,250.00	25,000.00	25,000.00	0.00	75,000.00
Legal Services	6,058.33	5,833.33	21,083.59	23,333.32	(2,249.73)	70,000.00
Accounting Services	0.00	0.00	18,000.00	20,110.00	(2,110.00)	20,110.00
Accounting Services - NADC	0.00	0.00	1,400.00	2,100.00	(700.00)	2,100.00
Marketing	60.00	1,833.33	4,768.35	7,333.32	(2,564.97)	22,000.00
Printing	0.00	125.00	0.00	500.00	(500.00)	1,500.00
Office Supplies	106.69	208.33	412.80	833.32	(420.52)	2,500.00
Postage	213.98	518.00	1,165.38	1,598.00	(432.62)	3,650.00
Telephone & Fax	102.61	88.92	413.86	355.68	58.18	1,067.00
Internet Service	129.99	208.33	690.76	833.32	(142.56)	2,500.00
Common Area Charges	870.00	723.67	3,480.00	2,894.68	585.32	8,684.00
Energy	1,382.14	1,629.00	6,340.58	9,389.00	(3,048.42)	24,518.00
Conference & Travel	1,771.97	166.67	3,509.66	666.68	2,842.98	2,000.00
Employee Training	0.00	416.67	550.00	1,666.68	(1,116.68)	5,000.00
Insurance Expense	1,644.86	1,643.17	6,579.44	6,572.68	6.76	19,718.00
Library & Membership	65.00	148.18	2,415.00	1,944.54	470.46	3,130.00
General Office	764.15	798.83	2,910.82	3,195.32	(284.50)	9,586.00
Repairs & Maintenance	855.33	1,098.00	3,615.22	4,392.00	(776.78)	13,176.00
Computer Support	0.00	583.33	0.00	2,333.32	(2,333.32)	7,000.00
Public Hearings	0.00	25.00	0.00	100.00	(100.00)	300.00
Furniture & Equipment Purchase	0.00	166.67	0.00	666.68	(666.68)	2,000.00
Other Expense	0.00	83.33	0.00	333.32	(333.32)	1,000.00
<b>Total Operating Expenses</b>	<b>68,162.48</b>	<b>69,686.02</b>	<b>296,232.02</b>	<b>306,254.90</b>	<b>(10,022.88)</b>	<b>899,774.00</b>
<b>Net Operating Income/&lt;Loss&gt;</b>	<b>(53,596.39)</b>	<b>(36,387.93)</b>	<b>268,451.18</b>	<b>(77,425.54)</b>	<b>345,876.72</b>	<b>196,222.00</b>
<b><u>Non-Operating Revenue &amp; Expense</u></b>						
Grant Rev- City NF Initiative	155,000.00	0.00	155,000.00	0.00	155,000.00	900,000.00
Grant Sub-City NF Initiative	155,000.00	0.00	155,000.00	0.00	155,000.00	900,000.00
<b>Net Non-Operating Income/&lt;Loss&gt;</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Net Income/&lt;Loss&gt;</b>	<b>(\$ 53,596.39)</b>	<b>(\$ 36,387.93)</b>	<b>\$ 268,451.18</b>	<b>(\$ 77,425.54)</b>	<b>345,876.72</b>	<b>\$ 196,222.00</b>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

Balance Sheet  
April 30, 2023

**ASSETS**

Current Assets	
Cash - Checking	\$ 588,020.49
Petty Cash	300.00
Mmkt Acct. - M&T Bank	1,806,107.82
Cash - First Response	65,893.45
Cash - City of N.F.	838.66
Mmkt Acct. - Cataract Tourism	3,222,152.94
Accts Rec - Public Hearings	1,651.41
Accounts Rec. EDA - RLF	13,333.28
Due To/From Micro RLF	13,333.28
Accounts Rec - NEDF	16,666.68
Due To/From VIP - MTF	462,213.56
Due From NCDC CDBG/HUD	13,333.44
Due To/Due From NADC	151,406.56
Due To/From MTF Operating	3,504.26
Prepaid Insurance	16,415.44
Prepaid Pension Asset	45,112.00
Prepaid Expense	<u>4,438.00</u>
 Total Current Assets	 6,424,721.27
Other Assets	
Deferred Outflows	163,304.00
Investment in NIIA	<u>342,500.00</u>
 Total Other Assets	 505,804.00
Fixed Assets	
Furniture & Equipment	231,672.18
Furn & Fixtures - Fed purchase	5,861.08
Accum Dep. - Furn & Equip	(199,360.75)
Accum Dep. - F&F Fed Purch	<u>(8,553.69)</u>
 Total Fixed Assets	 29,618.82
 Total Assets	 <u>\$ 6,960,144.09</u>

**LIABILITIES AND NET ASSETS**

Current Liabilities	
Accrued Retirement	\$ 14,646.32
Deferred Rev. - First Repsonse	65,893.45
Def. Rev. - City of N.F.	3,222,991.60
Accounts Payable	15,943.12
Acct. Payable - Niag. County	<u>25,000.00</u>
 Total Current Liabilities	 3,344,474.49
Long-Term Liabilities	
Deferred Inflows of Resources	<u>180,075.00</u>
 Total Long-Term Liabilities	 <u>180,075.00</u>
 Total Liabilities	 3,524,549.49
Net Assets	
Fund Balance - Operating Fund	3,167,143.42
Net Income	<u>268,451.18</u>
 Total Net Assets	 <u>3,435,594.60</u>
 Total Liabilities & Net Assets	 <u>\$ 6,960,144.09</u>

**Niagara County Industrial  
Development Agency  
Aged Payables  
As of April 30, 2023**

Vendor ID Vendor	Invoice #	Amount Due
CARUSO Caroline M. Caruso	3/2/23-4/26/23	69.17
County County of Niagara	Mar 23 Elec	355.70
GABRIELE Gabriele & Berrigan, P.C.	Apr 2023 Engagement	5,000.00
M&TBUS M&T Bank	Apr 2023	1,832.36
MAGAVERN Magavern Magavern Grimm LLP	96278	225.00
NATGRID National Grid	39004 4/23	482.14
PITBOW Pitney Bowes Global Financial Development	3317395320	189.42
SELECTIVE Selective Insurance Company	WC-Audit '21-'22	31.00
Report Total		<u>8,184.79</u>

**Adjusting Journal Entries**

Estimated Apr 2023 Legal Fees	5,833.33
Estimated Apr 2023 Copier usage	200.00
Estimated Jan-Mar 2023 Telephone	90.00
Estimated Apr 2023 Telephone	30.00
Estimated Mar 2023 Niagara County Electric	500.00
Estimated Mar 2023 Niagara County Gas	400.00
Estimated Apr 2023 Cleaning service	705.00
	<u><u>15,943.12</u></u>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

5/4/2023

**Project Income - 2023  
Lease/Lease Back and Bonds**

<b>Closed 2023</b>		Project	Total	IDA	Fees	Application	Amount	Date	Balance	Date
		Type	Project	Project		Fee	Received	Received	Due	Closed
			Amount	Amount			to Date			
SJI Main LLC	Sales Tax Only		35,320	35,320	3,532	0	3,532	1/23/23	-	1/5/23
OAHS Urban Park TC LLC	Bond		16,000,000	16,215,000	134,558	1,000	135,558	2/15/23	-	
Niagara Falls International Cuisine Inc. d/b/a Sales Tax Only			510,000	29,600	2,960	1,000	3,960	2/24/23	-	
Burger Factory Niagara Falls Inc, d/b/a A&W F L/L Back			1,230,000	1,110,000	11,100	1,000	12,100	2/24/23	-	
OAHS Niagara Towers TC LLC	Bond		19,000,000	19,875,000	165,969	1,000	166,969	3/15/23	-	
DLV Properties LLC	L/L Back		23,089,050	20,707,900	207,079	1,000	208,079	3/16/23	-	3/15/23
Prospect Pointe Hotel LLC	Assumption of Maid of the Mist Hospitalit				4,000	1,000	5,000	4/10/23	-	3/22/23
					0				-	
<b>TOTAL</b>					<u>529,198</u>					
Fees received in prior year					-					
<b>Total fees received to date in 2023</b>					<u>529,198</u>					
<b>Total 2023 Budgeted Fees</b>					<u>536,108</u>					
<b>Balance of Budgeted Fees</b>					<u>6,910</u>					

