

# 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:** August 10, 2022  
**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  
\_\_\_ **Jerald I. Wolfgang**, 1<sup>st</sup> Vice Chairperson  
\_\_\_ **Kevin McCabe**, 2<sup>nd</sup> Vice Chairperson  
\_\_\_ **William L. Ross**, Secretary  
\_\_\_ **Scott Brydges**, Asst. Secretary  
\_\_\_ **Robert B. Cliffe**, Member  
\_\_\_ **Jason Krempa**, Member  
\_\_\_ **Clifford Scott**, 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
    - 5.1 Regular NCIDA/NCDC/NADC – July 13, 2022
  - 6.0 Finance & Audit Committee Reports – *K. McCabe*
    - 6.1 Agency Payables – July 31, 2022
    - 6.2 Budget Variance Report – July 31, 2022

## **7.0 Unfinished Business**

- 7.1 Amazon.com Services LLC – A. Klyczek**
  - 7.1.1 Final Resolution**
- 7.2 4600 Group, LLC – A.Klyczek**
  - 7.2.1 Final Resolution**
- 7.3 CALF Development Associates, LLC – A.Klyczek**
  - 7.3.1 Final Resolution**
- 7.4 Rock One Development, LLC – M. Gabriele**
  - 7.4.1 Consent to Finance & Subordination**
- 7.5 CVE US E13 Wheatfield, LLC – M. Gabriele**
  - 7.5.1 Sales Tax**

## **8.0 New Business**

- 8.1 DLV Properties, LLC – A.Klyczek**
  - 8.1.1 Preliminary Resolution**
  - 8.1.2 Authorize Public Hearing**
- 8.2 Micbarcer Realty Co. Inc. – A. Klyczek**
  - 8.2.1 Preliminary Resolution**
  - 8.2.2 Authorize Public Hearing**
- 8.3 OAHS Niagara Towers TC LLC – M.Gabriele**
  - 8.3.1 Accept Application**
  - 8.3.2 Bond Resolution**
- 8.4 OAHS Urban Towers TC LLC – M. Gabriele**
  - 8.4.1 Accept Application**
  - 8.4.2 Bond Resolution**
- 8.5 Covid Relief for Small Business Grant – S. Barone**
  - 8.5.1 Niagara Bookkeeping & Accounting Services, Inc.**
  - 8.5.2 R&B Rock Gym, Inc.**
  - 8.5.3 Willber & Company Business Solutions, Inc.**
  - 8.5.4 Robert Ventry d/b/a Ventry's Pizza Shop**
  - 8.5.5 Joycash LLC**
  - 8.5.6 Urban Legend Studio, LLC**
  - 8.5.7 Alpha Omega Janitorial, Inc.**
  - 8.5.8 Ultimate Physique, Inc.**
- 8.6 Office Space Buildout – A. Klyczek**
- 8.7 Microenterprise Loan Re-Amortization – A. Klyczek**
  - 8.7.1 Ameri-Cut Tool Grinding Inc.**

**9.0 Agency Counsel – *M. Gabriele***

**10.0 Information Items**

**10.1 Sexual Harassment Training – *C. Caruso***

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

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

**DATE: September 14, 2022**

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

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

**13.0 Adjournment - *M. Onesi***

# **5.1**

# **MEETING MINUTES**

# 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:** July 13, 2022  
**MEETING TIME:** 9:00 a.m.  
**MEETING PLACE:** Niagara County Industrial Development Agency  
Vantage Center, Suite One  
6311 Inducon Corporate Drive  
Sanborn, NY 14132

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

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

### **2.0 Roll Call**

Mark A. Onesi, Chairperson	Present
Jerald I. Wolfgang, 1 <sup>st</sup> Vice Chairperson	Present
Kevin McCabe, 2 <sup>nd</sup> Vice Chairperson	Present
William L. Ross, Secretary	Present
Scott Brydges, Assistant Secretary	Present
Clifford Scott, Member	Present
Robert B. Cliffe, Member	Present – Arrived at 9:40 a.m.
Jason Krempa, Member	Present
Maria V. Lopez, Member	Present

### **3.0 Introduction of Guests**

#### **Guests Present:**

Jonathan Epstein, Buffalo News  
Robert Creenan, Niagara Gazette  
Kimberly Nason, Phillips Lytle LLP  
John Bancroft, Jb2 Partners  
Daniel Healy, Advanced Energy  
Dominic Pasceri, Advanced Energy  
Thomas Fox, Ellicott Development Company  
Michael Casale, Niagara County Department of Economic Development  
Jeremy Geartz, Guest  
Gwendolyn Fames, Amazon  
Brad Griggs, Amazon  
Robert G. Murray, Harris Beach, PLLC  
Andy DeVincentis, Walden Development  
Chuck Bell, Harrison Studio

**Staff Present:**

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

**4.0 Pledge of Allegiance**

Mr. Krempa led the Pledge of Allegiance.

**5.0 Approval of Meeting Minutes**

**5.1 Regular NCIDA/NCDC/NADC – June 8, 2022**

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

**6.0 Finance & Audit Committee Reports**

**6.1 Agency Payables – June 30, 2022**

Mr. McCabe stated that the monthly payables have been reviewed and found to be in order.

*Mr. McCabe made a motion to approve the monthly payables; Mr. Wolfgang seconded the motion. The motion passed.*

**6.2 Budget Variance Report – June 30, 2022**

Mr. McCabe made a motion to approve the Budget Variance Report has been reviewed and found to be in order.

*Mr. McCabe made a motion to approve the Budget Variance Report; Mr. Ross seconded the motion. The motion passed.*

**7.0 Unfinished Business**

**7.1 D.R.C. Development LLC**

Ms. Klyczek stated that on June 30, 2022 at 2:00 p.m., the Agency held a Public Hearing at the Center for Economic Development. There were comments made at the hearing.

**7.1.1 Final Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF DRC DEVELOPMENT 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 MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

***Mr. Wolfgang made a motion to approve the Final Resolution; 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.

**7.2 Lockport Schools Federal Credit Union**

Ms. Klyczek stated that on June 29, 2022 at 2:00 p.m., the Agency held a Public Hearing at Lockport City Hall. There were no comments made at the Hearing.

**7.2.1 Final Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF LOCKPORT SCHOOLS FEDERAL CREDIT UNION 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 MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

***Mr. Scott made a motion to approve the Final Resolution; 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.



**7.3 Olcott Project**

Mr. Gabriele stated that this company has requested to have their existing inducement extended for six months. This is the second extension for this company.

**7.3.1 Second Inducement Extension**

RESOLUTION AUTHORIZING THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO EXTEND THE INDUCEMENT TERM FOR OLCOTT YACHT CLUB INC. FOR A SECOND SIX-MONTH PERIOD WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF OLCOTT YACHT CLUB INC. OR AN ENTITY FORMED OR TO BE FORMED.

***Mr. Wolfgang made a motion to approve the Second Inducement Extension. 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.

## 8.0 New Business

### 8.1 Amazon.com Services LLC

Ms. Klyczek stated that the proposed project consists of the construction and operation of an e-commerce storage and distribution facility located at 8995 Lockport Road in the Town of Niagara. The site is a vacant 216 acre heavy industrial zoned site that will be considered a "First Mile" fulfillment center. The applicant's Development partner JB2, has received unanimous approvals from the Town of Niagara Planning Board and the Niagara County Planning Board. In addition, the Niagara Town Board voted unanimously in favor of a "negative declaration" for the New York State Environmental Quality Review (SEQR).

Brad Griggs a representative from Amazon, stated that the company is looking at a 216 acre site that is zoned heavy industrial to build an Amazon robotic fulfillment center. This facility would be where items are stored, packed, and shipped. This site will serve the East Coast of the United States. He stated that they are looking to construct a 3 million square foot facility with over \$550,000,000 in capital investment. The company will employ over 1,000 positions, with a minimum starting salary of at least \$15 an hour, and an annual salary of \$32,648. This includes managerial positions and hourly staff. The company has a comprehensive benefits package including medical, dental, vision, 401K matching, and parental leave. They also have a career choice program which provides 100% tuition reimbursement towards the advancement of career opportunities. The company wants to complete this in a timely manner, with a 24 month schedule to complete the project, but there may be delays due to supply chain issues.

Mr. McCabe inquired as to where there is another facility comparable to the proposed facility. Mr. Griggs noted that there is one in Syracuse, NY that is comparable. Mr. Ross commented that this is a great generational project. Mr. Ross also said he is concerned about obstructions near the Airbase with regard to the runway. Kimberly Nason noted that the company has had many conversations with the Air Reserve Station. Under the local code, their involvement is required right from the beginning. The company has had multiple meetings with them to express all of their concerns, and answer any questions they had. She said that they have the full support for the Air Reserve Station. She also added that she has been working with DOT to figure out traffic patterns. She noted that Amazon will be making traffic improvements to the area.

Mr. Wolfgang asked if the current supply chain issues would impact this project. Mr. Griggs said this is a complicated construction endeavor, and there are a lot of possible scenarios. He stated that Amazon, and its partners will do everything possible to keep the project on their current timeline. Mr. Wolfgang asked if the company will be hiring employees during the construction period. Mr. Griggs said there will be over 300 construction jobs right from the beginning. He said they have a ramp up period as the time gets closer to opening up the building. Hiring for managers and staff will begin six months before the building opens.

Mr. McCabe asked what kind of traffic studies have been done to express the concerns of the people that are living by the new facility. Ms. Nason said that throughout the zoning process, the majority of comments have had to do with the traffic concerns. She said that in February, a comprehensive traffic impact study was completed for that area

completed by SMF Associates. She said based on the data that was collected, additional mitigation will be added to address all the concerns of the traffic. She said turning lanes, and traffic improvements will be added. There will be a total of five million dollars added to go towards the roadway improvements associated with this project. The DOT has reviewed and approved all the mitigation improvements proposed in response to the traffic study.

Mr. Wolfgang asked if Amazon would work with the Community College in regards to the robotics program at the company. Mr. Griggs responded that this would be in addition to the Career Choice program that Amazon offers. Mr. Scott inquired about the environmental impacts of the company. Ms. Nason said all the reports and impacts have been completed and filed with the town. She said the Town Board at the June 21, 2022 meeting issued a negative declaration.

**8.1.1 Preliminary Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING THE APPLICATION OF AMAZON.COM SERVICING LLC WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF AMAZON.COM SERVICING LLC AND AN ENTITY FORMED OR TO BE FORMED; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE CERTAIN ACTIONS UNDER ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY.

***Mr. Wolfgang made a motion to approve the Preliminary Resolution; 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.

### **8.1.2 Authorize Public Hearing**

***Mr. Wolfgang motioned to authorize the Public Hearing; Mr. Krempa seconded the motion. The motion passed.***

### **8.2 DLV Properties, LLC**

Mr. Onesi stated that the DLV Properties, LLC project has been withdrawn from the Agenda. This project will be presented at a later date.

### **8.3 4600 Group, LLC**

Ms. Klyczek stated that 4600 Group LLC are seeking to restore the historic Frontier House in the Village of Lewiston. The 197-year-old Frontier House, that has been vacant since 2014, was placed on the National Register of Historic Places in 1974. The original use for the Frontier House was an Inn for merchants and travelers. The redevelopment plans will draw upon and celebrate the buildings rich history with the intent to make it a destination sought by visitors from outside the area. The developer is working to conduct a marketing study, and that will go into further detail about how the company plans to re-use the facility. The study is forthcoming and the Board will have it prior to the next meeting.

Mr. Fox from Ellicott Development Company stated that they purchased the Frontier House in 2019. When they purchased the building, it had been vacant for almost 20 years. They are going through the process of making plans for the building while working with the Preservation Office. He stated that they are planning on using the first floor and basement for commercial and retail activity. They are looking to do rental and market rate apartment units on the third and fourth floors.

#### **8.3.1 Preliminary Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING THE APPLICATION OF 4600 GROUP LLC WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF 4600 GROUP LLC OR AN ENTITY FORMED OR TO BE FORMED; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE CERTAIN ACTIONS UNDER ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY.

***Mr. Krempa made a motion to approve the Preliminary Resolution; Ms. Lopez 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.

**8.3.2 Authorize Public Hearing**

***Mr. Krempa motioned to authorize the Public Hearing; Mr. McCabe seconded the motion. The motion passed.***

#### 8.4 CALF Development Associates, LLC

Ms. Klyczek stated that Trek, Inc. has been leasing space at 160 Washburn Street in the City of Lockport since 2014. As operations have grown, the existing space has become limiting based on 32,000 square feet of space per floor over 3 floors. The company is looking to establish a base of production in the northeast, and the Cambria site could potentially be that base. The new 110,000 square foot facility could accommodate the existing operation and the short-term growth. Additionally, the site allows for another 100,000 square feet of expansion to accommodate mid to long-range needs. New construction would be light manufacturing, and warehouse facility. The manufacturing lines at the site include electrostatic detection and measurement solutions for semiconductor, aerospace, automotive, medical, defense, PV solar, test and measurement applications. The site would retain 205 existing jobs that are currently located in Lockport, while also adding an additional 100 jobs. Ms. Klyczek also noted that the City of Lockport is in support of this development.

Andy DeVincendis from Walden Development Group stated that this is a Greenfield site in the Town of Cambria. The company is trying to stay as close to the City of Lockport as possible to retain jobs. He also stated that this project will retain over 200 great paying jobs, and create an additional 100 jobs with a highly skilled workforce. They are looking to create an engineering center of excellence in the area. Chuck Bell from Harrison Studio added that Trek has been in Orleans and Niagara County for many years, and 50 percent of the workforce is from the local area.

##### 8.4.1 Preliminary Resolution

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING THE APPLICATION OF CALF DEVELOPMENT ASSOCIATES, LLC WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF CALF DEVELOPMENT ASSOCIATES, LLC OR AN ENTITY FORMED OR TO BE FORMED; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE CERTAIN ACTIONS UNDER ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY.

***Mr. Scott made a motion to approve the Preliminary Resolution; 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.

**8.4.2 Authorize Public Hearing**

***Mr. McCabe motioned to authorize the Public Hearing; Mr. Brydges seconded the motion. The motion passed.***

**8.5 Covid Relief for Small Business Grant**

**8.5.1 Hydraulic Race Company Inc.**

Ms. Barone stated that for this application, our consultants from H. Sicherman & Company, along with agency staff reviewed all the documents submitted to make sure the company meets all eligibility criteria. Hydraulic Race Company Inc. is also known as Lockport Cave and Underground Boat Ride, and the Niagara Zipper, a zip line attraction. They currently have over 20 employees, and are looking to create a full time position. Due to COVID restrictions, the Niagara Zipper attraction was shut down for two summer seasons, they had a significant loss in revenue. They are re-opening this season and would like to use the funds to promote the zip line ride as well as a new attraction of laser tag evening rides. They are requesting \$50,000, and the use of funds would be to increase and replace supplies for the zip line, training expenses, and marketing to promote and increase revenue for the business. The Agency recommends approval of the grant request, as the applicant qualifies based on meeting all grant eligibility requirements.

**8.5.1 Hydraulic Race Company Inc.**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING GRANT TO HYDRAULIC RACE CO., INC. UNDER THE COVID-19 RELIEF SMALL BUSINESS PROGRAM.

***Mr. Krmpa made a motion to approve the grant; Mr. Brydges 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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.

#### 8.6 Conference Room Technology Upgrade

Ms. Klyczek stated that staff has been seeking to upgrade the technology in the Conference Room and Board Room. The rooms need to be transformed from Audio Conference, to Video Conferencing capabilities. Staff received three quotes for the rooms from Capstream Technologies, ePlus, and Diversified. Staff is recommending to move forward with Capstream Technologies. Mr. Cliffe inquired as to where the money for this is coming from. Ms. Langdon responded that it will come from operational funds.

***Mr. Krempa made a motion to approve the upgrades; Mr. Brydges 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>
Jerald Wolfgang	x			
Kevin McCabe	x			
William 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 Agency Counsel**

Agency Counsel had no updates at this time.

**10.0 Information Items**

There were no information items.

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

There were no other matters the Board wished to discuss.

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

**DATE: August 10, 2022**

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

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

**13.0 Adjournment**

***Mr. Krempa made a motion to adjourn; Mr. McCabe seconded the motion. The meeting adjourned at 9:58 a.m.***

Respectfully Submitted:

Reviewed by:

Approved by:

\_\_\_\_\_  
Julie Lamoreaux  
Recording Secretary

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

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

**6.1**

**AGENCY**

**PAYABLES**

**Niagara County Industrial Devel. Agency**  
**Check Register**  
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
7/1/22	7/1/22	NYS DEFERRED COMPENSATION PLAN	10001.100	1,118.91
29572	7/1/22	THE HARTFORD	10001.100	239.39
29573	7/5/22	360 PSG.com	10001.100	60.00
29574	7/5/22	Cintas Corporation LOC. 067P	10001.100	138.45
29575	7/5/22	First Choice Coffee Services	10001.100	124.64
29576	7/5/22	The Hartford	10001.100	832.91
29577	7/5/22	M&T Bank	10001.100	62.20
29578	7/5/22	National Grid	10001.100	596.28
29579	7/12/22	Caroline M. Caruso	10001.100	46.33
29580	7/12/22	County of Niagara	10001.100	431.98
7/14/22	7/14/22	PAYCHEX, INC.	10001.100	85.36
7/15/22	7/15/22	NYS DEFERRED COMPENSATION PLAN	10001.100	1,040.91
29581	7/19/22	County of Niagara	10001.100	119.26
29582	7/19/22	Niag Cnty Dept of Economic Development	10001.100	30,474.47
29583	7/19/22	PURCHASE POWER	10001.100	301.50
29584	7/19/22	SAM'S CLUB/SYNCHRONY BANK	10001.100	153.66
29585	7/26/22	Capstream Technologies, LLC	10001.100	13,044.10
29586	7/26/22	Charter Communications	10001.100	119.99
29587	7/26/22	County of Niagara	10001.100	632.45
29588	7/26/22	Independent Health	10001.100	1,929.60
29589	7/26/22	Niagara Gazette Lockport Union Sun	10001.100	293.74
29590	7/26/22	NYS Unemployment Insurance	10001.100	153.73
7/28/22	7/28/22	PAYCHEX, INC.	10001.100	85.36
7/29/22	7/29/22	NYS DEFERRED COMPENSATION PLAN	10001.100	1,040.91
7/30/22	7/30/22	NEW YORK STATE AND LOCAL	10001.100	538.11
<b>Total</b>				<b>53,664.24</b>

**NCIDA VIP-MTF Operating**  
**Check Register**  
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
4654	7/5/22	M&T Bank	10001.600	7.12
4655	7/5/22	National Grid	10001.600	534.79
4656	7/12/22	H.W.BRYK & SONS, INC.	10001.600	185.00
4657	7/12/22	Frontier	10001.600	183.32
4658	7/12/22	Landscape Associate of WNY, Inc.	10001.600	779.86
4659	7/12/22	M&M Electric Construction Co., Inc.	10001.600	1,338.09
4660	7/12/22	County of Niagara	10001.600	284.18
4661	7/19/22	Modern Disposal Services, Inc.	10001.600	169.03
4662	7/26/22	County of Niagara	10001.600	515.94
<b>Total</b>				<b><u>3,997.33</u></b>

**NCIDA - MTF - Operating Fund**  
**Check Register**  
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
3062	7/12/22	Landscape Associate of WNY, Inc.	10001.600	422.71
3063	7/12/22	National Grid	10001.600	50.24
3064	7/19/22	VERIZON	10001.600	129.03
<b>Total</b>				<b>601.98</b>

**NCDC - CDBG/HUD - RLF**  
**Check Register**  
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
218	7/19/22	H. Sicherman & Company, Inc.	10200-300	16,000.00
219	7/19/22	708 E. Market Street Niagara Falls Inc.	10200-300	42,534.67
220	7/19/22	Ameri-Cut Tool Grinding Inc.	10200-300	5,074.50
221	7/19/22	Calhoon's Pub of Newfane, Inc.	10200-300	50,000.00
222	7/19/22	James T Baker and Kathleen M. Baker dba	10200-300	13,758.76
223	7/19/22	Christopher L. Lee d/b/a 716 Supreme	10200-300	12,761.40
224	7/19/22	The Craft Kitchen & Bar LLC	10200-300	50,000.00
225	7/19/22	Donovan Orchards LLC	10200-300	24,390.04
226	7/19/22	Escarpment Arms, Inc.	10200-300	50,000.00
227	7/19/22	Flip Burger Inc.	10200-300	14,114.33
228	7/19/22	Michael J. Dan d/b/a Mike Dan Motors	10200-300	1,095.50
229	7/19/22	Nate's Typewriters and Computers, Inc.	10200-300	50,000.00
230	7/19/22	Niagara Shores Campground and	10200-300	40,709.72
231	7/19/22	David J. Fronczak d/b/a Village Inn	10200-300	50,000.00
232	7/19/22	The Why Coffee Shop LLC	10200-300	36,000.00
233	7/19/22	Willie A. Price Speaks, LLC	10200-300	2,841.13
<b>Total</b>				<b>459,280.05</b>