<b>Projected 2023</b>		Project	Total	IDA	Anticipated	Application	Amount	Date	Anticipated	Inducement
		Type	Project	Project	Fees	Fee	Received	Received	Balance	Expiration
			Amount	Amount			to Date		Due	
Cerrone Estate Properties, LLC	L/L Back		1,780,000	1,750,000	17,500	1,000	1,000	2/3/21	17,500	3/31/23
Olcott Yacht Club Inc.	Sales Tax & Mtg Tax Only		456,000	450,000	0	250	250	2/16/21	-	2/9/23
Niacet Corporation	L/L Back		13,250,000	8,525,000	70,000	1,000	1,000	3/14/23	70,000	6/30/23
TM Montante Development LLC - 512 3rd St.	L/L Back		2,687,001	2,059,941	20,599	1,000	1,000	6/7/21	20,599	7/31/23
TM Montante Development LLC - 500 3rd St.	L/L Back		693,001	550,000	5,500	1,000	1,000	6/9/21	5,500	7/31/23
Niacet Corporation (NxTD Project)	L/L Back		48,750,000	46,750,000	467,500	1,000	1,000	5/2/22	467,500	6/30/23
DRC Development LLC 2022	L/L Back		3,000,000	2,883,000	28,830	1,000	1,000	6/1/22	28,830	7/31/23
Amazon.com Services LLC	L/L Back		550,000,000	550,000,000		1,000	1,000	7/13/22	-	8/31/23
Chase Commons LLC	L/L Back		5,000,000	4,600,000	46,000	1,000	1,000	1/18/23	46,000	3/31/24
Peak Development Partners, LLC	L/L Back		7,475,000	7,175,000	71,750	1,000	1,000	1/31/23	71,750	3/31/24
Niacet Corporation 2023	L/L Back		121,000,000	89,000,000	890,000	1,000	1,000	3/14/23	890,000	3/31/24
<b>TOTAL</b>					<u>1,617,679</u>	<u>10,250</u>	<u>10,250</u>		<u>1,617,679</u>	<u>0</u>
<b>TOTAL - Projected Income 2023</b>					<u>2,146,878</u>	<u>10,250</u>	<u>10,250</u>		<u>1,617,679</u>	<u>529,198</u>

<b>Projected 2024</b>		Project	Total	IDA	Anticipated	Application	Amount	Date	Anticipated	Inducement
		Type	Project	Project	Fees	Fee	Received	Received	Balance	Expiration
			Amount	Amount			to Date		Due	
<b>TOTAL</b>					<u>0</u>	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>

\* Pending Board Approval



**Cataract Tourism Fund  
Grant Program**

Grantee Name	Grant Awards	Outst'd'g Awards	Approval Date	Disbursement Date	Disbursement Amount	Offer Expiration	Project Description
Niagara County Dept. of Economic Development	37,667	0.00	10/11/2017	1/23/2018	37,667.00		Feasibility study for Niagara Falls area multi-use facility.
Niagara Aquarium Foundation	88,147	0.00	2/14/2018	7/15/2019	88,147.00		Jellyfish exhibit and equipment.
The Tourism Research Entrepreneurship Center (TReC)	176,600	0.00	8/8/2018	6/2/2020	176,600.00		Buildout, audio/visual equipment and network connectivity hardware.
Niagara Aquarium Foundation	16,717	0.00	2/12/2020	10/21/2020	16,717.00		Renovations to second floor event room.
Niagara Aquarium Foundation	370,000	0.00	8/14/2019	2/9/2021	370,000.00		Interactive touch pools adjacent to main entrance of the Aquarium.
Red Star Builders, LLC (The Niagara Club)	64,403	0.00	7/10/2019	9/7/2021	64,403.00		Spot Coffee.
Niagara Falls Center for Tourism LLC	1,000,000	415,419.91	6/12/2019	Partial 9/7/2022	584,580.09	12/31/2022	Construction of an indoor family entertainment center and outdoor improvements.
The Center for Kashmir, Inc.	273,000	273,000.00	8/12/2020	To Be Disbursed	0.00	6/30/2023	Renovations to vacant church for a museum of art and culture for Kashmir.
Savarino Companies, LLC	155,000	0.00	4/14/2021	4/26/2023	155,000.00	6/1/2023	Rehabilitation of 4,000 square feet of commercial/retail storefront space.
Niagara Aquarium Foundation	900,000	900,000.00	2/9/2022	To Be Disbursed	0.00	12/31/2023	Renovations to the Niagara Gorge Discovery Center for expanded programming.
Niagara Aquarium Foundation	35,000	35,000.00	2/8/2023	To Be Disbursed	0.00		Sea turtle exhibit.
Burger Factory Niagara Falls, Inc.	185,250	185,250.00	2/8/2023	To Be Disbursed	0.00		Façade renovations.
Niagara Falls International Cuisine, Inc.	76,500	76,500.00	2/8/2023	To Be Disbursed	0.00		Dining area renovations.
Hammer & Crownn BC	33,000	33,000.00	3/22/2023	To Be Disbursed	0.00		Kitchen buildout, bar and dining area remodeling.
TM.Montante Development(Radio Niagara)	942,609	942,609.00	3/22/2023	To Be Disbursed	0.00		Renovations for restaurant, bar, game space, bowling lounge and boutique hotel.
<b>To Date Sub-Total</b>	<b>4,353,893</b>	<b>2,860,778.91</b>			<b>1,493,114.09</b>		

**Grant Fund Cash Balance as of 4/30/2023**

**3,222,991.60**

**Less: Outstanding Awards**

**(2,860,778.91)**

**Available for awarding grants**

**362,212.69**

**Grant Fund Balance**

Grant Funding from NYS 11/22/2016

1,600,000.00

Grant Funding from NYS 10/16/2017

1,440,000.00

Grant Funding from NYS 10/12/2018

1,600,000.00

Bank Interest

76,148.95

Bank Fees

(43.26)

**Grant Disbursements**

**(1,493,114.09)**

**Grant Fund Balance**

**3,222,991.60**

**7.1.1**

**Micro Grant  
Approval –  
Youngstown  
Marketside LLC**

**APPLICATION**

**Applicant and Owner Information**

Date:9/8/21	
Applicant Information	
Name of Business:	Youngstown Marketside, LLC
Name of Principal Contact:	Daniella Vanoni
Social Security Number:	114789233
Mailing Address:	863 Youngstown Lockport Road
Email:	daniella.youngstownmarketside@gmail.com
Phone:	646-246-5545

Owner Information	
Name of Owner:	Daniella Vanoni
Percent Ownership:	60%
Name of Owner:	Vincent Vanoni
Percent of Ownership:	40%

**Business Information**

Business Information	
Business Address: (Physical Location or current/anticipated)	230 Lockport Street Youngstown, NY 14174
Business Type:	<input checked="" type="checkbox"/> LLC <input type="checkbox"/> S Corp <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> DBA <input type="checkbox"/> Other:
Type of Business:	<input checked="" type="checkbox"/> Start up (Open less than 6 months) <input type="checkbox"/> Expansion
If Expansion, How Many Years in Business?	
Number of Employees	5
Type of Project: (Check all that apply)	<input checked="" type="checkbox"/> Fixtures <input checked="" type="checkbox"/> Inventory <input checked="" type="checkbox"/> Working Capital <input checked="" type="checkbox"/> Equipment <input checked="" type="checkbox"/> Machinery <input type="checkbox"/> Other:
DUNS Number:	118522792