**Niag. Cnty Dev. Corp. - Micro RLF**  
**Check Register**  
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
2060	7/5/22	3 Sisters Garlic LLC	10004.400	9,446.00
2061	7/5/22	Covey's Cove Inc.	10004.400	14,769.76
2062	7/5/22	I Eudaimonia Inc. d/b/a Jacobsen	10004.400	1,736.64
2063	7/5/22	Halligan's Niagara LLC	10004.400	25,000.00
2064	7/5/22	MHG Food and Events Services, LLC	10004.400	7,477.07
2065	7/5/22	Ruff Rock LLC	10004.400	12,986.41
<b>Total</b>				<b><u>71,415.88</u></b>

**Niagara Industrial Incubator Associates**  
Check Register  
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1307	7/5/22	National Fuel	10000.100	152.93
1308	7/12/22	National Grid	10000.100	420.40
1309	7/26/22	Blue Ox Roofing	10000.100	626.00
<b>Total</b>				<u><u>1,199.33</u></u>



# **6.2**

# **BUDGET**

# **VARIANCE**

# **REPORT**

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**BUDGET VARIANCE REPORT AS OF July 31, 2022**

**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><u>Operating Revenues</u></b>						
Project Administrative Fees	\$ 62,000.00	\$ 15,623.00	\$ 236,461.70	\$ 232,384.00	4,077.70	\$ 519,096.00
Project Application Fees	4,000.00	1,000.00	12,000.00	7,000.00	5,000.00	12,000.00
NEDF RLF Administrative Fee	4,166.67	4,166.67	29,166.69	29,166.69	0.00	50,000.00
EDA RLF-Grant 2020 Admin Fees	0.00	0.00	15,393.25	0.00	15,393.25	0.00
Administratve Fees - Other	0.00	0.00	0.00	0.00	0.00	15,432.00
Interest Earnings	119.86	26.50	286.75	185.50	101.25	318.00
Miscellaneous Income	0.00	0.00	192.17	0.00	192.17	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	100,000.00
<b>Total Operating Revenues</b>	<b>70,286.53</b>	<b>20,816.17</b>	<b>293,500.56</b>	<b>268,736.19</b>	<b>24,764.37</b>	<b>796,906.00</b>
<b><u>Operating Expenses</u></b>						
Salaries	39,934.98	39,570.36	199,674.90	197,851.80	1,823.10	342,943.00
Benefits	2,773.27	3,282.33	22,413.75	22,976.31	(562.56)	39,388.00
Retirement Benefits	3,104.33	3,104.33	21,730.31	21,730.31	0.00	37,252.00
Payroll Taxes	3,094.49	3,147.48	15,633.13	15,902.28	(269.15)	27,553.00
Unemployment Taxes	153.73	0.00	1,413.83	1,260.00	153.83	1,260.00
Consultants	2,500.00	2,500.00	17,500.00	17,500.00	0.00	30,000.00
Assisstant Director	5,462.25	5,462.25	38,235.75	38,235.75	0.00	65,547.00
Legal Services	5,000.00	5,000.00	52,945.71	35,000.00	17,945.71	60,000.00
Accounting Services	0.00	0.00	19,500.00	19,000.00	500.00	19,000.00
Accounting Services - NADC	0.00	0.00	1,200.00	2,100.00	(900.00)	2,100.00
Marketing	427.50	1,833.33	3,266.10	12,833.31	(9,567.21)	22,000.00
Printing	0.00	125.00	485.13	875.00	(389.87)	1,500.00
Office Supplies	21.74	208.33	935.89	1,458.31	(522.42)	2,500.00
Postage	490.92	496.00	1,828.46	2,743.00	(914.54)	3,840.00
Telephone & Fax	93.18	98.25	591.30	687.75	(96.45)	1,179.00
Internet Service	152.71	206.67	1,275.49	1,446.69	(171.20)	2,480.00
Common Area Charges	634.00	634.08	4,438.00	4,438.56	(0.56)	7,609.00
Energy	1,433.17	1,335.00	12,298.49	9,463.00	2,835.49	15,848.00
Conference & Travel	0.00	208.33	408.80	1,458.31	(1,049.51)	2,500.00
Employee Training	0.00	0.00	0.00	0.00	0.00	1,000.00
Insurance Expense	1,481.40	1,641.58	10,369.80	11,491.06	(1,121.26)	19,699.00
Library & Membership	0.00	0.00	1,933.94	2,165.00	(231.06)	2,843.00
General Office	667.09	712.33	4,252.66	4,986.31	(733.65)	8,548.00
Repairs & Maintenance	941.81	1,169.67	6,505.89	8,187.69	(1,681.80)	14,036.00
Computer Support	0.00	666.67	1,000.00	4,666.69	(3,666.69)	8,000.00
Public Hearings	0.00	33.33	0.00	233.31	(233.31)	400.00
Furniture & Equipment Purchase	13,963.73	166.67	13,963.73	1,166.69	12,797.04	2,000.00
Other Expense	0.00	83.33	0.00	583.31	(583.31)	1,000.00
<b>Total Operating Expenses</b>	<b>82,330.30</b>	<b>71,685.32</b>	<b>453,801.06</b>	<b>440,440.44</b>	<b>13,360.62</b>	<b>742,025.00</b>
<b>Net Operating Income/&lt;Loss&gt;</b>	<b>(12,043.77)</b>	<b>(50,869.15)</b>	<b>(160,300.50)</b>	<b>(171,704.25)</b>	<b>11,403.75</b>	<b>54,881.00</b>
<b><u>Non-Operating Revenue &amp; Expense</u></b>						
Grants Rev.	0.00	73,621.83	0.00	515,352.81	(515,352.81)	883,462.00
Grant Rev- City NF Initiative	0.00	35,979.17	0.00	251,854.19	(251,854.19)	431,750.00
Grant to Subrecipient	0.00	63,291.67	0.00	443,041.69	(443,041.69)	759,500.00
Grant Sub-City NF Initiative	0.00	35,979.17	0.00	251,854.19	(251,854.19)	431,750.00
<b>Net Non-Operating Income/&lt;Loss&gt;</b>	<b>0.00</b>	<b>10,330.16</b>	<b>0.00</b>	<b>72,311.12</b>	<b>(72,311.12)</b>	<b>123,962.00</b>
<b>Total Net Income/&lt;Loss&gt;</b>	<b>(\$ 12,043.77)</b>	<b>(\$ 40,538.99)</b>	<b>(\$ 160,300.50)</b>	<b>(\$ 99,393.13)</b>	<b>(60,907.37)</b>	<b>\$ 178,843.00</b>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

Balance Sheet

July 31, 2022

**ASSETS**

Current Assets		
Cash - Checking	\$	79,133.87
Petty Cash		300.00
Mmkt Acct. - M&T Bank		1,894,054.88
Cash - First Response		65,808.84
Cash - City of N.F.		827.24
Mmkt Acct. - Cataract Tourism		3,939,174.30
Accts Rec - Public Hearings		1,847.57
Accounts Rec. EDA - RLF		5,833.31
Due To/From Micro RLF		5,833.31
Due To/From VIP - MTF		379,599.47
Due From NCDC CDBG/HUD		5,833.38
Due To/Due From NADC		151,406.56
Prepaid Insurance		<u>8,188.10</u>
 Total Current Assets		 6,537,840.83
Other Assets		
Deferred Outflows		239,614.00
Investment in NIIA		<u>342,500.00</u>
 Total Other Assets		 582,114.00
Fixed Assets		
Furniture & Equipment		199,360.75
Furn & Fixtures - Fed purchase		5,861.08
Accum Dep. - Furn & Equip		(199,360.75)
Accum Dep. - F&F Fed Purch		<u>(5,861.08)</u>
 Total Fixed Assets		 <u>0.00</u>
 Total Assets		 <u>\$ 7,119,954.83</u>

**LIABILITIES AND NET ASSETS**

Current Liabilities		
Accrued Retirement	\$	21,730.31
Deferred Rev. - NEDF		20,833.31
Deferred Rev. - First Repsonse		65,808.84
Def. Rev. - City of N.F.		3,940,001.54
Accounts Payable		28,890.50
Acct. Payable - Niag. County		<u>7,761.28</u>
 Total Current Liabilities		 4,085,025.78
Long-Term Liabilities		
Pension Liability		757.00
Deferred Inflows of Resources		<u>236,693.00</u>
 Total Long-Term Liabilities		 <u>237,450.00</u>
 Total Liabilities		 4,322,475.78
Net Assets		
Fund Balance - Operating Fund		2,957,779.55
Net Income		<u>(160,300.50)</u>
 Total Net Assets		 <u>2,797,479.05</u>
 Total Liabilities & Net Assets		 <u>\$ 7,119,954.83</u>

**Niagara County Industrial  
Development Agency  
Aged Payables  
As of July 31, 2022**

Vendor ID Vendor	Invoice #	Amount Due
cin Cintas Corporation #782	4993651;6353853	92.30
FCCoffee First Choice Coffee Services	249604	79.50
GABRIELE Gabriele & Berrigan, P.C.	Jul 2022 Engagement	5,000.00
HARR Haris Beach PLLC	8865600	3,150.00
M&TBUS M&T Bank	Jul 2022	1,794.03
NATGRID National Grid	39004 7/22	663.17
NCDED Niag Cnty Dept of Economic Development	Copier Jun 2022 7/1/21-12/31/21	224.00
PITBOW Pitney Bowes Global Financial	3316072169	189.42
STAPLES STAPLES CONTRACT & COMMERCIAL	8066974891	21.74
Report Total		<u>11,214.16</u>
<b><u>Adjusting Journal Entries</u></b>		
	Estimated May 2022 Legal Fees	5,000.00
	Estimated Jun 2022 Legal Fees	5,000.00
	Estimated Jul 2022 Legal Fees	5,000.00
	Estimated Jul 2022 Copier usage	200.00
	Estimated Apr-Jun 2022 Telephone	90.00
	Estimated Jul 2022 Telephone	30.00
	Estimated Jul 2022 Niagara County Electric	700.00
	Estimated Jul 2022 Niagara County Gas	70.00
	Estimated Jun 2022 Cleaning service	793.17
	Estimated Jul 2022 Cleaning service	793.17
		<u>28,890.50</u>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

8/4/2022

**Project Income - 2022  
Lease/Lease Back and Bonds**

<b>Closed 2022</b>	Project Type	Total Project Amount	IDA Project Amount	Fees	Application Fee	Amount Received to Date	Date Received	Balance Due	Date Closed
	Twogood Holdings LLC(Rubberform Recycled, L/L Back	2,955,000	2,050,000	20,500	1,000	21,500	3/24/22	-	3/15/22
	Moog Inc. Sales Tax Only	4,120,210	4,120,210	32,962	0	32,962	3/28/22	-	3/9/22
	Catholic Health System Inc. Bond	48,874,501	36,420,018	112,500	0	112,500	3/28/22	-	
	Vantage Pointe LLC L/L Back	1,403,220	1,370,450	8,500	1,000	9,500	6/6/22	-	5/25/22
	PEMM LLC L/L Back	8,500,000	6,200,000	62,000	1,000	63,000	7/8/22	-	6/24/22
				0					

TOTAL 236,462

Fees received in prior year -

Total fees received to date in 2022 236,462

Total 2022 Budgeted Fees 519,096

Balance of Budgeted Fees 282,634

<b>Projected 2022</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	9/30/22
	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			71,000	12/31/22
	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	1/31/23
	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	1/31/23
	CVE US E13 Wheatfield, LLC Sales Tax & Mtg Tax Only	9,760,000	7,740,000	32,000	1,000	1,000	12/20/21	32,000	2/28/23
	Kilmer Solar LLC Sales Tax & Mtg Tax Only	9,145,000	8,775,000	34,000	1,000	1,000	1/13/22	34,000	
	Eleanor Apartments at Niagara, LLC(Niagara C Assumption of The Eleanor Apartments, LLC PILOT				1,000	1,000	2/4/22	-	2/28/23
	13 W. Main LLC L/L Back	2,981,342	2,701,865	27,019	1,000	1,000	3/7/22	27,019	4/30/23
	Niacet Corporation (N&TD Project) L/L Back	48,750,000	46,750,000	467,500	1,000	1,000	5/2/22	467,500	6/30/23
	4600 Group, LLC L/L Back	5,292,351	3,955,893	39,559	1,000	1,000	5/31/22	39,559	
	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
	Lockport Schools Federal Credit Union L/L Back	2,107,607	1,991,976	19,920	1,000	1,000	6/15/22	19,920	7/31/23
	Amazon.com Services LLC L/L Back	550,000,000	550,000,000		1,000	1,000	7/13/22	-	
	CALF Development Associates, LLC L/L Back	25,760,000	24,010,000	240,100	1,000	1,000	7/13/22	240,100	
	OAHS Niagara Towers TC LLC Bond				1,000	1,000	7/8/22	-	
	OAHS Urban Park TC LLC Bond				1,000	1,000	7/8/22	-	

TOTAL 1,002,527    16,250    15,250    1,003,527    0

**TOTAL - Projected Income 2022** 1,238,989    16,250    15,250    1,003,527    236,462

<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
				0	0	0		0	0

\* 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	10/11/2017	1/23/2018	37,667		Feasibility study for Niagara Falls area multi-use facility
Niagara Aquarium Foundation	88,147	0	2/14/2018	7/15/2019	88,147		Jellyfish exhibit and equipment
The Tourism Research Entrepreneurship Center (TReC)	176,600	0	8/8/2018	6/2/2020	176,600		Buildout, audio/visual equipment and network connectivity hardware
Niagara Aquarium Foundation	16,717	0	2/12/2020	10/21/2020	16,717		Renovations to second floor event room
Niagara Aquarium Foundation	370,000	0	8/14/2019	2/9/2021	370,000		Interactive touch pools adjacent to main entrance of the Aquarium
Red Star Builders, LLC (The Niagara Club)	523,250	0	7/10/2019	9/7/2021	64,403	12/31/2022	Rooftop bar and lounge, banquet space, virtual entertainment lounge & Spot Coffee
Niagara Falls Center for Tourism LLC	1,000,000	1,000,000	6/12/2019	To Be Disbursed	0	6/30/2023	Construction of an indoor family entertainment center and outdoor improvements
The Center for Kashmir, Inc.	273,000	273,000	8/12/2020	To Be Disbursed	0	6/1/2023	Renovations to vacant church for a museum of art and culture for Kashmir
Savarino Companies, LLC	155,000	155,000	4/14/2021	To Be Disbursed	0	12/31/2023	Rehabilitation of 4,000 square feet of commercial/retail storefront space.
Niagara Aquarium Foundation	900,000	900,000	2/9/2022	To Be Disbursed	0		Renovations to the Niagara Gorge Discovery Center for expanded programming.
<b>To Date Sub-Total</b>	<b>3,540,381</b>	<b>2,328,000</b>					

**Grant Fund Cash Balance as of 7/31/2022**  
**3,940,001.54**  
 Less: Outstanding Awards  
(2,328,000.00)  
 Available for awarding grants  
1,612,001.54

**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 53,578.80  
 Bank Fees (43.26)  
 Grant Disbursements (753,534.00)  
Grant Fund Balance 3,940,001.54

**7.1**

**AMAZON.COM  
SERVICES LLC**

**PROJECT SUMMARY**  
**Amazon.com Services LLC**



<b>Applicant:</b>	Amazon.com Services LLC and an entity formed or to be formed, on its behalf	
<b>Project Location:</b>	8995 Lockport Rd. Town of Niagara	
<b>Assistance:</b>	Sales Tax Abatement Mortgage Recording Abatement 15 Year PILOT	
<b>Description:</b>	<p>The proposed project consists of the construction and operation of an e-commerce storage and distribution facility located at 8995 Lockport Rd. The site is a vacant 216-acre heavy industrial zoned site that will be considered a “First Mile” fulfillment center. The facility will receive inbound bulk shipments of products from suppliers and then send products to other facilities within the logistics network for direct shipment to consumers. The project will employ approximately 1,000 individuals over two separate shifts.</p> <p>The applicant’s Development partner JB2 received unanimous approvals from the Town of Niagara planning board and the Niagara County planning board. In addition, the Niagara Town Board voted unanimously in favor of a “negative declaration” for the New York State Environmental Quality Review (SEQR). Items discussed at those meetings included the consolidation of parcels, a height variance, which would reduce the percentage of ground disturbance, and traffic mitigations as a result of a traffic study that had been conducted.</p>	
<b>Project Costs:</b>	Construction	\$ 450,000,000
	FF&E Costs	<u>\$ 100,000,000</u>
	<b>TOTAL</b>	<b>\$550,000,000</b>
<b>Employment:</b>	Jobs Created in Niagara County: 1000	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, In Region Purchases, Research and Development Activities, Supports Existing Business Growth Potential, Workforce Access, Locational Land Use Factors (locally designated development area)	



# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: March 1, 2022  
 Project Title: Amazon.com Services LLC  
 Project Location: Town of Niagara

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

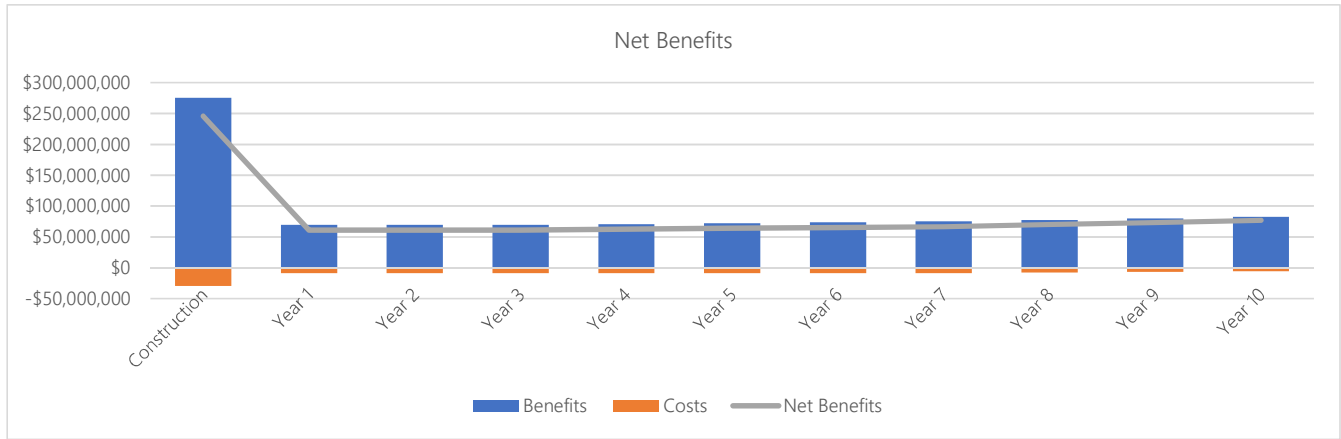
**Project Total Investment**  
 \$550,000,000

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		2652	1074	3726
Earnings		\$207,216,188	\$52,749,828	\$259,966,016
Local Spend		\$495,000,000	\$178,370,213	\$673,370,213

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		1000	527	1527
Earnings		\$667,213,261	\$412,085,827	\$1,079,299,087

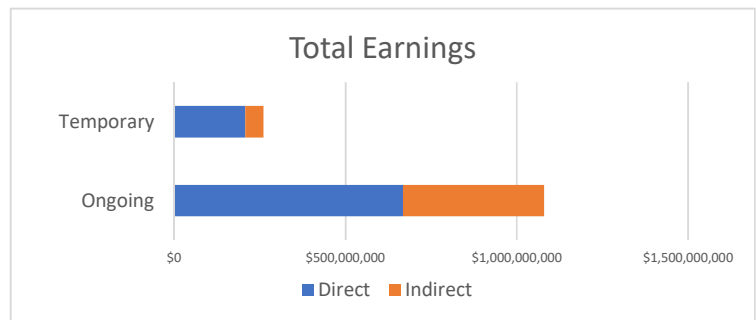
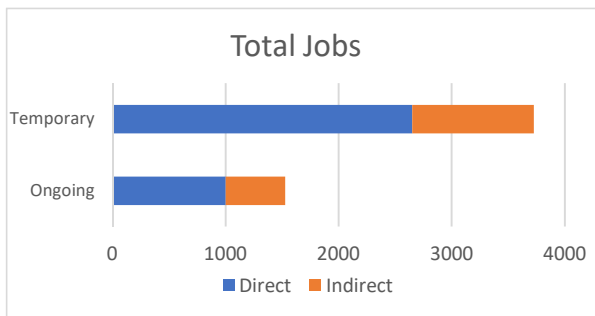
Figure 1



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	\$94,374,974	\$83,515,531
Sales Tax Exemption	\$26,000,000	\$26,000,000
Local Sales Tax Exemption	\$13,000,000	\$13,000,000
State Sales Tax Exemption	\$13,000,000	\$13,000,000
Mortgage Recording Tax Exemption	\$3,547,500	\$3,547,500
Local Mortgage Recording Tax Exemption	\$1,182,500	\$1,182,500
State Mortgage Recording Tax Exemption	\$2,365,000	\$2,365,000
<b>Total Costs</b>	<b>\$123,922,474</b>	<b>\$113,063,031</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$1,396,923,473</b>	<b>\$1,225,179,795</b>
<b>To Private Individuals</b>	<b>\$1,339,265,103</b>	<b>\$1,178,241,782</b>
Temporary Payroll	\$259,966,016	\$259,966,016
Ongoing Payroll	\$1,079,299,087	\$918,275,766
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$57,658,369</b>	<b>\$46,938,012</b>
Increase in Property Tax Revenue	\$48,283,514	\$38,690,320
Temporary Jobs - Sales Tax Revenue	\$1,819,762	\$1,819,762
Ongoing Jobs - Sales Tax Revenue	\$7,555,094	\$6,427,930
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$69,641,785</b>	<b>\$61,268,573</b>
<b>To the Public</b>	<b>\$69,641,785</b>	<b>\$61,268,573</b>
Temporary Income Tax Revenue	\$11,698,471	\$11,698,471
Ongoing Income Tax Revenue	\$48,568,459	\$41,322,409
Temporary Jobs - Sales Tax Revenue	\$1,819,762	\$1,819,762
Ongoing Jobs - Sales Tax Revenue	\$7,555,094	\$6,427,930
<b>Total Benefits to State &amp; Region</b>	<b>\$1,466,565,258</b>	<b>\$1,286,448,367</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$1,225,179,795	\$97,698,031	13:1
State	\$61,268,573	\$15,365,000	4:1
<b>Grand Total</b>	<b>\$1,286,448,367</b>	<b>\$113,063,031</b>	<b>11:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60- \$325,000,000      Additional Revenue: County \$10,999,626    Town \$3,932,739    School \$33,685,046

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

**PUBLIC HEARING for Amazon.com  
Services LLC and/or Individual(s) or  
Affiliate(s), Subsidiary(ies), or Entity(ies)  
formed or to be formed on its behalf**

August 3, 2022 at 2:00 p.m.  
At Town of Niagara Hall

Susan Langdon: Welcome. This public hearing is now open; it is 2:XX p.m. My name is Susan Langdon. I am the Executive Director of the Niagara County Industrial Development Agency and I will be the hearing officer for this public hearing. Please note that if you wish to speak at this hearing, you must sign the speaker's sign in sheet. If there is anyone who has not had the opportunity to do that, please raise your hand now. I will call speakers to the podium by name when we reach that part of the hearing.

We are here to solicit comments, both written and oral on Amazon.com Services LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of incentives for this project. Notice of this public hearing was published in the Niagara Gazette on July 20, 2022. The notice reads as follows:

The proposed project includes the construction and operation of an e-commerce storage and distribution facility located at 8995 Lockport Road. This site is a vacant 216-acre heavy industrial zoned site that will be considered a "First Mile" fulfillment center. The facility will receive inbound bulk shipments of products from suppliers and then send products to other facilities within the logistics network for direct shipment to consumers.

The applicant's development partner, JB2, received unanimous approvals from the Town of Niagara Planning Board and the Niagara County Planning Board. In addition, the Town of Niagara Board voted unanimously in favor of a negative declaration for the New York State Environmental Quality Review (SEQR). Items discussed at those

meetings included the consolidation of parcels, a height variance and traffic mitigation plans as a result of in-depth traffic studies.

The Niagara County Industrial Development Agency has received an application from Amazon for tax incentives for the Town of Niagara project. Processing of an application by the NCIDA involves:

- 1) Accepting the application – this was done by the NCIDA Board of Directors at their July 13 meeting
- 2) Holding this public hearing today. The NCIDA board will also accept written comments if they are received by Friday, August 5.
- 3) A final vote by the Board to approve or not approve the incentives will take place at the next NCIDA board meeting to be held on August 10<sup>th</sup>.

The proposed IDA incentives include 3 things in compliance with the Agency's uniform tax exemption policy:

- 1) **New York State and local Sales and Use tax exemption.** This will abate the sales tax on construction materials, furniture fixtures and equipment during the construction phase of the project
- 2) **Abatement of the New York State Mortgage Recording Tax.** This New York State fee is  $\frac{3}{4}$  of 1% of the mortgage filed with the Niagara County.
- 3) **A partial real property tax abatement.** The company will pay a set percentage of the property taxes that would normally be due for a period of 15 years. This is known as a Payment-in-Lieu-of-Tax agreement or "PILOT" agreement.

These three items are the only incentives being considered by the NCIDA for this project. They do not represent any payments to Amazon. They do not consist of any County or other municipal grants or loans.

Presently, the vacant land that the project will be located on generates only \$24,000 in real property taxes per year. Once the project is constructed, the taxing jurisdictions will receive over \$49 million in Payment in Lieu of Tax (PILOT) payments over the 15-year PILOT, together with roughly another \$15 million in special district taxes. When the facility goes back on the tax rolls at full valuation at the end of the

PILOT, the facility will pay a total of over 9.5 MILLION DOLLARS to the County, School District in real property taxes EVERY YEAR. This is a permanent addition to the tax base of not only the Town of Niagara, but all of Niagara County.

Based upon our cost benefit analysis program, for every \$1 in tax incentives provided to Amazon, the local community receives \$11 in benefit. The approximately \$124 million in incentives will generate approximately \$1.3 **Billion** in local benefit.

As far as the tax incentives, the proposed Payment in Lieu of Tax Agreement mirrors the PILOTs for projects in nearby Onondaga and Monroe Counties. Such a PILOT was acceptable to both of those counties and well as to Amazon, so the NCIDA feels it makes sense to follow those leads.

The project application, project summary and cost benefit analysis are posted on the Agency's website at [niagaracountybusiness.com](http://niagaracountybusiness.com) and I have copies with me today.

We have now reached the public comment portion of the hearing. Comments can be in support of or in opposition to the financial incentives being considered by the NCIDA. All comments are to be limited to this project only.

This hearing is not for accepting comments on any environmental issues nor environmental determination and this is **not** a part of the NYS SEQRA process. As I noted earlier, this has already been completed and approved by the Town of Niagara Board.

Please limit your comments to no more than 3 minutes. If your comments are more lengthy, you may submit them in writing to be attached to the transcript. Written comments can be sent to the Agency until the comment period closes on August 5. This is not a question and answer session or a debate. You may only speak once.

I will now call the first speaker. "First Speaker name" please come to the microphone, and state your name and address for the stenographer. If you are representing a company, please identify the company

I will now adjourn the meeting. It is now     p.m. Thank you.

# SIGN IN SHEET FOR SPEAKERS

## PUBLIC HEARING

August 3, 2022 at 2 p.m. - Town of Niagara Hall

regarding:

Amazon.com Services LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf

Name	Company and/or Address	X box to speak/ comment
Michael A. Casale	Niagara County Dept. of Economic Development	X
ROBERT TAYLOR	8150 PACKARD RD	
KEN LOWMAIRE	7016 PACKARD	✓
Lynn Brooks	OPEIU Local 153	X
Donna Amos	OPEIU Local 153	X
Theodore Getman	2410 Liver Rd N.Y. - NY 14204	✓
George Maziarz	6905 Ridge Rd. Lkpt	X
John Scherrer	IBEW Local 237 6700 Schultz St. N.Y. NY 14204	X
TOM WEBER	PACKARD RD	X
<del>Scott Bridges</del>		
Jim Malloy	HEAT & Frost Insulators union	X
MATTHEW HUBACHER	INVEST BUFFALO NIAGARA	X

# SIGN IN SHEET FOR SPEAKERS

## PUBLIC HEARING

August 3, 2022 at 2 p.m. - Town of Niagara Hall

regarding:

Amazon.com Services LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf

Name	Company and/or Address	X box to speak/ comment
Anthony Casilio	Resident 7005 Sunnysdale Dr NE NY 14304	X



# SIGN IN SHEET FOR SPEAKERS

## PUBLIC HEARING

August 3, 2022 at 2 p.m. - Town of Niagara Hall

regarding:

Amazon.com Services LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf

Name	Company and/or Address	X box to speak/ comment
MARK JURNEVICH	07E1 U	X

# SIGN IN SHEET FOR SPEAKERS

## PUBLIC HEARING

August 3, 2022 at 2 p.m. - Town of Niagara Hall

regarding:

Amazon.com Services LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf

Name	Company and/or Address	X box to speak/ comment
Connor Manche	2412 Richmond Ave Buffalo	X

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
PUBLIC HEARING FOR AMAZON.COM SERVICES, LLC**

**AUGUST 3, 2022  
2:00 P.M.**

**Taken at: Town of Niagara Hall**

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SUSAN LANGDON  
Executive Director  
Niagara County Industrial Development Agency  
Appearing as Hearing Officer

ATTENDANCE NOTED ON ATTACHED SIGN-IN SHEETS

INDEX TO SPEAKERS

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1                                   **MS. LANGDON:**                   Good afternoon.

2   Welcome. This public hearing is now open. It is  
3   2:02 p.m.

4                                   My name is Susan Langdon. I am  
5   the Executive Director of the Niagara County  
6   Industrial Development Agency, and I will be the  
7   hearing officer for this public hearing.

8                                   Please note that, as I just  
9   mentioned, if you wish to speak, you need to have  
10  signed the sign-in sheet prior. I will call the  
11  speakers to the podium by name when we reach that  
12  part of the public hearing.

13                                  We are here to solicit comments,  
14  both written and oral, on Amazon.com Services, LLC  
15  and/or individuals or affiliates, subsidiaries, or  
16  entities formed, or to be formed, on its behalf.  
17  The transcript of this hearing will be reviewed and  
18  considered by the Agency in determination of  
19  incentives for this project.

20                                  Notice of this public hearing was  
21  published in the Niagara Gazette on July 20, 2022.

22                                  The notice reads as follows:

23   Notice is hereby given that a public hearing

1 pursuant to Article 18-A of the New York General  
2 Municipal Law will held by the Niagara County  
3 Industrial Development Agency on the 3rd day of  
4 August, 2022 at 2:00 local time in the Town of  
5 Niagara Town Hall, 7105 Lockport Road, Niagara  
6 Falls, in connection with the following matter.

7 Amazon.com Services, LLC and/or  
8 affiliates or -- individuals or affiliates or  
9 subsidiaries or entity or entities formed, or to be  
10 formed, on its behalf, has submitted an application  
11 to the Agency, a copy of which is on file at the  
12 office of the Agency requesting that the Agency  
13 consider undertaking a project consisting of:

14 (A) The acquisition or retention  
15 by the Agency of a leasehold interest in  
16 approximately 217 acres of vacant property located  
17 at 8995 Lockport Road in the Town of Niagara,  
18 Niagara County, New York;

19 (B) The construction of an  
20 approximately \$3,000,000 -- 3,000,000 square foot  
21 building for use as a storage and distribution  
22 facility;

23 And (C) the acquisition and

1 installation around the improvements of certain  
2 items of machinery, equipment and other tangible  
3 personal property, the equipment, and collectively  
4 with the land and the improvements, the Facility.

5           The Agency will acquire a  
6 leasehold interest in the Facility, and lease the  
7 Facility back to the Company. The Company will  
8 operate the Facility during the term of the lease.  
9 At the end of the lease term the Company will  
10 purchase the Facility from the Agency, or if the  
11 Agency holds a leasehold interest, the leasehold  
12 interest will be terminated.

13           The Agency contemplates that it  
14 will provide financial assistance to the Company in  
15 the form of sales and use tax exemptions and a  
16 mortgage tax exemption consistent with the policies  
17 of the Agency, and a partial real property tax  
18 abatement.

19           A representative of the Agency  
20 will be at the above-stated time and place to  
21 present a copy of the Company's project application,  
22 and hear and accept written and oral comments from  
23 all persons with views in favor of, or opposed to,

1 or otherwise relevant to the proposed financial  
2 assistance.

3 This public hearing is being  
4 conducted in accordance with Subdivision 2 of  
5 section 859-a of the New York General Municipal Law.  
6 Dated: July 14, 2022.

7 The proposed project includes the  
8 construction and operation of an e-commerce storage  
9 and distribution facility located at 8995 Lockport  
10 Road. This site is a vacant 216-acre heavy  
11 industrial zoned site that will be considered a  
12 first-mile fulfillment center. The facility will  
13 receive inbound bulk shipments of products from  
14 suppliers, and then send shipments to other  
15 facilities within the logistics network for direct  
16 shipment to consumers.

17 The applicant's development  
18 partner, JB2, received unanimous approvals from the  
19 Town of Niagara Planning Board and the Niagara  
20 County Planning Board.

21 In addition, the Town of Niagara  
22 Board voted unanimously in favor of a negative  
23 declaration of New York State Environmental Quality



1 review. Items disclosed -- discussed at these  
2 meetings included the consolidation of parcels, a  
3 height variance, and traffic mitigation plans as a  
4 result of in-depth traffic studies.

5 The Niagara County Industrial  
6 Development Agency has received an application from  
7 Amazon for tax incentives for the Town of Niagara  
8 project. Processing of an application by the NCIDA  
9 involves:

10 1) Accepting the application.

11 This was done by the NCIDA Board of Directors at  
12 their July 13th meeting.

13 2) Holding this public hearing  
14 today. The NCIDA Board will also accept written  
15 comments, if they are received by Friday, August  
16 5th.

17 And 3) a final vote by the Board  
18 to approve or not approve the incentives will take  
19 place at the next NCIDA Board meeting, to be held on  
20 August 10th.

21 The proposed IDA incentives  
22 include three things, in compliance with the  
23 Agency's uniform tax exemption policy:

1                   Number 1: New York State and  
2 local sales and use tax exemption. This will abate  
3 the sales tax on construction materials, furniture,  
4 fixtures and equipment during the construction phase  
5 of the project.

6                   Number 2: Abatement of the New  
7 York State Mortgage Recording Tax. This New York  
8 State fee is three-quarters of one percent of the  
9 mortgage filed with Niagara County.

10                  And 3: A partial real property  
11 tax abatement. The company will pay a set  
12 percentage of the property taxes that would normally  
13 be due for a period of 15 years. This is known as a  
14 Payment-in-Lieu-of-Tax agreement, or PILOT  
15 agreement.

16                  These three things are the only  
17 incentives being considered by the NCIDA for this  
18 project. They do not represent any payments to  
19 Amazon. They do not consist of any county or other  
20 municipal grants or loans.

21                  Presently, the vacant land that  
22 the project will be located on generates \$24,000  
23 annually in real property taxes. Once the project

1 is constructed, the taxing jurisdictions will  
2 receive over \$49,000.000 in Payment-in-Lieu-of-Tax  
3 payments over the 15-year PILOT, together with  
4 roughly another \$15,000,000 in special district  
5 taxes.

6                   When the facility goes back on the  
7 tax rolls at full valuation at the end of the PILOT,  
8 the facility will pay a total of over 9.5 million  
9 dollars to the county school district in real  
10 property taxes every year. This is a permanent  
11 addition to the tax base in not only the Town, but  
12 also to Niagara County.

13                   Based upon our cost/benefit  
14 analysis program, for every \$1.00 in tax incentives  
15 provided to Amazon, the local community receives  
16 \$11.00 in benefit. The approximately \$124,000,000  
17 in incentives will generate approximately 1.3  
18 billion dollars in local benefit.

19                   As far as the tax incentives, the  
20 proposed Payment-in-Lieu-of-Tax agreement mirrors  
21 the PILOTs for projects in nearby Onondaga and  
22 Monroe Counties. Such a PILOT was acceptable to  
23 both of those counties, as well as to Amazon. So

1 the IDA feels it makes sense to follow -- follow  
2 those leads.

3 The project application, project  
4 summary and cost/benefit analysis are posted on the  
5 Agency's website at niagaracountybusiness.com, and I  
6 have copies with me today up on the front table.

7 We have now reached the public  
8 comment portion of the hearing. Comments can be in  
9 support of, or in opposition to, the financial  
10 incentives being considered by the NCIDA.

11 All comments are to be limited to  
12 this project only.

13 The hearing is not for accepting  
14 comments on any environmental issues, nor  
15 environmental determination, and this is not part  
16 of the New York SEQRA process. As I noted earlier,  
17 this has already been completed and approved by the  
18 Town of Niagara Board.

19 Please limit your comments to no  
20 more than three minutes. If your comments are more  
21 lengthy, you may submit them in writing to be  
22 attached to the transcript. Written comments can  
23 also be sent to the Agency until the comment

1 period closes on August 5th. This is not a  
2 question-and-answer session or a debate. You may  
3 speak only once.

4 I will now call the first speaker.

5 Would Michael Casele please come  
6 to the microphone? State your name and address for  
7 the stenographer. If you are representing a  
8 company, please identify the company.

9 **MICHAEL CASELE:** Thank you.

10 My name is Michael Casele, Commissioner, Niagara  
11 County Department of Economic Development. I  
12 reside in Lewiston, and work at the Vantage  
13 Corporate Center in Sanborn, New York.

14 First, thank you for the  
15 opportunity to speak in support of this  
16 transformational project. This facility would be  
17 one of Amazon's largest and most sophisticated  
18 facilities, employing 1,000 people full time.

19 The workers' hourly rates  
20 includes full benefits, including health care,  
21 401(k)s and company-paid educational programs.

22 Even at the lowest estimates,  
23 these 1,000 permanent jobs will equate to

1 approximately \$35,000,000 in salaries to local  
2 families alone. And this number does not include  
3 the value of the health care benefits provided on  
4 the first day. The 1,000 new jobs and the \$15.00  
5 an hour starting salary are both very conservative  
6 numbers, as per the company.

7           It's important to note that the  
8 project will provide jobs and opportunities to those  
9 who don't possess specific work skills. Those new  
10 to the workforce will have the opportunity to learn  
11 new skills on the job, skills that will be  
12 transferable for advancement.

13           Amazon's Upskilling programs help  
14 employees gain in-demand skill sets to help propel  
15 them into new careers. You may have heard of  
16 Carrier Choice, Amazon's prepaid tuition program  
17 that offers prepaid full college tuition at hundreds  
18 of educational institutions across the country.

19           The fact that the Lockport Road  
20 facility is along a bus route will provide  
21 opportunities for employment for residents of  
22 Niagara County that would not otherwise have this  
23 opportunity. Frankly, the magnitude of this project

1 will provide employment for all Niagara County  
2 residents, and those in surrounding counties.

3 A similar impact is the local  
4 construction jobs that the project will create.  
5 As we know, due to COVID and other factors,  
6 construction jobs over the past few years have been  
7 scarce. This project will empty the local Halls,  
8 put hundreds to work for two-plus years.

9 Finally, as I had mentioned  
10 before, this site has long been targeted for  
11 development by both State and local officials.  
12 In fact, it was designated a Build Now New York  
13 shovel-ready certified site in 2012, a designation  
14 that came following a lengthy application process  
15 that involved the Niagara County Center for Economic  
16 Development and its local partners, with the  
17 application being thoroughly vetted by numerous  
18 agencies.