Family size	What is the number of individuals in your household? <u>3</u>		
(Check)	Corresponding Income	My Family Income (Check A for Above or B for Below)	Ethnic Origin
1	<input type="checkbox"/> \$43,050	A <input type="checkbox"/> B <input type="checkbox"/>	<p>Check one (✓)</p> <input checked="" type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native & White <input type="checkbox"/> Asian and White <input type="checkbox"/> Black/African American & White <input type="checkbox"/> American Indian/Alaskan Native & Black <input type="checkbox"/> Other (specify: _____ )
2	<input type="checkbox"/> \$49,200	A <input type="checkbox"/> B <input type="checkbox"/>	
3	<input checked="" type="checkbox"/> \$55,350	A <input type="checkbox"/> B <input type="checkbox"/>	
4	<input checked="" type="checkbox"/> \$61,500	A <input checked="" type="checkbox"/> B <input type="checkbox"/>	
5	<input type="checkbox"/> \$66,450	A <input type="checkbox"/> B <input type="checkbox"/>	
6	<input type="checkbox"/> \$71,350	A <input type="checkbox"/> B <input type="checkbox"/>	
7	<input type="checkbox"/> \$76,300	A <input type="checkbox"/> B <input type="checkbox"/>	
8	<input type="checkbox"/> \$81,200	A <input type="checkbox"/> B <input type="checkbox"/>	
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	Check if you are a female head of household		
<input type="checkbox"/>	Check if you are a handicapped individual		
<input type="checkbox"/>	Check if you are at least 65 years old		
<input type="checkbox"/>	Check if you are currently unemployed		
			<p>Also check the following box if applicable:</p> <input type="checkbox"/> Hispanic (Spanish origin)

Determine your family size by counting yourself and each family member who **currently** resides with you within the same housing unit and enter the number in the space provided. A family member is a person who is related to you by birth, marriage, or adoption. Next, total the income from all sources received during the last calendar year (January through December) by yourself and each member of your family who **currently** resides with you and check the box for the appropriate range.

**Project Description and Job Creation**

Project Description	
<p>Please provide a description of your business and the intended use of funds. (Attach additional sheets if necessary)</p> <p>Our business, Youngstown Marketside will reside in Youngstown, New York as the only small grocery store market in the remote area. Our market will focus on mostly local &amp; state wide groceries including dairy, produce, meats, spices, baking &amp; basic cooking ingredients and all other household needs. Working with as many New York based farms as we can including cattle and hog farms will help the continuation of a food supply and demand chain kept in a closer domestic community.</p> <p>Youngstown Marketside is an absolute necessity as a business structure becoming an accessible, local, and closer-community based store that will become a one stop shop for the Youngstown and surrounding communities. Our market will create 5 immediate full-time well paying positions all starting well above minimum wage.</p> <p>All awarded grant funding will be strategically and gracefully used towards the high cost of open-storage merchandiser equipment, a like-new refurbished pizza and baking oven, a sanitary and efficient cafe display case made right here in America, proper cafe and pizza shop storage, a Sandblasted Cedar Wood business sign made in Idaho and assistance with opening inventory.</p> <p>An expanded view of our business and funding usage will be in this attached documents binder.</p>	

Job Creation	
Number of Existing Jobs:	0
Number of new Jobs:	5
Job Description and Titles:	Owner: Cafe Chef & Kitchen Manager (1) Cashier (2) Store Manager/ Inventory Management (1) Pizza Prep & Cook (1) [expanded in plan documents]

**Fund Request and Source of Funds**

Fund Request	
Estimated Project Costs:	\$105,000
Grant Request:	\$25,000
Do you have quotes/estimates for project costs	If Yes, please attach. If No, when will those be available? Yes
Anticipated Completion/Business Opening:	Mid-Late November 2021

Source of Funds				
Please complete the following chart based on the estimated project costs and identified sources of funds.				
<i>Use of Funds</i>	<i>Estimated Project Total</i>	<i>Owner Equity</i>	<i>Other Sources</i>	<i>Grant Request</i>
Working Capital		\$10,000	weekly income	0
Fixtures	\$19,117	\$7,726	loan	0
Equipment	\$46,679.55	\$5,500	loan	\$25,000
Machinery	0	0	0	0
Inventory	\$30,000	0	0	0

I have read this Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents are true, accurate and complete.

Signature Saniella Uwoni Date: 1/25/22

**Credit Check Authorization**

I hereby authorize you to investigate my credit worthiness by obtaining a credit report through a credit reporting agency as part of the grant review process.

Signature Saniella Uwoni Date: 1/25/22

APPLICATION CHECKLIST

<i>For All Applicants</i>	
<input checked="" type="checkbox"/>	Completed and signed application
<input checked="" type="checkbox"/>	Copy of Certificate of Incorporation, DBA certificate, partnership filing, or signed letter of joint venture agreement
<input checked="" type="checkbox"/>	Personal financial statements for all principals (persons with 20% or greater share of profits and losses in the business)
<input checked="" type="checkbox"/>	Documentation showing commitment to operate within Niagara County (signed lease agreement and/or mortgage)
<input checked="" type="checkbox"/>	Cash flow projections for 3 years
<input checked="" type="checkbox"/>	Profit and loss projections for 3 years
<input checked="" type="checkbox"/>	Employment projections and wage rates for 3 years
<input checked="" type="checkbox"/>	Documentation to support use of funds and amount requested (quotes, cost estimates etc.)
<input checked="" type="checkbox"/>	All other documents necessary to support the application (marketing materials, references, etc.)
<input type="checkbox"/>	Commitment letters from additional funding sources.
<i>For existing, expanding businesses only</i>	
<input type="checkbox"/>	Signed copies of tax returns for past 3 years (business and personal)
<input type="checkbox"/>	Profit and loss statements
<input type="checkbox"/>	Balance sheets
<i>For new businesses only</i>	
<input checked="" type="checkbox"/>	Business plan

**8.1**

**Zeton Inc.**



**PROJECT SUMMARY**  
**Zeton US Properties, Inc.**



<b>Applicant:</b>	Zeton US Properties, Inc.	
<b>Project Location:</b>	115 Oakhurst Street, Lockport, New York 14094	
<b>Assistance:</b>	15 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>Founded in 1959, Chemical Design, Inc., (since acquired by Zeton US Properties, INC.) has been a leader in applying innovative techniques to separation and purification applications. Through this extensive experience in the chemical engineering industry, they bring a high level of expertise and insight to all their products and services, resulting in customized solutions that work for your process requirements. CDI specializes in the design and installation of systems to tackle air separation, hydrogen and syngas, chemicals and petrochemicals, natural gas and vent gas recovery for silicon plants.</p> <p>This project would require the construction of a 16,000 SF light manufacturing facility with office space for engineering and design. The manufacturing space would serve as a space for assembly of equipment for air purification, hydrogen, syngas natural gas, chemical, petrochemical and vent gas recovery systems. Future additional job creation is expected to continue to throughout the next 5-15 years.</p>	
<b>Project Costs:</b>	Acquisition Construction/Improvements Furniture, Fixtures & Equipment Soft costs Other <p align="right"><b>TOTAL</b></p>	\$ 325,000 \$ 4,000,000 \$ 500,000 \$ 400,000 \$ 5,000 <hr/> <b>\$ 5,230,000</b>
<b>Employment:</b>	Current jobs in Niagara County: 23 New Jobs in Niagara County within 3 years: 12 Estimated Annual Payroll for New Jobs: \$70,000 per job Skills: Engineering (Chemical, Mechanical, Electrical) Administration, Assembly	
<b>Evaluative Criteria:</b>	Regional wealth, In region purchases, retention, locational land use, workforce access	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator

Date: May 1, 2023  
 Project Title: Zeton US Properties Inc.  
 Project Location: 115 Oakhurst Street, Lockport, NY 14094



### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

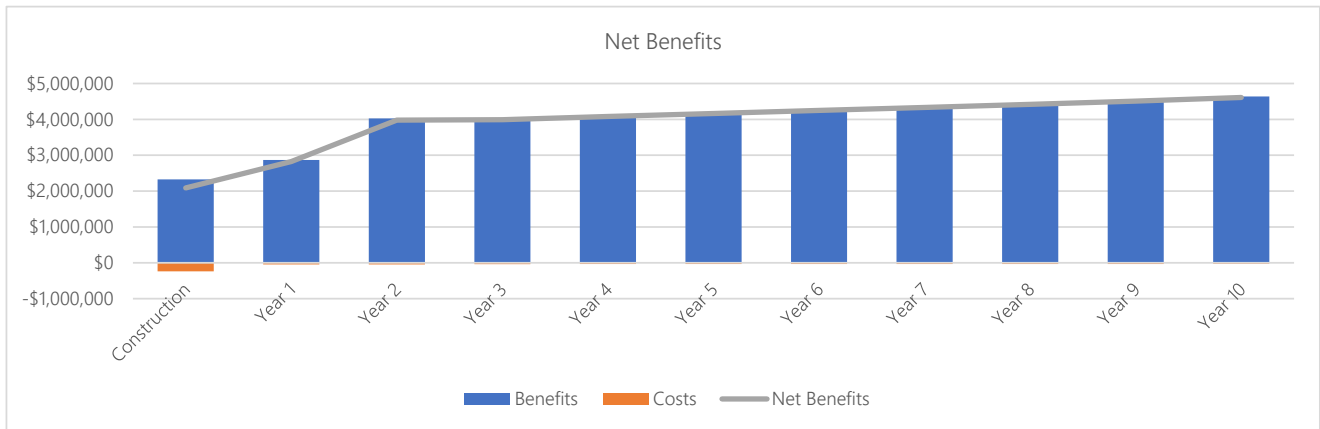
Project Total Investment  
 \$5,230,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	22	9	31
Earnings	\$1,751,500	\$445,869	\$2,197,369
Local Spend	\$4,184,000	\$1,507,679	\$5,691,679

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	35	22	57
Earnings	\$48,193,175	\$14,017,072	\$62,210,246

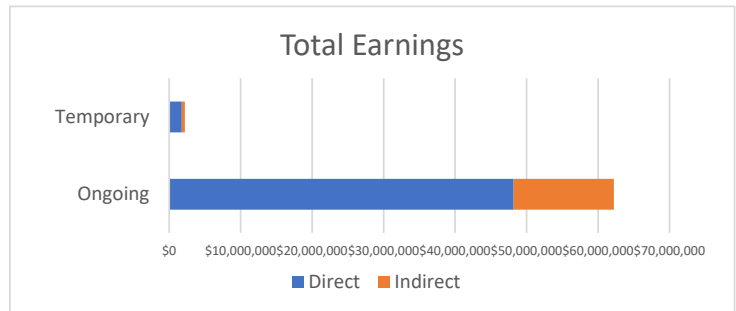
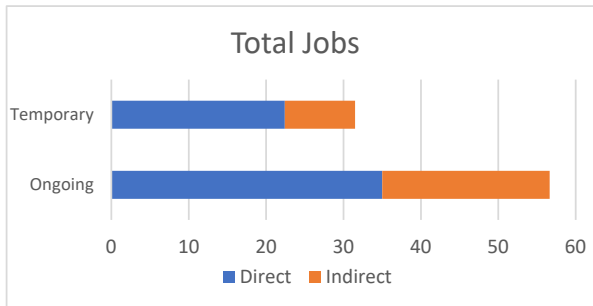
Figure 1



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

Figure 2

Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$493,212	\$428,008
Sales Tax Exemption	\$200,000	\$200,000
Local Sales Tax Exemption	\$100,000	\$100,000
State Sales Tax Exemption	\$100,000	\$100,000
Mortgage Recording Tax Exemption	\$39,225	\$39,225
Local Mortgage Recording Tax Exemption	\$13,075	\$13,075
State Mortgage Recording Tax Exemption	\$26,150	\$26,150
<b>Total Costs</b>	<b>\$732,437</b>	<b>\$667,233</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$65,104,272</b>	<b>\$55,575,145</b>
To Private Individuals	<b>\$64,407,616</b>	<b>\$54,984,632</b>
Temporary Payroll	\$2,197,369	\$2,197,369
Ongoing Payroll	\$62,210,246	\$52,787,263
Other Payments to Private Individuals	\$0	\$0
To the Public	<b>\$696,656</b>	<b>\$590,513</b>
Increase in Property Tax Revenue	\$245,803	\$205,621
Temporary Jobs - Sales Tax Revenue	\$15,382	\$15,382
Ongoing Jobs - Sales Tax Revenue	\$435,472	\$369,511
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$3,349,196</b>	<b>\$2,859,201</b>
To the Public	<b>\$3,349,196</b>	<b>\$2,859,201</b>
Temporary Income Tax Revenue	\$98,882	\$98,882
Ongoing Income Tax Revenue	\$2,799,461	\$2,375,427
Temporary Jobs - Sales Tax Revenue	\$15,382	\$15,382
Ongoing Jobs - Sales Tax Revenue	\$435,472	\$369,511
<b>Total Benefits to State &amp; Region</b>	<b>\$68,453,468</b>	<b>\$58,434,346</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$55,575,145	\$541,083	103:1
State	\$2,859,201	\$126,150	23:1
<b>Grand Total</b>	<b>\$58,434,346</b>	<b>\$667,233</b>	<b>88:1</b>

\*Discounted at 2%

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

### Additional Revenues:

County	\$56,494
City/Town/Village	\$111,000
School District	\$170,550

Estimated Value of Goods and Services to be exempt from sales and use tax as a result of the Agency's involvement in the Project. PLEASE NOTE: These amounts will be verified and there is potential for a recapture of sales tax exemptions (see "Recapture" on page 11 of the Application).

(To be used on the NYS ST-60)

### Additional Comments from IDA

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

Zeton US Properties, Inc.

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(Applicant Name)

6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132

Phone: 716-278-8760 Fax: 716-278-8769

<http://niagaracountybusiness.com>

Updated April 2022

- I. Subject to the applicable statute, information provided by applicant will be treated as confidential until such time as the Agency takes action on the request. However, in accordance with Article 6 of the Public Officers Law, all records in possession of the Agency are open to public inspection and copy.
- II. The Niagara County Industrial Development Agency has a one thousand dollar (\$1000.00) non-refundable application fee that must accompany the application submission.
- III. At the time of the project closing, project applicant is required to pay certain costs associated with the project. The applicant shall be responsible for the payment of an Agency fee in the amount of one percent (1.00%) of the total value of the project, together with Agency counsel fees as set forth in the Agency fee policy schedule, together with various related costs, including but not limited to public hearing expenses. Upon request, a fee summary will be provided to each applicant.
- IV. One (1) original signed copy of the Application and Environmental Assessment form should be submitted with the Application for Assistance.

*The Niagara County Industrial Development Agency does not discriminate on the basis of race, color, religion, sex, sexual orientation, marital status, age, national origin, disability or status as a disabled or Vietnam Veteran or any other characteristic protected by law.*

6311 Inducon Corporate Drive, Suite One ■ Sanborn, NY 14132-9099 ■ 716-278-8760  
Fax 716-278-8769 ■ [www.niagaracountybusiness.com](http://www.niagaracountybusiness.com)

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

### I. APPLICANT INFORMATION

Company Name: Zeton US Properties, Inc.

Mailing Address: 285 Market St. PO Box 513

City/Town/Village & Zip code: Lockport, New York 14094

Phone: (716) 433-6744

Website: www.zeton.com

Fed Id. No.: 88-3943490

Contact Person, and Title: Leisl Dukhedin-Lalla

Email: ldukhedin@zeton.com

**Principal Owners/Officers/Directors** (list owners with 15% or more in equity holdings with percentage ownership):

Zeton US Holdings owns 100% of Zeton US Properties Inc.

**Corporate Structure** (attach schematic if applicant is a subsidiary or otherwise affiliated with another entity)

#### Form of Entity



#### Corporation

Date of Incorporation: August 18th, 2022

State of Incorporation: New York



#### Partnership

General \_\_\_\_\_ or Limited \_\_\_\_\_

Number of general partners \_\_\_\_\_

If applicable, number of limited partners \_\_\_\_\_

Date of formation \_\_\_\_\_

Jurisdiction of Formation \_\_\_\_\_



#### Limited Liability Company/Partnership (number of members \_\_\_\_\_)

Date of organization: \_\_\_\_\_

State of Organization: \_\_\_\_\_



#### Sole Proprietorship

If a foreign organization, is the applicant authorized to do business in the State of New York?

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Gross Shuman P.C.