19 I like to share this information,  
20 because since receiving this designation we have  
21 been marketing this site as shovel-ready, which is  
22 one of the major reasons that this developer chose  
23 this site. No serious site selector would give

1 Niagara County a second look if we do not stand  
2 behind the shovel-ready certification. Word would  
3 spread fast that Niagara County balked on its  
4 promise of being shovel-ready, which would  
5 undoubtedly jeopardize our chances in the future to  
6 compete for projects that would bring significant  
7 new capital investment and new jobs to the Niagara  
8 County and its region.

9                   Once again, thank you for the  
10 opportunity to speak on this transformational  
11 project.

12                   **MS. LANGDON:**           Thank you, sir.

13                   The next speaker is Robert Taylor.

14                   **ROBERT TAYLOR:**       Yes. My name  
15 is Robert Taylor. I live at 8150 Packard Road.

16                   For the life of me, I can't  
17 imagine why a multi-billion dollar company would be  
18 receiving \$123,000,000 in tax breaks for jobs that  
19 they already reported that 95 percent of the jobs --  
20 reported to the IDA -- will be \$31,200 a year.

21                   Those jobs aren't even a  
22 sustainable wage. They can talk all they want about  
23 their benefits and their this and their that, and



1 all the other nonsense.

2 Amazon has a 150 percent turnover  
3 ratio for their employees. It's well-documented.  
4 It doesn't take a rocket scientist to go on the  
5 internet and find it. They've already reported that  
6 by the year of 2024 they will deplete the amount of  
7 people that they will be able to hire at their  
8 facilities.

9 It's awful ironic that they want  
10 all these tax breaks, and they're going to finance  
11 \$500,000,000 of the \$550,000,000, or numbers in that  
12 vicinity. Why don't they use their own money?

13 Why aren't they bringing anything  
14 to this town, that they're going to disrupt probably  
15 for the next 30 years? What are they giving the  
16 Town of Niagara? We're giving everything to them.  
17 We're receiving nothing, except traffic and just a  
18 headache. I just -- I just think it's ludicrous.

19 I think it's great for jobs, if  
20 they were sustainable jobs. Whoever made the  
21 comment, this is the biggest job since the Niagara  
22 Power Project, they shouldn't even have the position  
23 to even make a statement like that. This job

1 doesn't compare to the Niagara Power Project.

2 The average salary at the Power Project is

3 \$75-to-\$90,000 a year, not \$31,200.

4                   They talk 401(k). Where you gonna  
5 get a 401(k)? Who's going to be able to take any  
6 money out of a \$31,000-a-year job to put money into  
7 a 401(k)? So Amazon can match, what, maybe their 20  
8 bucks that they might have extra in their paycheck  
9 that they can put out there?

10                   These number are ludicrous. It  
11 would be fantastic if this was a sustainable job for  
12 all the union people.

13                   I'm a retired union man myself.  
14 I'm retired from the Carpenters Union. This would  
15 be a great project if it was 100 percent union,  
16 which it probably will not be.

17                   But in the end of it, the jobs  
18 are \$31,200 a year. And we're going to kiss the  
19 company's rear end. They should be kissing our  
20 rear end to come in this community.

21                   And I'm sorry that our Town Board  
22 and everybody else thinks this is the greatest  
23 project. I wish they did their homework a little

1 bit longer, because this is not a great project.

2 It is not a sustainable wage.

3 Thank you, folks.

4 **MS. LANGDON:** Thank you.

5 The next speaker is Ken Jonmaire.

6 **KEN JONMAIRE:** Good afternoon.

7 My name is Ken Jonmaire. I have three properties on  
8 Packard Road.

9 I've lived in Western New York all  
10 my life. I'm over 70 years old. And I've seen the  
11 decline of Bell Aerospace, the Summit Park Mall,  
12 the Helicopter Reserve Base at the Air Base,  
13 chemical plants in Niagara Falls.

14 And I think about President Biden  
15 and President Trump all saying that we need to bring  
16 jobs back to America. And certainly, I think that  
17 this would help to bring jobs back to Niagara  
18 County.

19 I know that we -- we -- everything  
20 taken is some kind of sacrifice to somebody. But  
21 we need to revitalize the area, and to my mind it's  
22 important.

23 I don't know about tax breaks.

1 Smarter people than me know about how tax breaks  
2 work and who should deserve them, and things like  
3 that.

4 But I do say that we need to do  
5 things to revive the county and bring it back  
6 into -- into a vibrant tourist and other  
7 manufacturing county. Thank you.

8 **MS. LANGDON:** Thank you, sir.

9 Next speaker, Lynn Brooks.

10 **LYNN BROOKS:** Hello. My  
11 name is Lynn Brooks. I'm from OPEIU Local 153 out  
12 of New York City.

13 Our concern is if Amazon is making  
14 a sincere effort to give fair wages. I can go to  
15 McDonald's; I can go to Arby's; Wegmans; I can make  
16 \$15.00 an hour. They're not giving a fair wage with  
17 a union job.

18 With union jobs you have spot  
19 checks. You have people that can make sure that  
20 there's a proper work environment.

21 This is disgusting. With how much  
22 money this company has, to say \$15.00, an average  
23 salary, \$32 -- \$31,000. You can't live off of that.

1                   This is a union town, union  
2 community. For them not to even consider going  
3 union, I have a problem with that. And we want it  
4 noted that union should be building; union should be  
5 doing the work within Amazon. You might have a more  
6 sustainable company that really can flourish going  
7 forward. Thank you.

8                   **MS. LANGDON:**           Thank you.

9                   Next speaker, Donna Amos.

10                  **DONNA AMOS:**           Good afternoon.

11 I also am a member of Local 153.

12                   I've been at my place of  
13 employment for 50 years. I've been an active member  
14 of the union for 50 years.

15                   To try to raise a family on \$15.00  
16 an hour is literally impossible. I feel for the  
17 people who have lived in this area, and I understand  
18 change is hard to accept. However, if you are being  
19 paid a wage that you can live on and grow your  
20 family, you will have a better business, and people  
21 will stay there.

22                   I've been at my place for 50  
23 years. If they were not paying me what I deserved

1 and what I needed to raise my family, I would never  
2 have stayed there.

3 And that is why Amazon has a big  
4 turnover. They cannot retain their employees. And  
5 if you don't have happy employees, you don't have a  
6 good business.

7 I truly wish that Amazon would  
8 think about the people that live in this area, and  
9 take into consideration what these people who live  
10 here are going to have to go through, and work with  
11 them to make it a good environment and a good  
12 business in this area. Thank you.

13 **MS. LANGDON:** Thank you.

14 Next speaker, Theodore Getman.

15 **THEODORE GETMAN:** Thank you, My  
16 name is Theodore Getman. I live at 2410 River Road  
17 in Wheatfield.

18 As I said, I'm a resident of  
19 Wheatfield, and I have two children in the  
20 Niagara-Wheatfield School District.

21 A recent economic impact study  
22 featured in Bloomberg, which is, I think we can all  
23 agree, hardly an anti-business publication, studied

1 the impact of corporate tax benefits on nearly 2,500  
2 school districts in the United States. 97 percent  
3 of them forgone -- gave up revenue greater than  
4 \$5,000,000 as a result of these tax breaks. On a  
5 per-pupil basis, 149 of these districts lost more  
6 than \$1,000 per student. These subsidies eat into  
7 school budgets or result in tax increases.

8 In 2020, 24 percent of  
9 Niagara-Wheatfield students or families lived in  
10 poverty, compared to 15 percent statewide.  
11 Niagara-Wheatfield already spends \$5,000 less per  
12 pupil than the state average in New York, according  
13 to data at NYSED.org. Can Niagara-Wheatfield School  
14 District afford to spend less per student?

15 Some today are going to say  
16 without tax increases Amazon's not going to come  
17 here -- or tax incentives, Amazon won't come here.  
18 To them, I cite the same Bloomberg article.

19 A prominent tax incentive  
20 researcher, Michael Farren from George Mason  
21 University, said subsidies do not create growth.  
22 The trade-offs that occur result in higher taxes  
23 or reduced services, or both. Investing in

1 education increases returns of better productivity.  
2 Any dollar spent on education will have a larger  
3 impact over the long run than any dollar spent on  
4 any business incentive.

5 So we have a choice; we can raise  
6 taxes, lose services, or worse yet, both due to the  
7 lost tax revenue, or continue to invest in education  
8 and other services for our children.

9 I hope the group here considers  
10 this. Otherwise, our children might not have any  
11 other choice other than the unskilled labor at  
12 Amazon for their future, due to the corporate tax  
13 bailouts that you're going to give to these -- to  
14 Amazon today. And I echo everyone who spoke of  
15 their union. Thank you.

16 **MS. LANGDON:** Thank you.

17 Next speaker, George Maziarz.

18 **GEORGE MAZIARZ:** Thank you  
19 very much. My name is George Maziarz. I live in  
20 Lockport, New York.

21 First of all, there are nine  
22 members on the IDA Board of Directors. How many  
23 members of the IDA Board are here today to hear the



1 public hearing, to hear the public comments about  
2 this project that they're going to be voting on one  
3 week from today? How many members? Bill Ross  
4 and -- I'm sorry, sir, I don't know your name.

5 **SCOTT BRYDGES:** Scott Brydges.

6 **GEORGE MAZIARZ:** Scott. Two  
7 members out of nine.

8 Ultimately, the Niagara County  
9 Legislature appoints the members of the IDA Board,  
10 the nine-member board. How many Niagara County  
11 legislators are here today? None.

12 Let me first start off first by  
13 saying, it's insulting -- not from you, Susan -- but  
14 it's insulting from the Agency to have a public  
15 hearing on a major project that's going to affect  
16 the lives of people, neighborhoods in Niagara  
17 County, at 2:00 on a beautiful August afternoon.

18 I'm asking you, number one, to  
19 reschedule another public hearing in the evening  
20 when more people can attend, when it's more  
21 convenient for people to attend.

22 Next -- next, I'd like to  
23 apologize on behalf of Jeff Bezos, the owner of

1 Amazon. Jeff couldn't be here today. He's on his  
2 \$500,000,000 yacht in Amsterdam. He apologizes.  
3 But he thanks you for the tax break, by the way.

4           You know, what Mr. Taylor said up  
5 here and this gentleman -- I'm sorry, I didn't catch  
6 your name -- said is absolutely true.

7           You know, just last year in Erie  
8 County, not 10 miles from here on Grand Island, they  
9 had the same proposal, and they were getting zero  
10 tax breaks. Zero. They were going to pay full  
11 property taxes.

12           They had a signed written  
13 agreement with the County Executive that they were  
14 going to use union labor to build the facility by  
15 local union contractors.

16           Does such an agreement exist  
17 with the Niagara County IDA or the Niagara County  
18 Legislature?

19           **UNIDENTIFIED SPEAKER:** That's not  
20 true.

21           **GEORGE MAZIARZ:** What?

22           **UNIDENTIFIED SPEAKER:** They  
23 weren't going to make that agreement at Grand

1 Island.

2 **GEORGE MAZIARZ:** Mark -- I can  
3 reference you to statements that Mr. Poloncarz made  
4 and the Town Supervisor of the Town of Grand Island.

5 **MS. LANGDON:** Pardon me. We  
6 can't have a debate. Please just speakers. Continue.

7 **GEORGE MAZIARZ:** Okay. You  
8 referenced, you know, other counties where they got  
9 tax incentives. They'll go anywhere to get tax  
10 incentives.

11 Amazon wants to be here. They  
12 want to be close to the airport. They want to be  
13 close to the Canadian border. They have to be here.  
14 And they can well afford to pay their full property  
15 taxes. We should not be giving them tax breaks.

16 What this gentleman talked about,  
17 the labor issue; Amazon has spent millions of  
18 dollars in New York City and in Alabama fighting  
19 labor unions. Do you think they're going to help  
20 you? Do you think they're going to help you? No  
21 way it's going to happen.

22 Their wage structure actually  
23 starts at around \$15.00 an hour, as Mr. Taylor, I

1 think, pointed out.

2                   On my way here I went by two  
3 electronic billboards. One said we need to get  
4 your children and grandchildren to school. We need  
5 school bus drivers. \$23.50 an hour, and they can't  
6 find them.

7                   The Seneca Nation has an  
8 electronic billboard. It says we have open  
9 interviews from 10:00 a.m. to 2:00 p.m. Monday  
10 through Thursday every week, immediate hiring,  
11 immediate openings. They can't find enough people.

12                   Where's Amazon going to get 1,000  
13 people at \$15.00 an hour? It's not going to happen.  
14 It's not going to happen.

15                   You know, one thing, Susan, that  
16 you didn't talk about were the fees that the IDA  
17 Board gets for this project, the legal fees that  
18 politically connected lawyers get from the bond  
19 counsel and for all those things. None of that is  
20 ever revealed publically.

21                   I would encourage IDA members to  
22 reveal that, to put that information out there so we  
23 can see who is personally profiting from a project

1 like this.

2                   Again, I'm going to ask that this  
3 Board schedule another public hearing in a place  
4 where there's more parking, by the way, and that  
5 they do it in the evening when people can come here  
6 and ask -- ask questions and get answers.

7                   I think it's -- I'll say this,  
8 I think it's insulting that you have a public  
9 hearing -- I've been in government for 40 years,  
10 attended a lot of public hearings, a hell of a lot  
11 of public hearings, and public hearings are for  
12 exchange of information, to answer questions. You  
13 know, when you start a public hearing off by saying  
14 we're not going to answer any questions, you know, I  
15 just think that's insulting to the audience,  
16 insulting to the taxpayers who ultimately are going  
17 to be paying the bill for this. Thank you very  
18 much.

19                   **MS. LANGDON:**           Thank you, sir.

20                   I just want to comment that this  
21 public hearing is being live-streamed, and also,  
22 we're getting the transcript, verbatim, for the  
23 Board of Directors, and we also accept written

1 comments, which will also be forwarded to the Board  
2 of Directors before they vote at the August 10th  
3 meeting.

4 Next speaker, John Scherrer.

5 **JOHN SCHERRER:** Hello. Thanks  
6 for letting me speak. My name is John Scherrer.  
7 I'm the business manager of IBEW Local 237 in  
8 Niagara Falls.

9 The last two projects of this  
10 magnitude that Amazon has built, in Syracuse, and  
11 the last one in Rochester, have both been good for  
12 the IBEWs of Syracuse and of Rochester.

13 I'm confident that the -- my union  
14 will be represented and do the work on this job. So  
15 I stand here to support it. It's going to be a lot  
16 of work for my members, that's going to be  
17 good-paying jobs with benefits.

18 One comment on what a previous  
19 speaker was saying. I don't believe not having the  
20 work is going to cut down on the rate of pay. If  
21 they need to hire 1,000 people, they're going to pay  
22 what they're going to need to pay to get 1,000  
23 people. \$15.00 is a relative number. Why are the

1 people paying 20 bucks an hour for bus drivers or  
2 \$23 at Seneca? Because they need people.

3 You bring in 1,000 more jobs,  
4 there's going to be more competition. The rate of  
5 pay is going to go up. That's just simple  
6 economics.

7 That's all I have to say.

8 **MS. LANGDON:** Thank you, sir.

9 Next speaker, Tom Weber. Tom  
10 Weber.

11 **TOM WEBER:** Hello there.  
12 Tom Weber, Packard Road.

13 Contrary to some beliefs from  
14 other people and some other reporting that's been  
15 done, I am for Amazon to come. But my first thing  
16 in the first meeting was, I want them to do it  
17 right, and I want them to do it safely.

18 First thing that I've got to say,  
19 yeah, I agree about having another open meeting at  
20 the right time. This is lousy, because the people  
21 that actually get dirty and actually work for a  
22 living and pay their taxes can't be here, because  
23 they're obligated to be at work. So this is very

1 unfair to them, which is part of the public of the  
2 town that's going to get -- the county is not going  
3 to get affected by this. We're going to take the  
4 whole heat for everybody in this whole area.

5           Now, I'll just say, I'm a traffic  
6 person. So this is about safety. I've sent plenty  
7 of pictures, other comments, the Town knows about  
8 it. The shoulders aren't wide enough. This is a  
9 Class 16, I believe. Our minor arterial road is  
10 Packard. Our traffic should be going down Lockport  
11 Road or Porter Road, which is basically part of the  
12 highway system.

13           I think everybody's really just  
14 stuck their head up their behinds and looked the  
15 other way when it comes to our children and  
16 everybody else, and the other traffic that's been  
17 going on for years here. It is a problem. It's  
18 been a problem. It's a safety issue.

19           And now, what we're going to do is  
20 just put a Godzilla more of traffic right on top of  
21 Porter and Packard and Military. It makes no sense.  
22 You can only fit so many fish in a fishing net.

23           I'm not sure what else to say.



1 But I think we need a real traffic study done the  
2 right way, and that should be documented before they  
3 get their Certificate of Occupancy for this place.

4 They can build. They can still  
5 come here.

6 But guess what? If you really do  
7 your homework, they've done exactly that; built,  
8 done everything, and still not even opened up a  
9 warehouse, and screwed everybody for all the taxes  
10 that they been promised.

11 And Grand Island was going to get  
12 a bribe -- oh, no, excuse me, I don't mean a bribe,  
13 I mean an incentive of 10,000,000.

14 We've got the railroad. We've got  
15 the airport, and we've got Canada. We need to get  
16 off the 190 here, put on -- let our state put their  
17 asses together, and get some money together --  
18 they've got two whole years -- and put a ramp up on  
19 Lockport Road and keep everybody safe.

20 I'm done. Thank you.

21 **MS. LANGDON:** Next speaker,  
22 Jim Maltry. Is it Malloy or Maltry? Jim, sorry,  
23 I can't read your writing.

1                   **JIM MALTBY:**               Sorry, Maltby.

2                   **MS. LANGDON:**               Okay.

3                   **JIM MALTBY:**               I'm Jim

4 Maltby. I'm the President of the Insulators Union;  
5 represent the members from Buffalo and Niagara  
6 Counties.

7                               We could certainly use this  
8 project. As one of the members said, construction  
9 been's pretty slow the last few years.

10                              The project in Syracuse and the  
11 one recently in Hamburg has used my members. And  
12 so we're for project. That's it.

13                   **MS. LANGDON:**               Thank you, sir.

14                   **JIM MALTBY:**               Thank you.

15                              Next speaker, Matthew Hubacher.

16                   **MATTHEW HUBACHER:**    Good

17 afternoon. Matthew Hubacher. I'm the  
18 Vice-President of Research at Invest Buffalo Niagara  
19 in Buffalo, New York. I appreciate the opportunity  
20 to deliver these comments on behalf of our president  
21 and CEO, Tom Kucharski.

22                              As Western New York's private,  
23 non-profit economic development organization, Invest

1 Buffalo Niagara's mission is to facilitate business  
2 attraction and expansion efforts that create and  
3 retain jobs, increase capital investments across the  
4 eight counties of our service territory.

5 Invest Buffalo Niagara wishes to  
6 share their support of the benefits Project Fifi  
7 represents, and recommend the NCIDA Board to advance  
8 the project's application for tax incentives.

9 After several years of limited  
10 investment, the transportation and warehousing  
11 sectors of the regional economy are lagging the  
12 nation. Based on data from the Western New York  
13 Industrial Real Estate Development Strategy, a  
14 comprehensive report commissioned by Invest Buffalo  
15 Niagara, and delivered by a consultant team from  
16 Newmark, only one in five local transportation and  
17 warehousing jobs are in sub-sectors growing faster  
18 than the country. Newmark estimates the regional  
19 economy to be deficient by 1,500 transportation and  
20 warehousing jobs. Project Fifi helps reverse that  
21 trend.

22 The direct jobs associated with  
23 the project will provide upskilling and training to

1 members of the community who are underemployed,  
2 looking for new opportunities and career  
3 advancement, or exited the labor force during the  
4 global pandemic.

5                   At 62.5 percent, Buffalo Niagara's  
6 labor force participation rate trails several  
7 competitive peer regions, as well as the nation.  
8 Job opportunities through Project Fifi will foster  
9 re-engagement with those looking for work  
10 opportunities, and foster skill support and  
11 on-the-job training, while providing competitive  
12 wages and salaries, along with benefits.

13                   Having worked with Amazon on  
14 several projects across Western New York, Invest  
15 Buffalo Niagara knows firsthand the company  
16 continues to invest in the community beyond its  
17 significant job creation and capital expenditures  
18 through training and tuition reimbursement programs,  
19 K-12 education STEAM and STEM program investments,  
20 support and engagement with the military veteran  
21 community and health care assistance through the  
22 Amazon Cares program.