Contact Person, and Title: Nicholas J. Ingrassia, Attorney

Mailing Address: 465 Main Street, Suite 600

City/Town/Village & Zip code: Buffalo, NY 14203

Email: NIngrassia@gross-shuman.com

Phone: (716) 854-4300

Fax No.: (716) 854-2787

**II. PROJECT INFORMATION**

A) Project Address: 115 Oakhurst Street, Lockport, New York 14094

Tax Map Number (SBL) 108.12-2-8  
(Section/Block/Lot)  
SWIS Number 290900  
Located in City of Lockport  
Located in Town of \_\_\_\_\_  
Located in Village of \_\_\_\_\_  
School District of Lockport

B) Current Assessment of Property:

Land \$17,600  
Total \$154,000

C) Present legal owner of the site Zeton US Properties, Inc.

If other than from applicant, by what means will the site be acquired for this project?

\_\_\_\_\_

D) Describe the project:

Construction of 16,000 SF of light manufacturing and office space related to  
engineering design and assembly of equipment for air purification, hydrogen,  
syngas natural gas, chemical/petrochemical and vent gas recovery.

1. Project site (land)

(a) Indicate approximate size (In acres or square feet) of project site.

6.13+/-

(b) Indicate the present use of the project site.

Residential

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
 Three structures. House (1,152 SF), Garage (780 SF), Shed (1,176 SF)  


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3. Does the project consist of the construction of a new building or buildings?  
 If yes, indicate number and size (in square feet) of new buildings.  
 One proposed 16,000 SF new building  


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4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.  
 No  


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5. If any space in the project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.  
 Lifetime lease parcel (237.81 Ft. x 168.58 Ft.) to existing home owner  


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6. List principal items/categories of equipment to be acquired as part of the project,  
 Building materials and equipment for warehouse (assembly space) and technical  


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 Office Space  


---
7. Has construction work on this project begun?  
 No  


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E) Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another?

Yes or  No

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York?

Yes or  No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York?

Yes or  No

If Yes to any of the questions above, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

Zeton US Properties, Inc. will be relocating Chemical Design Inc. operations from the Market St.

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location to Oakhurst Street to expand operations while remaining in the City of Lockport.

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- F) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations.

III. **SOURCES & USES OF FUNDS**

A) Estimated Project Costs:

Property Acquisition	\$	325,000
Construction (Improvements)	\$	4,000,000
Equipment Purchases/Fixtures/Furnishings	\$	500,000
Soft costs (i.e. engineering, architectural)	\$	400,000
Other (describe) Application Fees	\$	5,000
<b>TOTAL USES OF FUNDS</b>	\$	<b>5,230,000</b>

B) Sources of Funds for Project Costs *(Must match above Total Uses of Funds):*

Bank Financing	\$	
Equity	\$	
Grants/Tax Credits	\$	
Taxable or Tax Exempt Bond	\$	
Other	\$	5,230,000
<b>TOTAL SOURCES OF FUNDS</b>	\$	<b>5,230,000</b>

C) Identify each state and federal grant/credit:

	\$	
	\$	
	\$	
	\$	
<b>TOTAL PUBLIC FUNDS</b>	\$	

**IV. FINANCIAL ASSISTANCE REQUESTED**

**A.) Benefits Requested:**

- Sales Tax Exemption  Mortgage Recording Tax Exemption  
 Real Property Tax Abatement (PILOT)

**B.) Value of Incentives: LEAVE THIS SECTION BLANK (will be estimated by NCIDA Staff)**

Property Tax Exemption

Estimated duration of Property Tax exemption: \_\_\_\_\_

Sales and Use Tax

Estimated value of Sales Tax exemption for facility construction: \$ \_\_\_\_\_

Estimated value of Sales Tax exemption for fixtures and equipment: \$ \_\_\_\_\_

Estimated duration of Sales Tax exemption: \_\_\_\_\_

Mortgage Recording Tax Exemption Benefit

Estimated value of Mortgage Recording Tax exemption: \$ \_\_\_\_\_

**C.) Financial Assistance Determination:**

If financial incentives are not provided by NCIDA, is the project financially viable?

- Yes or  No

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

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**V. EMPLOYMENT PLAN**

	# of Retained Jobs	Retained Jobs Average Annual Salary	# of Created Jobs <small>(3 yrs after project completion)</small>	Created Jobs Average Annual Salary
Full Time	23	\$ 91,000	12	\$ 70,000
Part time	0	\$ 0	0	\$ 0
<b>TOTAL FTEs</b>	<b>23</b>	<b>\$ 91,000</b>	<b>12</b>	<b>\$ 70,000</b>

Annual Salary Range of Jobs to be Created: \$ 55,000 to \$ 80,000

**Category of Jobs to be Retained and Created:**

Job Categories (ie. Management, Administrative, Production, etc.) \_\_\_\_\_

Engineering (Chemical, Mechanical, Electrical) Administration, Assembly

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## VI. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entity") of the service delivery area created by the federal job training partnership act (Public Law 97-300)("JTPA") in which the project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must 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 proposed project.
- C. Compliance with Section 224-a(8)(a) of N.Y Labor Law. The applicant acknowledges 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.
- D. Annual Sales Tax Filings: In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
- E. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.

- F. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:
- § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- G. Compliance with Applicable Laws: The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- I. Recapture: Should the Applicant not expend or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein described.

The Applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK )  
COUNTY OF ) ss.:


Leisl Dukhedin-Lalla, being first duly sworn, deposes and says:

1. That I am the President (Corporate Office) of Zeton US Properties, Inc. (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 2 day of MAY, 2023



(Notary Public)

**CRAIG NICHOLAS SOULSBY,**  
Notary Public, Province of Ontario,  
limited to the attestation of instruments and  
the taking of affidavits, for Zeton Inc.  
Expires March 10, 2026.

This Application should be submitted to the Niagara County Industrial Development Agency, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132.

Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.




**HOLD HARMLESS AGREEMENT**

Applicant hereby releases the NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, and (B) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all out of pocket costs incurred by the Agency in processing of the Application, including reasonable attorneys' fees, if any. Notwithstanding anything contained herein to the contrary, the foregoing indemnities shall not be applicable with respect to misconduct, negligence, or criminal activity on the part of the Agency. It is understood and agreed that the Applicant has the right to join in any defense, and participate in the management of the defense, of any claim for which the Agency seeks indemnification.

In addition to the foregoing, the Applicant understands and acknowledges that (i) this application does not create or give rise to any legal obligations on the part of the Niagara County Industrial Development Agency (the "Agency") or the Applicant except as expressly stated herein, (ii) the terms and conditions governing the award of the financial assistance described herein will be set forth in a separate agreement(s), with the Agency, the form of which will be provided to the Applicant only upon the processing and approval of this application, (iii) the requested financial assistance described in application is based upon the representations made by the Applicant, based upon the Applicant's actual knowledge as of the date of this application, to the Agency, regarding the project, and (iv) that the Agency reserves the right to revise the financial assistance described in this application if any aspect of the project changes after receipt of the application, including changes to the number of jobs, amount of capital investment, or wages, by way of example only. In addition, the Applicant reserves the right to retract, clarify, amend or modify any such representations made prior to (or concurrently with) the submittal of this application to the Agency.

**CRAIG NICHOLAS SOULSBY,**  
Notary Public, Province of Ontario,  
limited to the attestation of instruments and  
the taking of affidavits, for Zeton Inc.  
Expires March 10, 2026.