23                   Invest Buffalo Niagara commends

1 Niagara County's and the Town of Niagara's  
2 commitment to, and leadership on, this important  
3 economic development project. The project is  
4 certainly an affirmation of the investments Niagara  
5 County has made to become a first-class place to do  
6 business. Thank you.

7 **MS. LANGDON:** Thank you, sir.  
8 Next speaker, Anthony Casilio.

9 **ANTHONY CASILIO:** Good day.

10 My name is Anthony Casilio. I reside at 7005  
11 Sunnydale Drive, Niagara Falls, New York.

12 First off, I initially was going  
13 to come up and ask questions, and now you say I  
14 can't do that. So I'm going to try to transform  
15 my questions into comments, and hopefully, I can  
16 do that properly.

17 I wanted to start off by restating  
18 or supporting the comments made by Mr. Maziarz and  
19 the other gentleman, that it is truly unfair to have  
20 this meeting at this time. There are people that  
21 are working and who have, you know, tax dollars  
22 coming into this and, you know, potentially a  
23 benefit, significant issues, and they can't be here

1 to say what they want to say.

2 I also think it's unfair that I  
3 can't ask questions, because I don't sit around  
4 watching -- or reading IDA documents all day long.  
5 Be nice to know and get some details.

6 My concern, and I, again, haven't  
7 read the documentation, is that -- well, first off,  
8 I think that Amazon needs this. So why are we  
9 giving them incentives in the first place? I think  
10 that it's somewhat of an atrocity that that is  
11 happening.

12 But if these incentives are going  
13 to be given to them, then I would like to know, and  
14 I hope, I guess, that they aren't significant to cut  
15 into what we would have otherwise received in the  
16 town, in the county and in the school district,  
17 because they are all entities that need to recoup  
18 and generate more tax funds.

19 I'm particularly disturbed when I  
20 hear that other areas did not give any tax breaks,  
21 and still have the program, or Amazon has interest  
22 in their facilities and locations.

23 One last thing, because my problem

1 has been traffic more than any other, because I live  
2 in a development that will now be surrounded by 493  
3 trucks coming in, 493 trucks going out. That's not  
4 counting any cars from employees who are going to be  
5 coming in, any miscellaneous trucks.

6 I've just heard that they lease  
7 out their facilities. So there'll be trucks coming  
8 in from other companies. The traffic on  
9 Porter/Packard will be unbelievable.

10 We are now told that they'll be  
11 exiting down Lockport Road. That will completely  
12 surround that community.

13 At least if some of these tax  
14 incentives can be reduced to the point where we can  
15 dedicate \$10,000,000 to putting in an exit and  
16 entrance ramp at Lockport Road, or at least Lockport  
17 Road could be expanded. There's less housing there.  
18 Maybe we can buy out the people who are there to  
19 expand the roads.

20 It's going to be a dangerous  
21 situation, in my opinion. And I think that this tax  
22 incentive is misdirected. Thank you.

23 **MS. LANGDON:** Thank you.

1 Next speaker is Mark Jurenovich.

2 **MARK JURENOVICH:** Good afternoon.

3 My name is Mark Jurenovich. I, too, am with OPEIU  
4 Local 153. I rise in opposition to this project.

5 When is all of this corporate  
6 welfare going to be exposed for what it really is?

7 I see Dave McKinley's here from  
8 Channel 2. It's probably still on their website.  
9 I read it last night. They did a story on the  
10 Amazon building in Hamburg. It's empty. There's  
11 nothing in there; no packages, no employees, it's  
12 crickets. The town wants to know what's going on  
13 with the \$6,000,000 it gave in order to have that  
14 project built and located in the Town of Hamburg.

15 I'm a trade unionist. I follow  
16 what's happening in the labor movement. And right  
17 around Christmas there was an election in New York.  
18 An independent union called the Amazon Employees  
19 Labor Union won an election to represent the  
20 employees that worked at the facility in New York.

21 Amazon's behavior during that  
22 campaign was nothing short of what I would call  
23 reprehensible. Their conduct in the workplace,



1 you folks know what those kinds of meetings are  
2 held; captive audience meetings where the employer  
3 brings you into a room and asks you about your  
4 feelings on the union, why you're supporting the  
5 union.

6 Numerous charges were filed with  
7 the National Labor Relations Board. They've all  
8 been upheld.

9 There were union activists  
10 involved in that campaign who were terminated by  
11 Amazon. Now, the National Labor Relations Board --  
12 it's been a few months, but they're getting around  
13 to it -- those employees are now starting to be  
14 returned to work with back pay.

15 Now, the union has an obligation  
16 to bargain. They've asked Amazon to come to the  
17 table. Yeah, they're there. But they're doing  
18 what's commonly known as surface bargaining; they're  
19 there, they're listening, they're not making any  
20 proposals, they're receiving what the union gives  
21 them. And they told the union, nothing you have is  
22 guaranteed; not your hourly rate or your benefits,  
23 you've got to bargain from scratch.

1                   We don't want that kind of  
2 behavior here. We think we're better. We think  
3 we're better. And I strongly urge this Board to  
4 give this more thought.

5                   Senator -- and George, you will  
6 always be our senator -- made a great comment about  
7 the location, the time. This meeting can be  
8 rescheduled. It could be held in the auditorium up  
9 at Niagara-Wheatfield High School, which is the  
10 school district where this proposed project is going  
11 to be built, in the evening, adequate parking so  
12 many more people can attend. Thank you.

13                   **MS. LANGDON:**           Thank you.

14                   Next speaker, Connor Mauch.

15                   **CONNOR MAUCHE:**       Hi.

16                   **MS. LANGDON:**       Hi.

17                   **CONNOR MAUCH:**       Thank you for  
18 having me. My name is Connor Mauche.

19                   Does it help if I hold this?

20                   **MS. LANGDON:**       Either put  
21 your face closer or hold it.

22                   Can you give us your address?

23                   **CONNOR MAUCHE:**       Yeah. 242

1 Richmond. I live in Buffalo, New York.

2 I was a previous employee of  
3 Amazon. I was employed in 2019 at the Lancaster  
4 location.

5 I can speak to it as being one of  
6 the poorest times of my life as an employee of  
7 Amazon. The expectations that Amazon has of its  
8 workers and the --

9 **UNIDENTIFIED SPEAKER:** Excuse  
10 me. Could you please pick up the microphone and  
11 hold it to your mouth?

12 **CONNOR MAUCHE:** Yeah.

13 **UNIDENTIFIED SPEAKER:** I'm sorry  
14 for interrupting.

15 **CONNOR MAUCHE:** No. No. Thank  
16 you. Thank you, sir. So I was previously employed  
17 at Amazon.

18 **UNIDENTIFIED SPEAKER:** A lot of  
19 us are old, and we can't hear.

20 **CONNOR MAUCHE:** But I worked  
21 there in 2019, and it was one of the poorest times  
22 in my life.

23 I understand, you know, from the

1 building trades, why, you know, you think it would  
2 be good for your members. But I think you're being  
3 offered a very -- maybe a golden goose. But the  
4 long-term consequences of what this facility will be  
5 for the community, I do not think has a positive  
6 effect.

7 I think for the guys like me who  
8 have to go work on the floor -- the guys who built  
9 it, they're going to get great benefits in terms of  
10 getting -- but the people who are going to have to  
11 stay and work at this place, it sucks.

12 And I was also joined by another  
13 Amazon worker who I know, and he's currently going  
14 through all the exact same union busting that, you  
15 know, they have to deal with there. And it's going  
16 to just come straight back down into your community.

17 As much as it might be good for  
18 your union, you have to think about everybody here.  
19 I'm a member of Workers United, and I do not see  
20 this as a deal that is good for the county, for  
21 workers. I think it's something that should be  
22 rejected, or at minimum that the tax incentives that  
23 are being offered Amazon are not nearly anywhere

1 beneficial to the community.

2 Just looking at say, Niagara  
3 County, the average wage is \$55,522.00, which comes  
4 out to just under \$30.00 an hour in the county. An  
5 IT company's living wage for two working adults with  
6 two children is at just over \$23.00 in Niagara  
7 County. So the average wage for transportation and  
8 warehouse work is \$45,081.00.

9 Amazon is only offering an average  
10 of 18 hours across this facility, without even  
11 accounting for the fact that many of these jobs will  
12 be part time and flex hours.

13 So that means when I was working  
14 there, yeah, I was making \$15.50 an hour. How many  
15 hours was I actually really getting?

16 You know, I had to, you know,  
17 scrape together change to get gas money to go to  
18 work. I was -- I couldn't get my car inspected  
19 because I couldn't afford to fix it. So I had  
20 to drive illegally to get to my job.

21 This is the kind of workforce you  
22 are expecting in your community. You should reject  
23 it. That's all.

1                   **MS. LANGDON:**           Thank you, sir.  
2                   That concludes our public comment  
3 period.

4                   I will now adjourn the meeting at  
5 3:48 p.m. Thank you very much for coming.

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August 1, 2022

Susan Langdon  
Executive Director  
Niagara County Industrial Development Agency  
6311 Inducon Corporate Drive  
Samuel M. Ferraro Center, Suite One  
Sanborn, NY 14132

Dear Susan,

Niagara University (NU) would like to offer strong support of the Agency's assistance in the construction of the \$550 million e-commerce and distribution facility being proposed by Amazon. We believe this project will spur economic growth for the community as well as serve as an avenue for research and development, university and business collaborations, and workforce development in Niagara County.

Niagara University, as part of its regional commitment to economic, social, and educational development, plans to develop a mutually beneficial partnership with Amazon to leverage business, education, and community partnerships to meet their emerging needs. Economic and career development is a shared interest which will enhance our student experience while creating a university to company pipeline of highly skilled future employees. Niagara University's career placement rate of 96% speaks to the connectivity of faculty and programs to the workforce and the currency of the knowledge, skills, and professional attributes needed to be competitive.

Leaders at the University representing business, human resources, career services, workforce development, and academic departments identified several areas for potential partnerships. These categories include experiential learning and career development, workforce preparation and upskilling, STEM and technology programming and knowledge pathways, emerging research for high tech and cyber applications, and campus and community facilities.

Amazon projects many new jobs in the Town of Niagara. Cultivating talent and strengthening a future employee pipeline is imperative to their success – engaging Niagara's undergraduate and master's degree level students in paid and unpaid internships and career exploration provides immediate and long-term opportunities for graduates to work and live in Niagara County.

Niagara University has long-embraced its role as a place-based anchor institution and trusted convener lending industry expertise in IT, HR, Business, Supply Chain/Logistics to meet the broad educational needs of the region. Since establishment, Niagara has lived its mission and remains a highly-engaged partner that deploys its resources – teaching, research, service – to meet community needs.

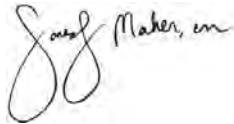
In addition, Niagara looks to Amazon to jointly identify and grow programs, primarily in the STEM and technology areas, with the goal of advancing knowledge, research and innovative opportunities in critical

next generation careers. The development of a K-12 pipelines to provide career and academic preparation, soft-skill development, mentoring, and social opportunities, expanding faculty and student research opportunities, and assist new start-ups (with a focus on women and minority owned businesses) will prepare individuals for the high-tech in-demand skills needed for today's workplaces.

As an educational institution, we are interested in sharing our prospective knowledge not only because it will create economic impact, strengthen existing and innovative programs, and create a talent pipeline for NU students, but because everyone benefits from strong business/university partnerships.

On behalf of our Niagara University community, I am pleased to share our support for the Agency's assistance in the construction of the proposed Amazon project and to offer our partnership to leverage the collective, community impact.

Sincerely,

A handwritten signature in black ink that reads "James J. Maher, C.M.". The signature is written in a cursive style with a large, stylized initial "J" and "M".

Rev. James J. Maher, C.M.

President



## GAIL RADFORD

---

185 Admiral Rd., Buffalo, NY 14216 • 716-837-7461 • radford@buffalo.edu

August 8, 2022

To the Board of the Niagara County IDA,

I write as a citizen of Western New York to express my objections to a plan that involves taking almost \$124 million out of the tax base of Niagara County to subsidize one of the most profitable corporations on earth.

As justification for this massive subsidy, your organization points to numerous jobs that Amazon promises. But these are not good jobs. They will pay minimum wages. In addition, we can assume that working conditions will be poor, given that turnover in Amazon warehouses nationally runs way over 100% a year, the highest in the industry.

It is my sincere hope that the Niagara County IDA will decide not to go forward with this plan, or at the very least, insist that Amazon agrees to card-check neutrality in response to any union drive at the facility.

Yours truly,

A handwritten signature in cursive script that reads "Gail Radford".

Gail Radford

August 5, 2022

Niagara County Industrial Development Agency  
6311 Inducon Corporate Drive  
Samuel M. Ferraro Center,  
Suite One, Sanborn, NY 14132

Dear Director Langdon, Chairperson Onesi, and Board of Directors,

The undersigned organizations write to oppose the proposed economic development deal that NCIDA is considering for an Amazon warehouse in Niagara.

Using public dollars to subsidize the expansion of Amazon's distribution network will only undercut the local economy, harm local workers, and expend precious resources on one of the world's largest and wealthiest corporations at a time when small businesses and local residents are struggling to deal with the effects of America's supply chain and inflation crises.

Amazon and its partners are surely making bold claims about the benefits the warehouse will supposedly have on the local economy. But here are the facts: Amazon warehouses [have no positive effect](#) on the economic growth of the area in which they're built. In fact, a recent study found that a new warehouse opening results [in a net loss of jobs](#) for the local communities, as jobs lost in local retail are not offset by new jobs in the Amazon facility.

They do, though, have a [negative effect on the wages](#) of warehouse workers and drivers, lowering their pay by thousands of dollars annually. While Amazon suggests it will create 1,000 new jobs within 3 years of project approval, by their own admission set forth in the application before the IDA, 95% of those jobs come with [wages that are significantly below the lowest wage jobs](#) in Niagara County – *and lower than Niagara's living wage.*

The project before you does nothing to mitigate substandard working conditions, for which Amazon is particularly notorious, and [under active investigation](#) by the United States Attorney's Office for the Southern District of New York. In fact, Amazon's injury rate in New York State [jumped 64 percent](#) between 2020 and 2021 alone.

Notably absent are a Project Labor Agreement, which would ensure site construction is performed pursuant to baseline worker safety requirements, and a labor peace agreement and card check neutrality, both of which would ensure basic dignity for the workers who stand to be employed by one of the world's wealthiest companies.

Providing subsidies to Amazon also gives it a leg up [over local small businesses](#), which do not receive public dollars to aid their distribution, and therefore often end up paying Amazon to handle distribution for them. This is a vicious cycle that local lawmakers likely don't intend, but nonetheless create, by using taxpayer money to aid Amazon's buildout.

The payment in lieu of taxes (PILOT) Amazon has applied for would also take resources directly out of the Niagara-Wheatfield School District. Already, between 2017 and 2021, the district lost \$16.7 million to economic development tax abatements such as these – more than \$3.3 million per year, which translates to an average loss of \$980 per student per year.

Finally, the cost-benefit analysis NCIDA is relying upon to justify the deal suffers from [serious flaws](#), and fails to account for some of the very knowable downsides of Amazon's presence in the community.

All this, for a company that has reaped huge profits in recent years due to the increased demand for its services during the pandemic.

There is also little reason to believe that Amazon's location decisions are dependent on a PILOT or any other form of subsidy. Amazon locates in areas in which [there are concentrations](#) of Amazon Prime subscribers and disposable income, as well as access to key transportation networks. Taxes and other fees have little to do with the company's decision, as shown by the fact that it is happy to cover the full cost of building new warehouses across the country, from [Connecticut](#) to [Michigan](#) to [Texas](#), and surely elsewhere.

The proposed project also arrives before the IDA with specious environmental analysis. In June 2022, the Niagara Town Board issued a "negative declaration" under New York's SEQRL law, finding the proposed 3 million square foot facility will have "no adverse environmental impact." A determination that the largest development in Niagara's history will have no environmental impacts – based solely on representations made by the applicant – borders on the absurd. At best, it will become a persistent drain on Niagara's public resources to ensure that the extraordinary uptick in vehicle miles traveled alone will not cause severe ongoing disruption to community life and local ecology. A project of this magnitude demands independent environmental review and enforceable mitigations.

During times of economic distress, any promised influx of new jobs sounds enticing, and can seem worth paying any price for. In practice, however, all local leaders accomplish by subsidizing Amazon is ensuring that local businesses – the kind that help build strong, sustainable, and equitable communities – find it ever more difficult to compete.

We urge you to oppose this deal. A deal that doesn't *at least* require one of the largest, richest corporations in the world to pay for community benefits, livable wages, and to mitigate clear environmental impacts, is no deal at all. We encourage the IDA to take into consideration the myriad better uses for \$120 million in public funds.

Sincerely,

Office and Professional Employees International Union (OPEIU) Local 153  
Amazon Labor Union (ALU)  
American Economic Liberties Project  
Fight Corporate Monopolies  
Good Jobs First  
New Yorkers for Fiscal Fairness  
Strong Economy for All



1380 Monroe St NW  
PMB 405  
Washington DC 20010  
202-232-1616

**August 3, 2022**

**Testimony of Greg LeRoy  
Executive Director, Good Jobs First  
To the Niagara County IDA Board Regarding the  
“Cost-Benefit Calculator” Used to Justify IDA Subsidies for Amazon Project**

I direct Good Jobs First, a Washington-based, non-profit, non-partisan watchdog group on economic development incentives since 1998.

I question the “[cost-benefit calculator](#)” that the NCIDA is using to justify its proposed \$124 million subsidy for the Amazon warehouse.

The study fails to state its underlying assumptions, which are critical to the credibility of any cost-benefit analysis. Nor does it name any software products it may have used to derive its estimates.

There is no indication that the cost-benefit calculator accounts for job destruction in the bricks-and-mortar retail sector caused by the rise of e-commerce/Amazon. That job destruction will offset warehouse job gains to an unknown degree. Just because people have another way to shop does not mean they have more money with which to shop.

Related: the calculator projects an increase in local property tax values of \$48.3 million. Again, underlying assumptions are not stated. As the consulting firm Civic Economics has documented: retail property values, occupancy rates and tax assessments all decline as e-commerce sales increase (with Amazon comprising almost half of e-commerce).

Also at risk are residential property values along the routes serving the warehouse. Having hundreds of trucks traversing those streets every day may harm home resale values, as air quality declines and noise increases. Lower resale values mean lower assessments and lower property tax revenues.

The calculator uses the words “local” and “state” to distinguish benefits, but it makes no distinctions between Niagara County and Erie County. Given the fact that Erie County’s population is about four and a half times that of Niagara County, it is reasonable to assume that many if not most of the local job takers will be Erie County residents.

Indeed, Erie County may well be the big local winner if Niagara County subsidizes Amazon: Erie could get many if not most of the jobs (and also the property-value benefits) while suffering none of the PILOT tax revenue losses, and little of the concentrated air pollution, noise, or road wear.

The study apparently assumes a constant level of 1,000 permanent employees over 15 years. This may not be a valid assumption, given Amazon’s aggressive moves towards automation.

The study projects 527 “ripple effect” permanent jobs. A share of “ripple effect” jobs are normally public-sector jobs. But for the first seven years, the PILOT abatement rate is 90%, and it does not even reach 50% until year 11, so the project should generate far fewer public-sector jobs than it would without the abatement. Does the calculator reflect that? We cannot tell.

The most troublesome aspect in the calculator is the mixing of apples with watermelons. Central to its finding that local benefits will outweigh local costs is the juxtaposition of payroll earnings with incentives.

This is not a valid comparison. The PILOT incentive equals public dollars out, whereas earnings (i.e., payroll) do not equal public dollars in. Someone earning \$32,640 here pays state income tax of 5.2%. So only 5.2% of the projected earnings can be correctly counted as a revenue benefit against the PILOT incentive cost.

And it is a huge distortion: projected payroll of \$1.34 billion equals 91.3% of the calculator’s total projected benefits.

The calculator also apparently double-counts \$69.6 million in project benefits. That is how much in state sales and income tax revenue it attributes to the temporary (construction) and ongoing (permanent) jobs. But there is no notation that it subtracted that sum from the payroll estimates. But of course, all of the new income and sales tax revenue can only come from those payrolls, so the calculator apparently counts the tax-spending share of workers’ paychecks twice.

So for all these reasons, in our opinion, this is not a fiscal break-even analysis, or a taxpayers’ cost-benefit analysis. It is a misleading public relations document.



Niagara County Industrial Development Agency

VIA EMAIL

August 5, 2022

To the Niagara County Industrial Development Agency:

Reinvent Albany urges you not to provide the proposed Amazon warehouse with \$123 million in subsidies. We advocate for government transparency and accountability and fact-based decision making.

As any public finance expert can tell you, there is no such thing as “free money.” Whether on budget or off-budget, any subsidy for an e-commerce vendor is a bad investment of taxpayer dollars. Multiple studies have shown that when Amazon warehouses are built, [warehouse wages actually drop](#), and new fulfillment centers [do not produce a significant rise in broad-based employment](#). Niagara County’s tax dollars would be better spent elsewhere.

Tim Bartik, an economist at the Upjohn Institute for Employment Research, has calculated that business subsidies that cost more than \$5,000 per job per year [do not produce substantial benefits for the economy](#). It is far better for governments to invest in [programs that are less costly](#), such as neighborhood development (\$1,300 per job per year) or customized job training (\$3,000). The tax breaks proposed by Amazon – \$123 million for 1,000 jobs over 15 years – would cost \$8,200 per job per year, which would have little to no economic impact.

Research has also shown that subsidies are not a deciding factor in where Amazon locates its warehouses. The watchdog organization Good Jobs First has demonstrated that [Amazon chooses warehouses based on the number of Prime subscribers in the area](#) and access to highway infrastructure. One corporate survey also found that when deciding where to locate, [companies rank subsidies under highway accessibility, availability of skilled labor, and quality of life](#). With a large base of Prime subscribers and a reputation for swift delivery, it is extremely unlikely that Amazon would build a warehouse in Canada to service its Niagara customers.

It is baffling to us that you are seriously considering giving \$123 million in tax breaks to a trillion-dollar company whose [profits rose more than 200% during the pandemic](#). Amazon’s founder, Jeff Bezos, [has an estimated net worth of \\$167 billion](#) and is currently the third-richest person in the world. NCIDA cannot justify giving the company such a large sum, which would be [the fourth-largest Amazon warehouse subsidy in US history](#).

Niagara County IDA’s mission is to shrewdly invest limited public funds – including tax expenditures – in sustainable, affordable ways to encourage the creation of good new jobs. This Amazon warehouse

subsidy is a bad deal for Niagara taxpayers and undermines public confidence in the fairness of the tax code and government decision-making.

Sincerely,

Tom Speaker  
Policy Analyst  
Reinvent Albany

August 3, 2022

Niagara County Industrial Development Agency  
Samuel M. Ferraro Center  
6311 Inducon Corporate Drive, Suite 1  
Sanborn, NY 14132

Dear Ms. Langdon:

As Western New York's private, non-profit economic development organization, Invest Buffalo Niagara's mission is to facilitate business attraction and expansion efforts that create and retain jobs, and increase capital investments across the eight counties of our service territory.

I wish to share my support of the benefits Project Fifi represents and recommend the NCIDA Board to advance the project's application for tax incentives.

After several years of limited investment, the transportation and warehousing sectors of the regional economy are lagging the nation. Based on data from the WNY Industrial Real Estate Development Strategy, a comprehensive report commissioned by Invest Buffalo Niagara and delivered by a consultant team from Newmark, only 1 in 5 local transportation and warehousing jobs are in subsectors growing faster than the country. Newmark estimated the regional economy to be deficient by 1,500 transportation and warehousing jobs; Project Fifi helps the regional economy reverse that trend.

The direct jobs associated with Project Fifi will provide upskilling and training to members of the community who are underemployed, looking for new opportunities and career advancement, or exited the labor force during the global pandemic. At 62.5%, Buffalo Niagara's labor force participation rate trails several competitive peer regions as well as the nation. Job opportunities through Project Fifi will foster reengagement with those looking for work opportunities and foster skills support and on-the-job training while providing competitive wages and benefits.

Having worked with Amazon on many projects across Western New York, I know firsthand the company continues to invest in the community beyond its significant job creation and capital expenditures through training and tuition reimbursement programs, K-12 education STEAM and STEM program investments, support and engagement within the military veteran community and health care assistance through the Amazon Cares program.



I commend Niagara County's and the Town of Niagara's commitment to and leadership on this important economic development project. The project is certainly an affirmation of the investments Niagara County has made to become a first-class place to do business.

A handwritten signature in black ink, appearing to read "Thomas A. Kucharski". The signature is fluid and cursive, with a prominent flourish at the end.

Thomas Kucharski  
President & CEO, Invest Buffalo Niagara

**7.2**

**4600 GROUP, LLC**

**PROJECT SUMMARY**  
**4600 Group LLC**



<b>Applicant:</b>	4600 Group LLC	
<b>Project Location:</b>	460 Center Street Lewiston	
<b>Assistance:</b>	10 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>4600 Group LLC will restore the historic Frontier House in the Village of Lewiston. The 197-year-old Frontier House, that has been vacant since 2014, was placed on the National Register of Historic Places in 1974. The original use for the Frontier House was an inn for merchants and travelers, its hosted historical figures such as Charles Dickens, President William McKinley and Mark Twain.</p> <p>The redevelopment plans will draw upon and celebrate the buildings rich history with the intent to make it a destination sought by visitors from outside the area. Two floors will host short-term rentals dedicated to serving tourists.</p> <p>The remaining space will contain rental units, commercial space and office space, with a lounge area and restaurant for guests.</p>	
<b>Project Costs:</b>	Acquisition	\$ 800,000
	Construction/Improvements	\$ 3,865,893
	FF&E	\$ 90,000
	Soft costs	\$ 536,458
	TOTAL	\$ 5,292,351
<b>Employment:</b>	Current jobs in Niagara County:	0
	New Jobs in Niagara County within 3 years:	3
	Skills: Management/Administrative, Maintenance	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, Proximity/Support of Regional Tourism Attractions/Facilities, Local Revenues, Adaptive Reuse, Age of Structure	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: July 8, 2022  
 Project Title: 4600 Group LLC  
 Project Location: 460 Center St., Lewiston, NY 14092

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

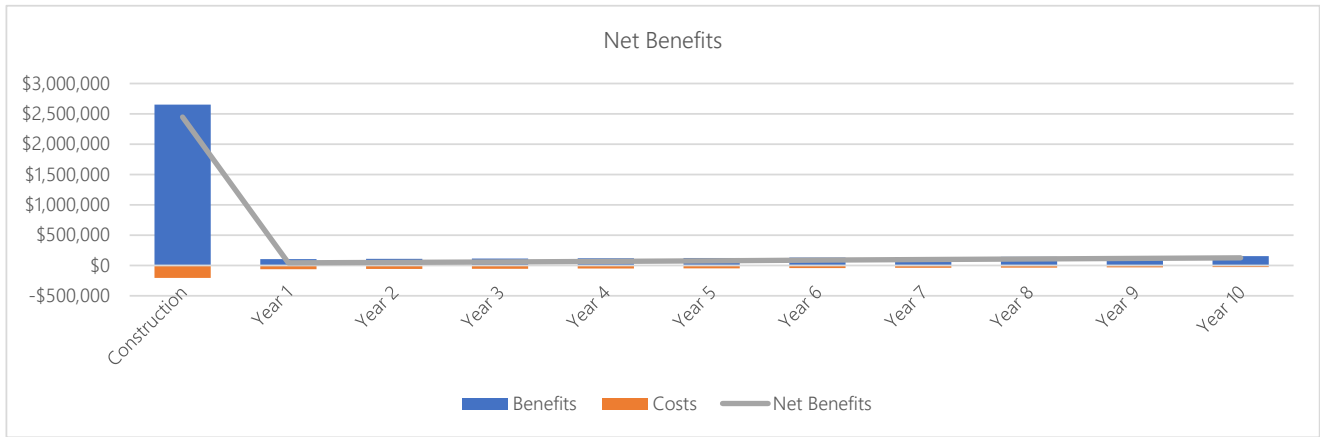
Project Total Investment  
 \$5,292,351

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	39	10	50
Earnings	\$1,995,122	\$509,078	\$2,504,200
Local Spend	\$4,763,116	\$1,720,379	\$6,483,495

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	2	1	3
Earnings	\$761,974	\$193,971	\$955,945

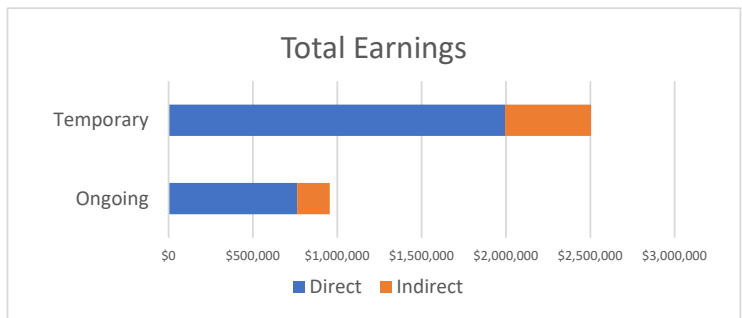
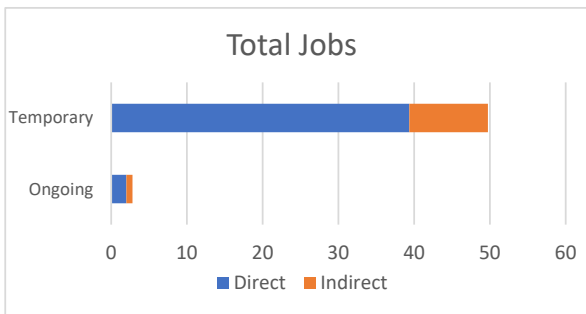
Figure 1



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	\$447,652	\$407,816
Sales Tax Exemption	\$165,436	\$165,436
Local Sales Tax Exemption	\$82,718	\$82,718
State Sales Tax Exemption	\$82,718	\$82,718
Mortgage Recording Tax Exemption	\$39,693	\$39,693
Local Mortgage Recording Tax Exemption	\$13,231	\$13,231
State Mortgage Recording Tax Exemption	\$26,462	\$26,462
<b>Total Costs</b>	<b>\$652,781</b>	<b>\$612,945</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$3,752,005</b>	<b>\$3,618,935</b>
To Private Individuals	\$3,460,145	\$3,360,528
Temporary Payroll	\$2,504,200	\$2,504,200
Ongoing Payroll	\$955,945	\$856,328
Other Payments to Private Individuals	\$0	\$0
To the Public	\$291,860	\$258,407
Increase in Property Tax Revenue	\$267,639	\$234,884
Temporary Jobs - Sales Tax Revenue	\$17,529	\$17,529
Ongoing Jobs - Sales Tax Revenue	\$6,692	\$5,994
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$179,928</b>	<b>\$174,747</b>
To the Public	\$179,928	\$174,747
Temporary Income Tax Revenue	\$112,689	\$112,689
Ongoing Income Tax Revenue	\$43,018	\$38,535
Temporary Jobs - Sales Tax Revenue	\$17,529	\$17,529
Ongoing Jobs - Sales Tax Revenue	\$6,692	\$5,994
<b>Total Benefits to State &amp; Region</b>	<b>\$3,931,933</b>	<b>\$3,793,683</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,618,935	\$503,765	7:1
State	\$174,747	\$109,180	2:1
<b>Grand Total</b>	<b>\$3,793,683</b>	<b>\$612,945</b>	<b>6:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60 \$2,067,950

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

**PUBLIC HEARING CALF Development Associates LLC  
and/or Individual(s) or Affiliate(s), Subsidiary(ies), or  
Entity(ies) formed or to be formed on its behalf**

Public Hearing to be held on July 26, 2022 at 1:00 p.m.  
at Town of Lewiston Hall- 45 N. 4<sup>th</sup> Street

Andrea Klyczek: *Welcome. This public hearing is now open; it is 1 p.m. My name is Andrea Klyczek. I am the Assistant Director of the Niagara County Industrial Development Agency, and I have been designated by the Agency to be the hearing officer to conduct this public hearing. Notice of this public hearing was published in the Niagara Gazette on July 20, 2022.*

*We are here to hold the public hearing on 4600 Group LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of this project.*

*The proposed project (the "Project") includes the restoration and construction of the historic Frontier House in the Village of Lewiston. The building plans will convert the space into rental units with commercial and office space.*

*The proposed financial assistance contemplated by the Agency includes New York State and local sales and use tax exemption benefits and mortgage recording tax exemption benefits(in compliance with Agency's tax exemption policy), and a partial real property tax abatement.*

*The project application and project summary are posted on the Agency's website at niagaracountybusiness.com and I have copies with me today.*

*If you have a written comment to submit for the record, you may do so. Written comments may also be delivered to Agency at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 until the comment period closes on August 2, 2022.*

*If anyone is interested in making a comment, please, state your name and address; if you are representing a company, please identify the company.*

*Are there any more comments? Hearing no further comments, I will now adjourn the meeting. It is now 1:02 p.m. Thank you.*

**SIGN IN SHEET  
PUBLIC HEARING**

July 26, 2022 1 p.m.  
Lewiston Town Hall

regarding:

**4600 Group LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf**

Name	Company and/or Address	X box to speak/ comment
Joshua Maloni	media	
ANNE WELCH	MAYOR VILLAGE OF LEWISTON	
Linda Johnson	TOWN OF LEWISTON (ASSESSOR)	
Daniel Gibson	Trustee Village of Lewiston	
STEVE BRADICK	TOWN OF LEWISTON	
Robert Creenan	Niagara Gazette	
Shannon Furdus	Village of Lewiston - clerk	

# FRONTIER HOUSE

LEWISTON ★ NEW YORK

460 CENTER STREET  
LEWISTON, NY 14092



EXTERIOR C.1885

## About the Building:

Built in 1824, The Frontier House was founded by three local entrepreneurs and was designed to function as an inn to host travelers in Lewiston, NY. The building accommodated many guests who visited the area on business in the booming grain and fruit trades or as tourists - due to the proximity to Niagara Falls and Lake Ontario steamers.

## Before transformation:

In 1975, the Frontier House was leased to McDonald's, who operated the building as a fast-food restaurant on the ground floor until 2004. The building remains vacant today.

## After transformation:

This nearly two-hundred year old building can once again be a core destination in the village for locals and travelers. Effectively serving as the touchstone representing Lewiston to those unfamiliar with the area. In this sense, the Frontier House provides an architecturally significant example of the social history and commercial context that characterize the Village of Lewiston as it evolved during the nineteenth and twentieth centuries.

Restoring the building to tell the story of the Frontier House. A unique way to experience village life and the history of Lewiston.

## Draw:

Located on prestigious Center Street, the Federal-style inn architecturally demonstrates the social prominence and economic success of its original founders as well as the clientele the business attracted. Designed to provide a comfortable refuge for visitors to Lewiston, restoring the building presents the opportunity to stay in a 200-year-old building enriched with history.

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## Support the Restore:

Today the Village of Lewiston is home to shops, restaurants and Artpark State Park. It's also well-known for its Historic Downtown, nearby country club, annual music and art festivals. The Frontier House will once again be a resting place for travelers looking to take advantage of this picturesque small-town destination. The building will exemplify the high quality of architecture that characterizes the commercial core of the village along Center Street.

Many have claimed that the Frontier House received visitors such as Daniel Webster, Henry Clay, Charles Dickens, James Fenimore Cooper, and U.S. President William McKinley.

## Goals:

Having this modern overnight stay available with this historic location will create awareness for its accomplished title with the National Register of Historic Places.

- Support the original design and function that for over a century was a Lewiston community anchor that housed numerable travelers throughout its rich history.
- Historically speaking, customers and guests are drawn to the Lewiston because of the history it offers. The history will be presented for guests and locals alike.
- Draw attention to the excellent example of the Federal-style, of which there are only a few remaining examples in Western New York.

## Product:

Present the Frontier house story:

- Rebrand of the logo
- New signage outside
- Restore original details
- In-depth history book in common area
- Guest sign-in book to share a story
- Art by local artists
- Tours to draw attention to history
- Website to support

## Marketing:

Frontier House will be marketed as a tourist destination that will attract a significant number of visitors from outside our area. The purpose behind Frontier House tourism marketing will be to promote the business, make it stand out, attract customers, and generate brand awareness. The history buff will certainly appreciate its two hundred year old legacy. It will also appeal to those seeking to make a link with past spirits that may (or may not) still be walking its halls.

To attract this visitor we will do the following best practice:

- Identify Your Best Prospective Visitors to Optimize Ad Buying
- Increase Exposure by Partnering with Influencers
- Create Destination Videos & Photos That Appeal to the Right Tourists
- Share What's New in Your Area
- Tailor Efforts by Traveler Type



TOP: PREVIOUS INTERIOR  
BOTTOM: CURRENT INTERIOR

**HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 1 – EVALUATION OF SIGNIFICANCE**

**Frontier House, 460 Center Street, Lewiston, Niagara County, NY 14092**

**Continuation Sheets**

**5. Description of physical appearance**

The Frontier House at 460 Center Street is a single building located between Fourth Street to the west and Fifth Street to the east in Lewiston, New York. Constructed in 1824, the Frontier House is a three-and-a-half story inn building with stone walls and Federal styling. Individually listed on the National Register of Historic Places since 1974, the Frontier House is already well-recognized as an important contribution to the history of Lewiston and the development of Western New York. The neighborhood is primarily residential-commercial in character, with a commercial corridor located mainly along Center Street and residential streets leading north and south. Located with a short setback on Center Street as it became a major artery through Lewiston, the Frontier House was established as an inn in 1824 as Lewiston developed from a frontier outpost at the edge of the state into a densely settled village during the nineteenth and twentieth centuries.

The building's primary elevation faces Center street and is setback from the street with access to the concrete sidewalk. The remainder of the lot includes a grass lawn to the north and west, with an asphalt driveway to the east leading to a rear asphalt parking lot behind the building to the north. A concrete paved patio with thick brick piers and iron fence is located to the west of the building near Center Street.

The Frontier House was conceived as an inn for travelers visiting Lewiston for business or pleasure, as well as providing dining facilities for locals as well. The size, style and detailing of the building attests to the wealth of founders Benjamin Barton and Joshua Fairbank, as well as the reputable travelers it was designed to attract. The three-story gabled stone inn rests above a stone foundation and stepped gabled ends rising above the roofline. The primary elevation facing Center Street is 5-bays wide with a central entrance accessed on a full width first story porch with flat roof. Several ornamental elements on the building are consistent with the Federal style, including a symmetrical primary elevation, wood fluted Doric columns, brick flat arches, stone sills and a wood sash fanlight. Several 6-over-6 double hung wood sash windows remain intact from the period of significance. Significant for its architectural design and social history, the Frontier House is National Register listed in Lewiston, NY.

**Exterior**

The Frontier House is a three-and-a-half story inn building constructed in the Federal style on Lewiston's Center Street in 1824. The building has a two-part massing, with a rectangular three-story portion facing Center Street and a one-and-a-half-story narrower rectangular portion extending north to the rear of the building. The exterior elevations of the building are rough hewn stone, with a stone foundation and asphalt side gable roof flanked by stone parapets rising above the roofline to the east and west. The primary elevation faces Center Street to the south, with a symmetrical five bays wide rhythm and a full width first story porch with flat asphalt roof. A regular fenestration pattern complements this design, with rectangular windows under flat brick arches and stone sills. Windows on the upper floor are typically double hung 6-over-3 wood sash and those on the lower floors typically feature 6-over-6 double hung wood sash windows set, within original wood casing in most places.

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Historic photographs confirm these are the original windows and original rhythms. The symmetrical, primary elevation, regular fenestration, and details such as fanlights and sidelights are indicative of the Federal style.

South Elevation

The primary elevation presents a symmetrical five bay wide facade facing south towards Center Street. The elevation is organized under a side gable roof with rectangular stone parapets rising to the east and west. The central bay contains the entrance on the first floor, with a set of double wood doors with paneling in the lower portion and 9 lights each in the upper portion. The entrance is flanked by wood paneling indicating there may once have been sidelights that are now covered or replaced. It is set within a wood entablature topped with a fanlight with wood mullions, placed within a round brick row arch. There is a 6-over-1 sash window in each bay on the first floor, likely replacement windows added during the McDonald's era in the 1980s, set within original openings with stone sills and flat brick arches. Historic photographs confirm these were once 6-over-6 wood sash windows matching those on the second floor. An exception occurs in the westernmost bay, where a secondary entrance occurs through a wood three-paneled door topped with three light transom set beneath a non-historic concrete lintel in original opening. A full width porch with flat asphalt roof distinguishes the first floor of this elevation, with a simple wood entablature supported by six round wood fluted Doric columns with square capital and no base at regular intervals delineating each bay. Iron handrails also line the porch, but were likely added in the 1960s or later. A set of four steps with wood treads and risers provide access to the porch and entrance in the central bay.