  
(Notary Public)

Sworn to before me this 2 day  
of MAY, 2023

  
(Applicant Signature)  
By: Zeton US Properties, Inc.  
Name: Leisl Dukhedini-Lalla  
Title: President



**Real Property Tax Benefits (Detailed):**

\*\* This section of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000
\$4,000,000	\$1,600,000	5.788323	11.372930	14.474401

\*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	20%	\$ 1,852	\$ 3,639	\$ 5,592	\$ 11,083	\$ 55,417	\$ 44,334
2	20%	\$ 1,852	\$ 3,639	\$ 5,592	\$ 11,083	\$ 55,417	\$ 44,334
3	30%	\$ 2,778	\$ 5,459	\$ 8,388	\$ 16,625	\$ 55,417	\$ 38,792
4	40%	\$ 3,705	\$ 7,279	\$ 11,184	\$ 22,167	\$ 55,417	\$ 33,250
5	40%	\$ 3,705	\$ 7,279	\$ 11,184	\$ 22,167	\$ 55,417	\$ 33,250
6	40%	\$ 3,705	\$ 7,279	\$ 11,184	\$ 22,167	\$ 55,417	\$ 33,250
7	40%	\$ 3,705	\$ 7,279	\$ 11,184	\$ 22,167	\$ 55,417	\$ 33,250
8	40%	\$ 3,705	\$ 7,279	\$ 11,184	\$ 22,167	\$ 55,417	\$ 33,250
9	40%	\$ 3,705	\$ 7,279	\$ 11,184	\$ 22,167	\$ 55,417	\$ 33,250
10	50%	\$ 4,631	\$ 9,098	\$ 13,980	\$ 27,709	\$ 55,417	\$ 27,709
11	50%	\$ 4,631	\$ 9,098	\$ 13,980	\$ 27,709	\$ 55,417	\$ 27,709
12	50%	\$ 4,631	\$ 9,098	\$ 13,980	\$ 27,709	\$ 55,417	\$ 27,709
13	50%	\$ 4,631	\$ 9,098	\$ 13,980	\$ 27,709	\$ 55,417	\$ 27,709
14	50%	\$ 4,631	\$ 9,098	\$ 13,980	\$ 27,709	\$ 55,417	\$ 27,709
15	50%	\$ 4,631	\$ 9,098	\$ 13,980	\$ 27,709	\$ 55,417	\$ 27,709
<b>TOTAL</b>		<b>\$ 56,494</b>	<b>\$ 111,000</b>	<b>\$ 170,550</b>	<b>\$ 338,044</b>	<b>\$ 831,256</b>	<b>\$ 493,212</b>

\*Estimates provided are based on current property tax rates and assessment value

# 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.

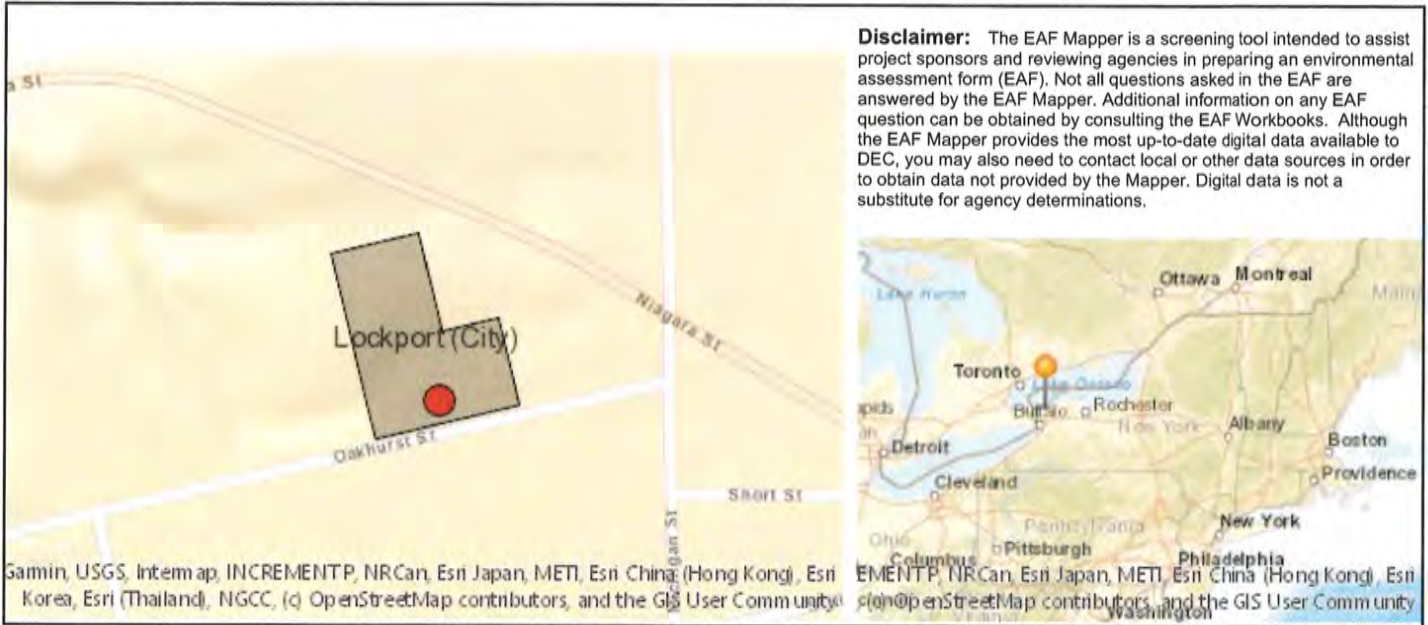
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Zeton US Properties Inc.			
Name of Action or Project: Lockport Facility Development			
Project Location (describe, and attach a location map): 115 Oakhurst Street, City of Lockport, Niagara County, NY			
Brief Description of Proposed Action: Zeton US Properties, Inc. is applying for a Special Use Permit to utilize the existing single-family home on the parcel while simultaneously operating an industrial use. The Applicant is proposing to build a 16,000+/- square foot industrial warehouse / office building on a 7.24± acre parcel. Other site improvements will include proposed driveways and parking lot, storm water detention facility, potable and fire protection water, sanitary sewer facilities, landscaping, and dark-sky compliant lighting.			
Name of Applicant or Sponsor: Leisl Dukhedin-Lalla, President, Zeton US Properties, Inc.		Telephone: 905.632.3123 ext 236 E-Mail: ldukhedin@zeton.com	
Address: 285 Market St. PO Box 513			
City/PO: Lockport		State: NY	Zip Code: 14094
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 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: City Planning Board, Niagara County Planning Board, Common Council, Building Permit			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 7.24 acres b. Total acreage to be physically disturbed? _____ 2.5 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 7.24 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 checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			



5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<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	YES	
	<input type="checkbox"/>	<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	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input 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>project will meet state energy code requirements</u>	NO	YES	
	<input type="checkbox"/>	<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	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<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?  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?	NO	YES	
	<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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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 checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" 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, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ Storm drains will discharge to a new detention basin where it will then eventually flow out through a controlled outflow structure into an established conveyance system.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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: New Detention pond will slowly discharge collected storm water through a controlled outlet structure	NO	YES
	<input type="checkbox"/>	<input checked="" 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: Site 932010, Former Lockport City Capped Landfill bordered by Gulf Creek to the west and north, the former Sulliff Rotary Park and Railroad Street to the east and the City of Lockport Highway Garage to the south, on Oakhurst but not adjoining this site.	NO	YES
	<input type="checkbox"/>	<input checked="" 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>Leisl Dukhedin-Lalla, President, Zeton US Properties, Inc.</u> Date: <u>2023-05-02</u>		
Signature: <u><i>Leisl Dukhedin-Lalla</i></u> Title: <u>President</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

# **8.3**

# **Microenterprise Program**

## GRANT AGREEMENT

THIS AGREEMENT, entered into this 10<sup>th</sup> day of May 2023 by and between the COUNTY OF NIAGARA, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal offices at 175 Hawley Street, Lockport, New York 14094, and hereinafter called "County", and the NIAGARA COUNTY DEVELOPMENT CORPORATION, a New York not-for-profit corporation having its principal offices at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132, and hereinafter called "Corporation",

WITNESSETH THAT:

WHEREAS, the County has received Federal grant assistance in the amount of Three Hundred Thousand Dollars (\$300,000.00), the ("Grant") from the New York State Housing Trust Fund Corporation (hereinafter the "HTFC") represented by the New York State Office of Community Renewal (hereinafter the "OCR") through its Microenterprise Program for the purpose of implementing a microenterprise grant program (hereinafter the "Program") in the County, and

WHEREAS, Corporation has the capacity to implement the Program in the best interests of County, and

WHEREAS, County, by a Resolution of the County Legislature dated November 15, 2022, has authorized the provision of the Grant proceeds to the Corporation under the terms as conditions as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

### Section 1. Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Application" means the County's grant application to OCR dated January 24, 2023 and accompanying submissions, and which is incorporated herein by reference and made a part hereof.

"CDBG" means Community Development Block Grant, a program of the United States Department of Housing and Urban Development.

"CDBG Funds" means Community Development Block Grant funds that are subject to Grant Agreement #806ME529-23 between the County and HTFC.

"Grant Agreement" means the agreement dated March 9, 2023 between the County and HTFC that awards the CDBG Funds to the County, such agreement being incorporated herein by reference and made a part hereof.

"HTFC" means the New York State Housing Trust Fund Corporation.

"HUD" means the United States Department of Housing and Urban Development.

"OCR" means the Office of Community Renewal, an office of New York Homes and Community Renewal.

"OCR Grant" means the award of CDBG funds to the County by HTFC as represented by OCR and as evidenced by Grant Agreement #806ME529-23 between the County and HTFC dated March 9, 2023.

"Program" means the activities described in the Application that are to be undertaken by the Corporation in implementing the Niagara County Microenterprise Program, such activities to generally include the provision of technical assistance, instruction, and grants to microenterprises (as such term is defined by HUD).

"Program Guidelines" means the Policy Guidelines and Operating Plan adopted by the Corporation with respect to the Program, as amended from time to time, which guidelines are incorporated herein.

## Section 2. Statement of Work

2.1 Corporation shall make its best efforts to implement the Program by using CDBG Funds in the amount of Two Hundred Fifty Five Thousand Dollars (\$255,000.00) to make grants in a manner consistent with the Program Guidelines. In implementing the Program, Corporation shall be responsible for the following activities:

- (a) Marketing of the Program to prospective applicants;
- (b) Development of appropriate forms and systems for grant application processing;
- (c) Preliminary review of applications (including determination of eligibility) and procurement of appropriate application information;
- (d) Consideration of applications, including written analyses and financial underwriting, approval and declination of grant applications, and appropriate notifications to applicants;
- (e) Establishment of terms and conditions of grants;
- (f) Maintenance of all relevant information regarding the application review process;
- (g) Conducting Program grant closings;
- (h) Procurement of appropriate documentation to evidence and support disbursements of Grant proceeds; submittal of draw requests and supporting cost

documentation to OCR; and coordination of disbursement of grant proceeds with the County in a manner consistent with the rules, regulations, and policies of the CDBG program;

(i) Periodic monitoring of compliance by grantees with the conditions and covenants of the grant;

U) For each grant made by Corporation with CDBG Funds pursuant to this Agreement, procurement of appropriate documentation to evidence the grantee's compliance with the grant conditions respecting employment, the grantee's project expenditures and financing, and such other information as may be required pursuant to the rules, regulations, and policies of the CDBG program;

(k) Prepare for and attend OCR Grant monitoring; and

(l) Take such other reasonable actions as may be required by the County to implement the Program in a manner consistent with the laws, regulations, and policies of the CDBG program.

2.2 In addition to the activities described in Section 2.1 above, Corporation shall itself, or through the contracted services of a qualified third-party, be responsible for the following with respect to the administration of the CDBG Funds and implementation of the Program:

(a) For each grant application, performance of a credit analysis and, if applicable, an appropriateness review in conformance with HUD guidelines; preparation of a written report detailing the credit analysis and appropriateness review; and documentation of the CDBG underwriting process consistent with the regulations at 24 CFR 570.209;

(b) Preparation of grant agreements, security agreements, and other legal documents consistent with Corporation's grant approval, and in a form consistent with applicable rules, regulations, and policies of the CDBG program, as are necessary or appropriate to effect a closing of the Program grant;

(c) Assurance that all requisite HUD and OCR approvals are received prior to funding CDBG activities;

(d) Performance of all administrative activities required pursuant to the use of CDBG Funds including, but not limited to environmental review requirements; maintenance of books of account; maintenance of requisite statistical information and documentation; periodic reporting; and the preparation of all submissions required to facilitate a closeout of the Grant; and

(e) Development of appropriate forms and systems for the reporting and documentation of costs, employment, client eligibility, and all other information required to be maintained pursuant to the rules, regulations, and policies of the CDBG program.

2.3 In accomplishing the Statement of Work as described in this Section 2, Corporation may use staff and/or contracted services. To the extent that contracted services are used, such use shall be in accordance with the provisions of 2 CFR Part 200. Subject to the restrictions contained in Section 3.2 herein, Corporation may be reimbursed for costs incurred in

accomplishing the Statement of Work where such costs represent eligible CDBG program costs pursuant to 24 CFR Part 570 and are necessary, reasonable, and directly related to the work performed in accordance with this Agreement. For the reimbursement of such costs, the following shall apply:

(a) Direct costs of Corporation must be documented by timesheets, invoices, or other appropriate information to evidence the nature of the cost. Such costs may include, but are not limited to employee salaries, benefits, and other compensation at rates not to exceed those paid by Corporation for work not provided pursuant to this Agreement; and actual costs of materials, equipment, bonding, insurance, and services incurred by Corporation; and

(b) Indirect costs of Corporation may be reimbursed only where a written plan for the charging of such costs has been approved by OCR. Such costs are those which are charged as a percentage of direct costs and may include occupancy and equipment costs (including depreciation), maintenance, repair, and similar costs which are to be charged on a prorated basis.

(c) All eligible costs incurred by Contractor pursuant to this Agreement shall be charged in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2.4 Corporation's procurement and use of third-party services in accomplishing the Statement of Work shall be consistent with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2.5 Corporation shall make its best efforts to accomplish the Statement of Work as described in this Section 2 in a manner consistent with the requirements of the Grant Agreement.

2.6 Corporation shall make its best efforts to complete the implementation of the Program by March 8, 2025 or by such later date as the OCR shall have approved as an extension of the termination date of the Grant Agreement.

### Section 3. Disbursements and Management of CDBG Funds

CDBG Funds shall be disbursed and managed by Corporation in the following manner:

3.1 Corporation may use CDBG Funds in a cumulative amount not to exceed \$255,000 to make grants to microenterprises consistent with the goals and objectives of the Program as set forth in the Program Policy and Operating Guidelines.

3.2 Corporation may, at any time, requisition the County to draw and pay from CDBG Funds amounts due Corporation for program delivery and administrative services provided pursuant to Section 2 of this Agreement. Such requisitions shall include an appropriate accounting of all charges to be paid from CDBG Funds. The amount of CDBG Funds provided by the County to Corporation for the purpose of funding program delivery costs shall not exceed the sum of \$30,000 and the amount of CDBG Funds provided by the County to Corporation for the purpose of funding administrative services shall not exceed the sum of \$15,000. The County shall be responsible for effecting any such draws of CDBG Funds in a timely manner



upon requisition by Corporation and shall disburse CDBG Funds so drawn to Corporation no more than three (3) business days after receiving such CDBG Funds from OCR

3.3 At any time, Corporation may requisition the County to draw CDBG Funds from OCR for the purpose of disbursing microenterprise grants. The County shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by Corporation and shall disburse CDBG Funds so drawn to Corporation no more than three (3) business days after receiving such CDBG Funds from OCR. The cumulative amount of CDBG Funds provided by the County to Corporation for the purpose of disbursing microenterprise grants shall not exceed the sum of two hundred fifty five thousand dollars (\$255,000.00).

3.4 Corporation shall maintain CDBG Funds it receives for the purpose of making microenterprise grants or paying third-party costs in a non-interest-bearing bank checking account and shall disburse all such CDBG Funds no later than three (3) business days after their receipt.

#### Section 4. CDBG Grant

4.1 The County and Corporation acknowledge and agree that the CDBG Funds provided to Corporation pursuant to this Agreement shall be in the form of a grant pursuant to Section 105(a)(15) of the Housing and Community Development of 1974, as amended (42 USC 5305), and that, consistent with the provisions of 24 CFR 570.489(e)(2)(ii), any income received by Corporation resulting from Corporation's use of CDBG Funds pursuant to this Agreement is not CDBG Program Income and may be retained and used by Corporation without restriction.