On the upper floors, the central bay contains distinguished windows set within wood casing and surrounds with fluted wood pilasters under an entablature in flat brick arches. A single window is located in each of the five bays on the second and third floors, with the more elaborate central window flanked on both sides by 6-over-1 double hung wood sash on the third floor and 6-over-6 wood sash on the second floor, all under flat brick arches. Shutters are hung alongside most windows, although historic photographs and newspapers indicate these may have been added as part of the 1963 renovation. A 'Frontier House' sign is located in the center bay between the second and third floors in the same location it appears in historic photographs dating at least to the early twentieth century.

North Elevation

The north elevation faces the back of the property, extending towards an asphalt parking lot and Ridge Road. This elevation is more minimally adorned than the south elevation, and the one-and-a-half story rectangular portion of the building running perpendicular to the 3-story portion is visible on this elevation. The three-story portion of the building is five bays wide, with a window in each bay set within a rectangular opening with stone sill and flat brick arch. As on the other elevations, the windows on the third story are 6-over-3 double hung wood sash, those on the second story are 6-over-6 double hung wood sash and those on the first story are 6-over-1 sash. The one-and-a-half-story portion disrupts the

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five bay wide elevation at its northeast end, intersecting at a perpendicular angle at the second story level.

The one-and-a-half-story portion, extending north from the three-story portion, features the same rough hewn stone exterior walls with rectangular window openings with flat brick arches and stone sills. The side gable roof terminates at the north end with a rectangular stone parapet similar to those on the three-story portion of the building. If not constructed in 1824, this portion of the building was likely constructed in the early-to-mid nineteenth century, with sensitive design choices in terms of exterior materials and rhythm designed to match those on the three-story portion. The upper story contains regularly spaced square window openings with flat brick arches, forming a half story clerestory reminiscent of the Greek Revival style. These 6-over-1 and 3-over-3 wood sash windows are currently boarded, but some remain intact and visible in the interior. The first floor features rectangular window openings with stone sills and flat brick arches matching those on the three-story portion of the building. The west elevation of this portion, features secondary entrances to this portion of the building, which once opened onto a side porch, visible in a 1962 historic photograph. Although the porch with columns has been lost, remnants of its stone pier foundation remain visible on site today.

**East and West Elevations**

The east and west elevations form the side elevations, distinguished at the roofline of the three-story portion by the stone parapets rising in a symmetrical pattern on each end. Beneath the parapets, a single 2-over-2 double hung wood sash oval window set within wood casing is located at the attic floor level. A single window is located on each floor below this oval window, matching the fenestration on the other elevations and set within the same stone sills and flat brick arches.

On the east elevation, two additional windows are located to the north end of the central bay on the second floor, and one additional window to the north end on the first floor. The east elevation of the one-and-a-half story portion connects to the north, with five square window openings with stone sills and brick arches on the upper story and three rectangular window openings on the first floor. These windows are boarded but many are intact and visible from the interior.

**Interior**

The basic plan of the Frontier House reflects its historic function as an inn and restaurant building, with sufficient integrity remaining in terms of plan, for The building's primary elevation faces Center street and is setback from the street with access to the concrete sidewalk. The remainder of the lot includes a grass lawn to the north and west, with an asphalt driveway to the east leading to a rear asphalt parking lot behind the building to the north. m and material in order to convey historic meaning. Overall, the plan of the first floor repeats on the upper floors, with a central stairwell and corridor flanked by rooms on both sides. The three-story portion of the building has a symmetrical interior plan, and the one-and-a-half story rear portion houses a kitchen on the first floor and storage above. A good amount of architectural details indicative of the Federal style remain intact throughout the building, including

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wood paneled baseboards, wood fireplace surrounds with wood mantels, and original double hung wood sash windows. Hardwood floors are exposed in most rooms on all floors, and wood doorway and window trim dating to the nineteenth century remains intact. The first floor kitchen and dining room areas have been updated with replacement tile, mantels and some trim during the McDonald's occupancy from 1985-2004, but the general function of these spaces is consistent with their historic use as dining rooms and common rooms. These material updates occur only in some places, and have not disrupted the integrity of the overall plan, ornamentation and stylistic details that contribute to the historic significance of the building.

**Stairs, Stairwells and Corridors**

The primary stairs, stairwells and corridors remain in their original location in most places, with many of their materials intact. The primary stairwell provides access to the three floors and the basement, and is located at the south central end of the building with direct access to the primary entrance. The primary stair from the first floor to the second is the only exception, as this has been demolished but the opening remains, and access to the second floor occurs through a ladder today instead. The stairs that remain are intact enough to convey historic integrity and detail of ornamentation and materials. The single set of stairs with wood treads and risers terminate at a landing in the central corridor on each floor before continuing to the next. Twin wood newel posts with circular knobs remain intact at the second floor landing, where the handrails have since been lost. The third floor landing retains the same twin newel posts, as well as a wood handrail with straight wood spindles. Leading to the basement, the stairwell has wood handrails atop iron spindles, a non-historic replacement.

A secondary stairwell is located at the west end of the building on the third floor, providing access only to the attic space on a set of stairs with straight, narrow and tall wood treads and risers that sweep to the open attic landing.

The primary corridor is located at the center of the three-story building on all floors. This corridor extends the length of the building on the first floor, running from the primary entrance to the rear of the building, but on the upper floors it terminates at a guest room located above the primary entrance at the south end. On all floors, the corridor has hardwood floors, wood baseboards, and wood doorway trim. A wood chair rail lines the first floor corridor, although this may not be an original condition. There is no ceiling trim, although some visible evidence of doorway trim rising above the plaster ceiling height suggests there may be ceiling trim intact above the ceiling, which selective demolition may reveal.

**Basement**

The basement was used for storage as well as a bar space. The stone foundation and stone walls are visible throughout, with a few additional plaster and concrete brick partition walls also visible. The east side of the basement forms an uninterrupted open space connecting to an open space at the rear, both of which formerly served as a bar space. A few metal support columns are located in the rear portion, with plaster ceilings. Openings in the acoustical tile drop ceilings in the bar area reveal timber beams at

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the original ceiling height. The basement is about halfway below grade, with windows located towards the ceiling to provide light from the exterior at grade. 12-over-8, 8-over-8 and 6-over-6 double hung wood sash windows are set within original wood casings and openings, recessed in the stone wall with wood sills. Storage and utility rooms are located on the west side of the corridor, subdivided by concrete brick partition walls atop tile floors in some cases. The plan of the basement is a simpler version of the floors above, with a north-south corridor accessing rooms on both sides. Entrances to the basement occur from the exterior at the southwest, southeast and rear north ends of the building, with sets of stone stairs leading to grade level.

First Floor

At the primary, central entrance on the south elevation, one enters from the porch through double wooden doors under a fanlight into a foyer divided from the central corridor by a wood trim doorway with ten light wood sash transom. Passing through this vestibule, the central corridor runs north-south through the floor, with rooms on both sides accessed through wide doorways with wood trim and corner circular motifs in some cases. The stairwell to the basement is located near the center of the corridor, where the stairs to the second floor were once located, indicated by an opening in the ceiling. Non-historic tile floors, likely added in the 1985 renovation for McDonald's, and plaster ceilings are located throughout the first floor.

The former dining rooms are located on both sides of the corridor to the east and west, each with two interconnected rooms divided by partial partition walls with wide openings with wood trim. Non-historic partial height partition walls with wood spindles and columns divide the east rooms from the kitchen, added during the McDonald's era. Wood baseboard is present throughout all rooms of this floor, with wood fireplace mantels in the four dining rooms. The walls feature wood panel trim, although this may not be an original condition. The 6-over-1 double hung vinyl sash replacement windows are placed within the original wood openings, recessed into the exterior wall and distinguished by fluted wood trim with circular corner motifs.

The former kitchen is located at the rear of the floor, in the one-and-a-half story portion of the building, with non-historic tile floors and tiled walls. No major equipment remains. While some of the material finishes of this floor were added in the last few decades, the overall plan, form and function of the floor remains intact enough to convey sufficient historic integrity. Replacement tile floors may obscure original hardwood underneath, and non-historic windows are located within original openings.

Second Floor

The second floor remains the original plan and many original material finishes and ornamental details convey the original historic use of the building. Overall, the plan of this floor mirrors that of the first floor, with a central north-south corridor with rooms on both sides as well as at the south end above the primary entrance. The two rooms on the east side of the corridor are of similar shape and size to the dining rooms below, formerly serving as a ballroom on this floor. They are interconnected through a

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wide doorway, with wood baseboards and hardwood floors throughout. Doorways and windows in the ballroom are lined with fluted wood trim with circular motifs at the corner, a more elaborate version than in the guestrooms. As on the floor below, windows on this side of the building are recessed into the wall above a recessed wood paneled base, with 6-over-6 double hung wood sash on this floor. A wood fireplace mantel with round wood columns and simple entablature is located in south end of the ballroom, with a brick fireplace surround at the north end.

The rooms on the west side of the corridor are subdivided into smaller spaces than on the floors below, reflecting their historic function as guest rooms rather than shared spaces. Four bedrooms and one shared bathroom are located on this floor, all accessed through wood paneled doors from the central corridor. Each room is oriented to have at least one window, all 6-over-6 double hung wood sash, recessed and set within wood casing with wood sills and simple wood trim. Some window replacements may have occurred, but they maintain a consistent rhythm and are situated within their original openings and wood casings. There are two fireplaces with wood mantels, each in rooms along the west wall. Wood baseboards and hardwood floors are intact throughout the rooms, although the bathroom has non-historic linoleum tile floors.

To the north, the rear portion of the building forms a storage space above the first floor kitchen. This room is half the height of the second floor and is accessible through a set of simple wood service stairs. This room has had fire damage to the floor and ceiling, and is in an unfinished state today with wood ceiling beams visible. Paired wood 6-light casement windows are visible on the exterior in square openings, recessed with wood sills, although these are boarded on the exterior.

Third Floor

The third floor consists only of the three-story portion of the building, with a central corridor flanked by guest rooms to the west, east, and south. The plan of this floor generally mirrors that of the floor below, with the exception that no shared common spaces are located on the east side of the corridor and is instead divided into guest rooms much like on the other side of the corridor. The nine guestrooms and one bathroom each contain at least one window, arranged around the central corridor as well as sub corridors running east-west towards the sides of the buildings to provide access to guestroom suites. Fireplaces, most with brick surrounds and wood mantels, are located on the west and east exterior walls in four of the guestrooms, in the same locations as on the floors below.

The third floor features similar finishes as the second floor, including hardwood floors and baseboards matching those on the lower floor in most cases, although it does not feature the more elaborated fluted trim seen in the ballroom below. The windows on the third floor are typically 6-over-3 double hung wood sash, with the original wood window casing and surrounds remaining intact.

At the west end of the third floor, a small secondary stairwell rises to an open landing at the attic level. The attic floors are unfinished and exposed, with lath and plaster walls subdividing the space. In some places, large wood timber beams with bark still on one side can be seen at ceiling height. This attic

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contains one-semi finished central room with a single 2-over-2 wood sash oval window on the east and west walls. The remainder of the attic features wood floors and exposed wood beams.



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**6. Statement of significance**

Built for a group of local entrepreneurs in 1824, the Frontier House at 460 Center Street represents a significant contribution to the history of architecture and social history in Lewiston, NY. Organized on a large rectangular site on Center Street situated between Fourth Street to the west and Fifth Street to the east, the three-story stone building served as an inn for over 100 years. This Federal-style building retains a good degree of architectural integrity and demonstrates the wealth of the founders and of many of the guests it served. Individually listed on the National Register of Historic Places (90NR01979), the Frontier is a rare example of a Federal-style inn building in Western New York.

Designed specifically to function as an inn to host travelers to Lewiston during the early nineteenth century, the Frontier House was founded by three local entrepreneurs: town supervisor Benjamin Barton, his son Samuel Barton, and merchant Joshua Fairbank. Although Lewiston was not a large community by 1824 when the building was constructed, the Frontier House accommodated many travelers who visited the area on business in the booming grain and fruit trades or as tourists due to the proximity to Niagara Falls and Lake Ontario steamers. Although Frontier House guest registers have since been lost, many have claimed that the Frontier House received visitors such as Daniel Webster, Henry Clay, Charles Dickens, James Fenimore Cooper, and U.S. President William McKinley. Aside from attracting many of the most accomplished travelers, the Frontier House also served as a dining hall and tavern space for guests and locals alike, as well as a meeting space for the Free and Accepted Masons, who attended monthly meetings in the attic space from 1849-1854. The Frontier House functioned as an inn for most of its history, first by the Bartons, then by Caleb Raymond and his descendants, who owned and ran the Frontier House for another 118 years (1844-1963). Operating as an inn according to its original design and function for over a century, the Frontier House remained an anchor in the Lewiston community that housed innumerable travelers throughout its rich history.

The Frontier House was constructed in 1824, and its architectural details are consistent with the Federal style. The symmetrical primary elevation, central entrance with fanlight, wood fluted Doric columns on the first story porch, and flat brick arches are all indicative of this style. The integrity of this architectural design and ornamental detail remains remarkably intact and serves as an excellent example of the Federal style, of which there are only a few rare remaining examples in Western New York. In doing so, it represents a substantial contribution to the overall architectural character and social history of the development of Lewiston from the nineteenth century into the twentieth century.

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**Historic Context for the Frontier House: Lewiston in the Nineteenth and Twentieth Centuries**

The Frontier House at 460 Center Street has already been listed as an individual building on the National Register of Historic Places for its significant architectural integrity and contribution to the social and commercial history of Lewiston, NY (90NR01979). Constructed as an inn in 1824 for Benjamin Barton, Samuel Barton and Joshua Fairbank, the building exhibits numerous ornamental details that are consistent with the Federal style popular at that time. The relative size and quality of the building's design attests to the wealth and prominence of the founders, as well as to the high caliber of guests it was intended to attract in the heart of the Lewiston community.

Lewiston's village history dates back into the eighteenth century. After the United States of America won the Revolutionary War, Lewiston and the Niagara frontier passed into American control. By 1788 American traders had set up outposts in Lewiston and settlers from New England and Europe started to move west into New York State's frontier region.<sup>1</sup> Many of these incoming settlers purchased land from the Holland Land Company, a consortium of Dutch investors who bought most of western New York in 1792. While the Holland Land Company owned much of western New York, New York State retained control over the Mile Strip Reservation, a one-mile wide band of territory that ran the length of the Niagara River from Lake Ontario south to New Amsterdam/Buffalo. New York retained the strategic land for military uses and industrial functions, and fewer than 1,000 people lived on the territory.<sup>2</sup> Though New York State controlled the land, state surveyor Simeon DeWitt requested that Joseph Ellicott survey the territory and select a site for a village on the reservation. Ellicott selected the location of Lewiston and soon after Americans started to settle in the area.<sup>3</sup> The village was originally named "Lewis Town" in honor of the governor, Morgan Lewis, and a survey of streets and building lots was completed in 1805 by Simeon DeWitt. DeWitt laid out a large village, complete with a public green and cemetery, on Ellicott's selected site.<sup>4</sup> Lewiston's current layout largely follows DeWitt's street grid; however, the sites that he proposed for public spaces, a cemetery and public green, did not develop as outlined in the plan. Instead, in 1810, the village petitioned the state legislature to divide the public green for building lots, a request that led to the first portions of the green being sold in 1815.<sup>5</sup> The Frontier House is located on what was originally designated to be the public square, and was purchased after this plan had been abandoned in favor of selling lots for building.

The War of 1812 arrested the growth of Lewiston. After a wartime raid made by the British in the winter of 1813 left one log stable and the shell of a stone house standing, the village was mostly abandoned

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<sup>1</sup> William Pool, *History of Niagara County, New York* (Syracuse: D. Mason & Co., 1897), 540.

<sup>2</sup> Jennifer Walkowski, *Elmwood Historic District (West)*, National Register of Historic Places Nomination Form 2015, 8.4.

<sup>3</sup> Pool, *History of Niagara County*, 258.

<sup>4</sup> Simeon DeWitt, "Plan of Lewiston," New York State Archives, State Engineer and Surveyor, Survey Maps of Lands in New York State, ca. 1711-1913, Map 8.

<sup>5</sup> Historic Lewiston, New York "History of Lewiston," <http://historicLewiston.org/history>. Note: Much of this paragraph was adapted from Kathryn Kennedy, *First Presbyterian Church of Lewiston and Lewiston Village Cemetery*, National Register of Historic Places Nomination Form, 2018, 8.4.

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until 1815.<sup>6</sup> Slowly the frontier settlement began to revive and rebuild, as the area offered substantial areas for farming fruit trees, as well as harvesting and shipping grain. During the early 1800s Lewiston served as the main port of entry to the United States from Canada and the village was heavily trafficked by settlers moving west into the Michigan and Illinois territories.<sup>7</sup> The movement of people and goods across the Canadian border at Lewiston helped the village develop into a wealthy community and in 1805 one of Lewiston's largest business ventures, Porter, Barton, Company, formed. For twenty years prior to the construction of the Frontier House, the Bartons had been in partnership with Augustus and Peter Porter of Niagara Falls in the well-known Porter, Barton and Company. In 1805, this firm obtained under special lease from the State the rights to reopened the American portage around Niagara Falls. Much of the commercial activity along the Niagara Frontier was dependent on this portage during the first quarter of the nineteenth century. Porter, Barton and Company had large warehouses at Lewiston and also operated vessels on both Lake Erie and Lake Ontario. The portage monopoly was threatened by the opening of the Erie Canal, however, and the Frontier House is thought to have been an example of the Barton brothers' efforts to diversify their investments.<sup>8</sup> Benjamin Barton had moved to Lewiston after the War of 1812 with his family and was town supervisor from 1819-1827, during the years the Frontier House was built.

As historian Karen Kennedy has stated, "Rather than industry and trade, tourism came to dominate Lewiston's economy, and travelers from across the United States and around the world came to Lewiston and nearby Niagara Falls."<sup>9</sup> Given the high traffic of travelers and businessmen through the area, taverns were among the first businesses to be re-established in Lewiston after the War of 1812. The first one opened in 1816, and several others followed in the next few years. As early as 1816 daily carriages traveled from Buffalo or along the Ridge Road to Lewiston, filled with travelers.<sup>10</sup> While construction began on the big stone Frontier House in 1824, two others were also established around that time. The proliferation of taverns in Lewiston during the 1820s was not an indication of general growth in the village. The recorded population in French's *Gazetteer* for 1860 was only 1014, and although a center of grain and fruit trade Lewiston never lost its village-size proportions. It remained a popular tourist spot where travelers picked up Lake Ontario steamers into the late nineteenth and early twentieth centuries.<sup>11</sup> Tourism served as Lewiston's main business and because of this, the village population continued to hover around 1,000 residents until 1930.<sup>12</sup>

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<sup>6</sup> Wellman, "Survey of Sites Relating to the Underground Railroad, Abolitionism, and African American Life in Niagara Falls and Surrounding Area, 1820- 1880, Historic Resource Survey Report," Prepared for Niagara Falls Underground Railroad Heritage Area Commission, April 2012, 183.

<sup>7</sup> Judith Wellman, "Survey of Sites...", 183.

<sup>8</sup> Cornelia E. Brooke, "Frontier House," National Register Nomination (May 1974).

<sup>9</sup> Kennedy, 8.5.

<sup>10</sup> Pool, 68.

<sup>11</sup> Brooke, "Frontier House," National Register Nomination (May 1974).

<sup>12</sup> U.S. Department of the Interior, *Report on the Population of the United States: Fifteenth Census, 1930* (Washington, DC: GPO, 1910), 1934.