#### Section 5. Financial Management

5.1 Corporation shall comply with the "Standards for Financial Management Systems" set forth at 2 CFR Part 200, Subpart D.

5.2 Corporation shall comply with the audit requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

#### Section 6. Reports and Information

6.1 At such time and in such forms as OCR or the County directs, Corporation shall submit to the County any statements, records, reports, data and information required by OCR or the County pertaining to matters and services covered by this Agreement.

6.2 Corporation shall retain all records that are directly pertinent to this Agreement for three years after the OCR Grant and all other pending matters have closed.

## Section 7. Inspection of Records

7.1 At any time during normal business hours and as often as the County may deem necessary, Corporation shall make available to the County, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, all of its records with respect to matters covered by this Agreement, and Corporation shall permit the County, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

## Section 8. Assignment by Corporation

8.1 Corporation represents that its rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of the County.

## Section 9. Federal Contract Requirements

9.1 To the extent applicable to the services provided by Corporation under this Agreement, Corporation shall comply with the following requirements. In addition, Corporation shall include such provisions in any contracts it executes in accomplishing the Statement of Work as described in this Section 2.

9.2 Equal Employment Opportunity - All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

9.3 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

9.4 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -, All construction contracts of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less

than once a week. A copy of the current prevailing wage determination issued by the Department of Labor shall be placed in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to HUD.

9.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) - All construction contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5), requiring each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours and allowing work in excess of the standard work week provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.6 Patent Rights to Inventions Made Under a Contract or Agreement - In the event services include the performance of experimental, developmental, or research work, the Federal Government and recipient of the OCR Grant shall have patent rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9.8 Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended - All contracts subject to Section 3 shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.

9.9 Anti-Job Pirating Act 24CFR 570.482 - CDBG Funds will not be used to assist directly in the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs.

#### Section 10. Additional Provisions of Law to be Complied With

10.1 The parties hereto agree to comply with applicable State and local laws, rules and regulations, and any future revisions thereto, including but not limited to, 2 CFR Part 200 and 24 CFR Parts 570, in the performance of this Agreement.

Section 11. Indemnification

11.1 Corporation shall defend, indemnify, and hold harmless HTFC and the County and their respective agents and employees from and against any and all claims, actions, damages, losses, expenses, and costs of every nature and kind, including reasonable attorney's fees, incurred by or asserted or imposed against HTFC or the County arising out of Corporation's performance of the Statement of Work as set forth at Section 2 of this Agreement, except to the extent that such claims, actions, damages, losses, expenses, and costs arise from an inability of Corporation to perform the Statement of Work due to a failure by the County to perform its obligations under this Agreement.

Section 12. Supersedure of Prior Agreements

12.1 This Agreement shall supersede all prior agreements, both written and oral, between the parties respecting the use of CDBG Funds awarded by OCR for implementation of the Project.

Section 13. Amendments

13.1 This Agreement may be amended only by the mutual written consent of the County and Corporation.

Section 14. Notices

14.1 All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made if mailed, three (3) days after deposit in the mail, postage prepaid, in the case of delivery by overnight delivery service, one (1) day after delivery to the delivery service, or in the case of personal delivery, when delivered, addressed as set forth below or to such other address as may be hereafter designated in writing by the respective parties hereto:

County: Chairman, Niagara County Legislature  
175 Hawley Street  
Lockport, New York 14094

Corporation: Niagara County Development Corporation  
6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132

Section 15. Terms of Agreement

15.1 This Agreement shall become effective as of the date first above written.

15.2 This Agreement may be terminated by County for cause upon Corporation's failure to comply with any provision of this Agreement. The County shall effect such termination in the following manner:

- (a) The County shall provide written notice to Corporation stating the specific

instance(s) of noncompliance. Such notice shall specify a date that is not less than thirty (30) days after the date of delivery of such notice (the "Response Date") by which Corporation may cure, mitigate, or otherwise address the instance(s) of noncompliance.

(b) Upon Corporation's failure to cure, mitigate, or otherwise address the instance(s) of noncompliance to the satisfaction of County by the Response Date, the County may, at its option, provide written notice to Corporation effecting termination immediately upon the delivery of such notice.

15.3 Upon a termination of this Agreement for cause pursuant to Section 15.2 of this Agreement, County shall have the right to take the following actions:

(a) Whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any obligations, agreements, or covenants of Corporation arising under this Agreement prior to such termination; and

(b) Where a finding is made by HUD or OCR respecting Corporation's use of CDBG Funds that results in a monetary obligation of County to any program or agency, County shall have the right to demand from Corporation, and Corporation shall have the obligation to immediately provide to County, a cash payment in an amount not to exceed the amount of such monetary obligation.

15.4 This Agreement shall terminate immediately upon the occurrence of either of the following:

(a) Suspension or termination of the award of CDBG Funds to the County by OCR occurs due to Corporation's material failure to comply with any of the terms and conditions of said award or this Agreement.

(b) The OCR shall have issued to the County a closeout of the Grant that is unconditional and requires no actions that are the responsibility of Corporation pursuant to this Agreement.

15.5 Upon a termination of this Agreement, Corporation shall not henceforth obligate or expend CDBG Funds.

15.6 Upon a termination of this Agreement, County shall be obligated to pay from CDBG Funds costs resulting from any obligations of CDBG Funds made by Corporation pursuant to this Agreement where such obligations were made prior to the date of termination and in a manner consistent with the terms and conditions of this Agreement.

15.7 The County shall be obligated to reimburse Corporation for the cost of services provided prior to the effective date of this Agreement if such services: (i) were provided on or after the date of the Agreement between the County and the New York State Housing Trust Fund Corporation respecting the OCR Grant; (ii) represent eligible costs pursuant to the OCR Grant; and (iii) were provided in a manner consistent with all other provisions of this Agreement.

## Section 16. Reimbursement of Grant Funds

16.1 In the event that (i) OCR shall have made a finding regarding the implementation

of the Project that requires the County to pay to OCR or to HTFC, or to reimburse to County's CDBG account from non-CDBG Funds, any amount of the OCR Grant funds, and (ii) it is expressly stated by OCR that such OCR finding resulted in whole or in part from Corporation's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR; then the County shall have the right to receive from Corporation, and Corporation shall have the obligation to pay to the County, the lesser of (a) a sum equal to the amount County is required by the OCR finding to pay to OCR or reimburse to County's CDBG account, or (b) the amount of CDBG Funds disbursed to Corporation by the County pursuant to this Agreement. The County shall exercise such right of receipt by written notification to Corporation which includes an assertion of such right, the amount of Corporation's obligation, and written evidence of the applicable OCR finding. Corporation shall effect such payment to the County within twenty-one (21) calendar days of its receipt of such notification.

16.2 Notwithstanding any other provision of this Section 16, in the event that (i) OCR effects a closeout of the OCR Grant, and (ii) at the time of such closeout, there are no pending monetary findings by OCR that resulted in whole or in part from Corporation's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR, then Corporation's performance of the Statement of Work shall be deemed satisfactory and Corporation shall henceforth have no payment obligations to the County pursuant to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized offices as of the day and year first above written.

COUNTY OF NIAGARA, NEW YORK

By: \_\_\_\_\_  
Rebecca J. Wydysh, Legislature Chairman

NIAGARA COUNTY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Mark A. Onesi, Chairman

ACKNOWLEDGEMENT OF SIGNATORY(IES)

State of New York        )  
                                  )ss  
County of Niagara        )

On the            day of                                    in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Rebecca J. Wydysch, to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 of Notary Public

ACKNOWLEDGEMENT OF SIGNATORY(IES)

State of New York        )  
                                  )ss  
County of Niagara        )

On the            day of                                    in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Mark A. Onesi, to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 of Notary Public



**8.4**

# **Heating/AC Unit**

## **New Heating/AC Unit**

**Print Pad, Suite 12, 6311 Inducon Corporate Drive, Sanborn, NY 14132**

Greater Niagara Mechanical Inc. - \$9,622.00

Steve's Heating & Cooling - \$11,171.00

H.W .Bryk & Sons - \$12,650.00

T-Mark Plumbing, Heating & Cooling - \$17,900.00