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The village of Lewiston experienced significant growth between 1930 and 1960, tripling its population, while the broader town of Lewiston grew from 3,420 residents in 1930 to 13,686 in 1960. Much of this growth occurred between 1950 and 1960 and can be attributed to the growing purchasing power of white middle-class Americans who left larger urban centers like Buffalo and Niagara Falls for the suburbs.<sup>27</sup> This trend occurred throughout Niagara County, and townships like Cambria, Lockport, and Wheatfield saw similar population growth in the 1950s and 1960s. With its historic village core, Lewiston was a popular destination for many of these newly minted suburbanites. In addition to the suburban atmosphere, Lewiston was located near the Niagara Power Project, which was constructed between 1957 and 1961 and provided employment to local residents.<sup>13</sup> In addition to providing cheap electricity, the Niagara Power Project led to the development of transportation improvements, parks, and public recreation facilities that made the area even more attractive to suburbanites. New residents were also attracted to Lewiston by the opening of the Earl W. Brydges Artpark State Park, which gave artists spaces to create sculptures and land art projects and later offered a venue for musical performances. Currently, the village of Lewiston is a significant population center on the Niagara frontier and is well known for its historic downtown, nearby country club, and annual music and art festivals.

The Frontier House continued to house travelers from 1824 into the mid-twentieth century, attesting to the dominance of the tourist industry in Lewiston throughout this time. The Frontier House exemplifies the high quality of architecture that characterizes the commercial core of the village along Center Street, which is still a picturesque small town tourist destination dotted with residential buildings to the north and south. Located on prestigious Center Street, the Federal style inn architecturally demonstrates the social prominence and economic success of its original founders as well as the clientele the business attracted. Designed to provide a comfortable refuge for visitors to Lewiston, the building served as the core destination in the village for many travelers, effectively serving as the touchstone representing Lewiston to those unfamiliar with the area. In this sense, the Frontier House provides an architecturally significant example of the social history and commercial context that characterize the village of Lewiston as it evolved during the nineteenth and twentieth centuries.

**The Frontier House, 1824-1963**

The Frontier House at 460 Center Street is significant as a National Register-listed building for its architectural and social contribution to the history of Lewiston as it developed during the nineteenth and twentieth centuries. Originally designed, owned and operated as an inn for travelers as an integral business in Lewiston's budding tourist economy, the Frontier House remained an inn accommodating guests until 1963.

Together, three local entrepreneurs invested in the construction of the building, recognizing the blooming tourist industry in its early stages. Benjamin Barton, of the Porter, Barton, and Company, as well as his sons James and Samuel teamed with local merchant Joshua Fairbank to establish the Frontier

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<sup>13</sup> Kennedy, 8.28.

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House business and pay for the construction of the building. Construction began in 1824, and the building's walls were shaped with stone from the Bay of Quinty in Canada by eighteen men over approximately eighteen months.<sup>14</sup> The irregularly cut stone was on display on the primary façade facing Center Street to the south, and some accounts suggest that the other three exterior walls were clad in stucco.<sup>15</sup> Sapling tree trunks, varying in diameter from five to seven inches, were used in the rafters supporting the roof, some of which still have the bark in some places today. The primary elevation featured a full width first story porch with Doric wood columns and a central entrance with fanlight in the Federal style.

When the building was completed, the Frontier House opened for guests in 1826. The building contained offices and a dining room on the first floor, guestrooms and a ballroom on the east side of the second floor, and fourteen bedrooms on the third floor. Over ten fireplaces were located throughout the building, in the ballroom and in several guestrooms.

The offices were utilized by the Bartons, which were used to run the inn as well as a separate agency established by Benjamin and James Barton, who secured a stagecoach business, the Barton Line, which operated from the Frontier House as its base.<sup>16</sup> As Lucy Hawes, a Lewiston historian in 1880, described, "These stage coaches drew up to the door of the Frontier House with the driver blowing his horn and the horses on a gallop. The passengers would enter and enjoy the hospitality of the proprietors and partake of a fine dinner."<sup>17</sup> This was a convenient location to combine these two businesses, as many guests would also take up rooms at the Frontier House. As one local historian noted, "Those who were tired of sleeping in their covered wagons and longed for a good bed and could afford the \$2.50 per week became guests of the Frontier House until their turn came to be ferried across the river."<sup>18</sup> During the first few decades, horses were boarded for guests at 25 cents per day, and liquor was available for 13 cents a quart or 6 cents a pint.<sup>19</sup>

The first floor dining room was used for guests and locals alike, run by restaurant manager George W. Rector into the 1840s.<sup>20</sup> Rector was a successful restaurateur in his own right, running the Frontier House restaurant until he moved east to Lockport to manage two other hotels.<sup>21</sup> At the Frontier House,

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<sup>14</sup> Clarence O Lewis, "Village Hotel Built in 1823," *Niagara Falls Gazette* (June 18, 1969), 52.

<sup>15</sup> Clarence O. Lewis, "New Owners to Restore Historic Frontier House," *Lockport Union-Sun & Journal* (June 21, 1963), 3. This article also states that at this time some of the original stucco was still visible on the walls.

<sup>16</sup> Clarence O Lewis, "Village Hotel Built in 1823," *Niagara Falls Gazette* (June 18, 1969), 52.

<sup>17</sup> Clarence O Lewis, "Early Settlers Demanded Mail Delivery on Sundays," *Lockport Union Sun and Journal* (July 1 1964), 23.

<sup>18</sup> Clarence O. Lewis, "Historians Seek to Save Lewiston Frontier House," *Lockport Union-Sun & Journal* (October 19, 1961), 8.

<sup>19</sup> Clarence O. Lewis, "Historians Seek to Save Lewiston Frontier House," *Lockport Union-Sun & Journal* (October 19, 1961), 8.

<sup>20</sup> Brooke, 8.4.

<sup>21</sup> His son Charles Rector opened a successful restaurant in Chicago and in NY, where Charles' son George became a celebrity chef in early twentieth century America.

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“good liquors and bountiful tables were the rule.”<sup>22</sup> The spacious second story ballroom hosted “famous balls...thronged with the beauty and fashion of the day.”<sup>23</sup>

The Frontier House immediately attracted elite guests, and within a decade it was well known as one of the best, if not the best, accommodations in the western frontier. In 1833, for instance, one traveler reported the Frontier House was ‘a very good building’ amidst a village of ‘very ordinary ones.’<sup>24</sup> One of the earliest distinguished guests was Governor DeWitt Clinton, who likely stayed at the Frontier House on October 24, 1825 as he was passing through Lewiston by stage coach on his way to the opening ceremonies of the Erie Canal terminus in Buffalo.<sup>25</sup> Daniel Webster, too, stayed at the Frontier House at least once, if not more often, during the late 1820s. The congressman and prominent attorney regularly conducted business on Grand Island as a stockholder in the Boston Lumber Co. as well as providing legal work for the general manager Stephen White, who had a house on Tonawanda Island, between 1825-1850. Webster likely stayed at the Frontier House to rest before continuing onward to Grand Island via stagecoach. He also visited Lewiston in 1850 when the first Lewiston Suspension Bridge was being built, and very likely stayed at the Frontier House during that time.<sup>26</sup> Other guests included the English actress Fanny Kemble in 1833, senator Henry Clay in 1839, author Charles Dickens in 1841, Swedish opera singer Jenny Lind in 1851, and Prince Edward of England (later King Edward VII) in 1861.<sup>27</sup> Later in the nineteenth century, William T. Love boarded there from 1892-1897, as he was in town promoting his utopian Model City plan.<sup>28</sup>

The building passed to new management in the 1840s, as Benjamin Barton died in 1842. Some renovations were conducted around 1841, as one newspaper stated, “the Frontier House under the new management of Captain Joseph Whitney has been renovated throughout and presents a greatly improved appearance.”<sup>29</sup> Although there is no detailed evidence as to the exact specifications of these renovations, it may have been the purchase of new furniture, painting, or perhaps the updated window trim evident in the second floor ballroom. In 1844, the Frontier House again passed into new management. At this time, Caleb Raymond purchased and ran the Frontier House, establishing a new legacy of ownership and management. For the next 118 years, the Raymond family owned and ran the Frontier House, creating a sense of stability in the business and building as it anchored the Lewiston community through the nineteenth and into the twentieth century.

The Frontier House also served as a historically significant gathering site for the Freemasons. From 1849-1854, the newly organized Lewiston Frontier Lodge no. 132 Free and Accepted Masons used the attic floor for their meetings on the first and third Wednesdays of each month. During this time, one

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<sup>22</sup> Clarence O Lewis, “Early Settlers Demanded Mail Delivery on Sundays,” 23.

<sup>23</sup> Clarence O Lewis, “Early Settlers Demanded Mail Delivery on Sundays,” 23.

<sup>24</sup> O. William Shelgren, Jr. HABS Survey in Western New York, 1966, 18.

<sup>25</sup> Clarence O Lewis, “Early Settlers Demanded Mail Delivery on Sundays,” 23.

<sup>26</sup> Clarence O Lewis, “Early Settlers Demanded Mail Delivery on Sundays,” 23.

<sup>27</sup> Clarence O Lewis, “Early Settlers Demanded Mail Delivery on Sundays,” 23.

<sup>28</sup> Clarence O. Lewis, “New Owners to Restore Historic Frontier House,” 3.

<sup>29</sup> *Democrat and Balance* (May 5 1841) quoted in Lewis, “Early Settlers...,”

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frustrated member, William Morgan, allegedly threatened to write a book revealing Masonic secrets, shortly before he disappeared. Local rumors suspect that he may have been killed and/or buried within the walls of the Frontier House, although there is no known evidence of this.<sup>30</sup> The meetings did occur however, for several years in the attic space of the building above the guestrooms, accessed by a narrow stairwell towards the rear of the building on the third floor. These meetings ended in 1854, when they moved their meeting location to Niagara Falls for financial reasons.

Guest rates at the Frontier House continued to rise as the inn remained popular and designed to attract middle and upper class visitors into the early twentieth century. In 1890, room and meals cost \$5, or slightly more to stay in one of the rooms with a fireplace.<sup>31</sup> By 1900, room and board cost \$6 a week, with dinners costing 50 cents and the additional ability to purchase hay for guest horses for 75 cents.<sup>32</sup> During this time, the Frontier House had passed onto the next generation of the Caleb Raymond family. From about 1908-1938, Marietta Raymond owned and managed the frontier House, along with her daughter Mary. The Raymond family continued to own the building, but eventually leased the business to George J Thomas and William Robinson, who managed the Frontier House from 1953-1960. During the economic boom in Niagara Falls that occurred in the 1950s, about 11,000 newcomers moved to the area to work in local factories. The Frontier House accommodated many of these workers, renting its rooms to sleep three in a room for each eight hour shift due to the growing demand for housing. This reflected a significant shift for the business, which had historically catered to a middle or upper class clientele seeking a more luxurious experience. As economic conditions and settlement patterns shifted, the Frontier House faced financial struggles and closed in 1960.

By 1961, the Frontier House was vacant and in disrepair, under threat of demolition until local historians managed to rally support. In 1963, the building was purchased by James Russell Smith, a building contractor who, along with his wife, intended to reopen the Frontier House as a restaurant, bar and history museum. They purchased the building for \$60,000 and conducted a \$350,000 rehabilitation of the building. This work included \$15,000 in basic repairs, and about \$125,000 in remodeling and furnishing. At this time repairs included a new roof, underground cables for electricity, a new sprinkler system, new wall insulation, and tiled washrooms with electric blowers. The exterior may have been sandblasted at that time, and shutters were added to the windows with an ornamental railing on the front to 'enhance' its appearance.<sup>33</sup> The basement housed a new banquet room, service kitchen, washroom and entrance, and the first floor contained a bar and two dining rooms divided by a removable partition, adjacent to the rear kitchen with acoustical tile ceilings. The second floor contained exhibits in the former ballroom, bedrooms and library room, with offices, locker rooms and restrooms at

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<sup>30</sup> Brooke, 8.2

<sup>31</sup> Clarence O Lewis, "Old Lewiston Bridge, Cholera Fear Recalled," *Lockport Union-Sun & Journal* (October 26, 1961), 8.

<sup>32</sup> Registers consulted for Clarence O. Lewis, "New Owners to Restore Historic Frontier House," 3.

<sup>33</sup> Doug Spencer, "Old Frontier House to Be Opened," *Niagara Falls Gazette* (November 18, 1963), 15.

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the rear. Additional exhibits were located in the former guest rooms on the third floor. The newly rehabilitated Frontier House opened on June 14, 1964 to much acclaim.

In 1966, a Historic American Buildings Survey (HABS) of the building was conducted, and in 1967 a New York State Historic Trust Statewide survey was conducted. A few years later in 1969, William McDonald, a local attorney became the principal owner of the Frontier House, which continued to function as a restaurant and exhibit space. In September 1973, a large fire began in the kitchen, resulting in the rescue of the manager and chef. The fire was mostly confined to the east side of the first floor, damaging the kitchen and dining room, where mantles were burned and removed, and later replicated. Widespread water damage also occurred, particularly on the first and second floors, as a result of the fire. William McDonald moved quickly to rehabilitate the interior, and many interior features survived the fire entirely. In 1975, the Frontier House was leased to the McDonald's food chain, who operated the building as a McDonald's fast food restaurant on the ground floor until 2004. The building remains vacant today.

**Notable Figures**

*The Barton Family*

Benjamin Barton (1770-1842) was born in Sussex County, NJ and moved to Lewiston in the early 1800s with his family, including his sons Samuel and James. For twenty years prior to the construction of the Frontier House, the Bartons had been in partnership with Augustus and Peter Porter of Niagara Falls in the well-known Porter, Barton and Company. This firm under special lease obtained in 1805 from the State to re-open the American portage around Niagara Falls. Much of the commercial activity along the Niagara Frontier was dependent on this portage during the first quarter of the nineteenth century. Porter, Barton and Company had large warehouses at Lewiston and also operated vessels on both Lake Erie and Lake Ontario. The portage monopoly was threatened by the opening of the Erie Canal in the 1820s, and the Frontier House is thought to have been an example of the Barton brothers' efforts to diversify their investments.

Benjamin Barton was also directly involved in the governance of Lewiston during an early phase of settlement, acting as town supervisor from 1819-1825, during which time he also opened the Frontier House. He and his sons James and Samuel not only owned the Frontier House, but also operated a stagecoach company from inside its first floor offices. After having greatly impacted the establishment of Lewiston during the early 1800s in multiple ways, Benjamin Barton died in 1842, at which time the Frontier House was sold to the Raymond family.

**Summary**

The Frontier House at 460 Center Street represents a significant contribution to history of Lewiston as it evolved as a major settlement in the Niagara Frontier from the nineteenth century into a bustling town popular with tourists in the twentieth century. Constructed in 1824 of stone quarried from Canada, the



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building exemplifies the high quality of architectural design that intended to attract upper and middle class travelers to the area, indicative of an inn in early nineteenth century America. This building exhibits architectural elements that exemplify many of the characteristic design traits of the Federal style, including a symmetrical massing with a central entry with fanlight, porch with round fluted wood Doric columns, and flat brick arches over double hung wood sash windows. The residence has already been listed on the National Register of Historic Places for its significant architectural design and social history, which is emblematic of the broader socioeconomic context and settlement patterns that led to its construction in 1824 and its function as an inn into the mid-twentieth century.

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Additional Information

Historic Images

Exterior of Frontier House, c.1895



Orrin E. Dunlap Collection  
Niagara Falls Public Library  
Local History Department  
Niagara Falls, New York

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Exterior, c.1910



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Exterior, undated, c.1915

Courtesy of Niagara Falls Public Library

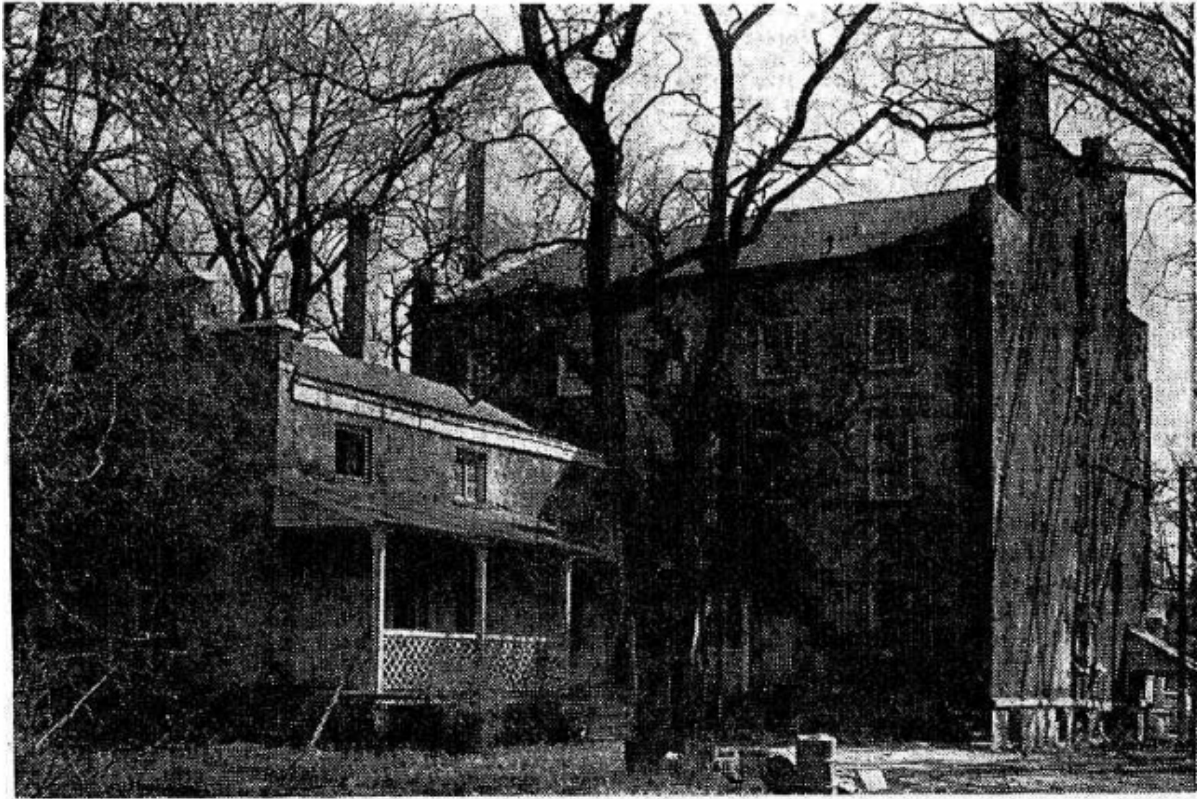


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Exterior of rear and rear porch, 1962



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Frontier House during its time as a McDonalds, c.1985





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*1829 Burr Map of Lewiston.*

This does not provide detailed architectural information, but it does illustrate that several buildings were constructed in Lewiston, especially along Center Street at this time. The Frontier House, built in 1824, was among them.



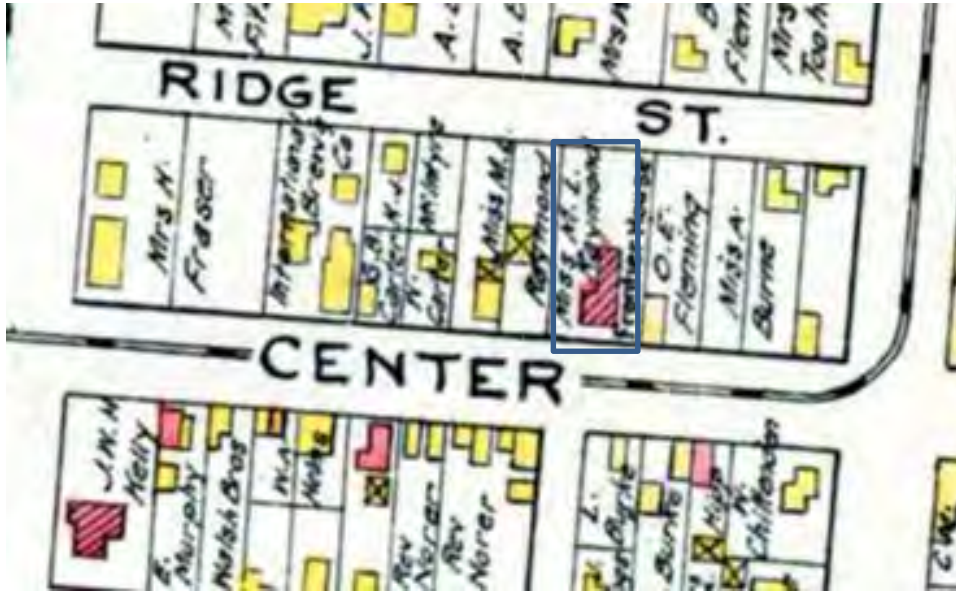
*New Century Map Company, 1908*

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The Frontier House is outlined in blue.



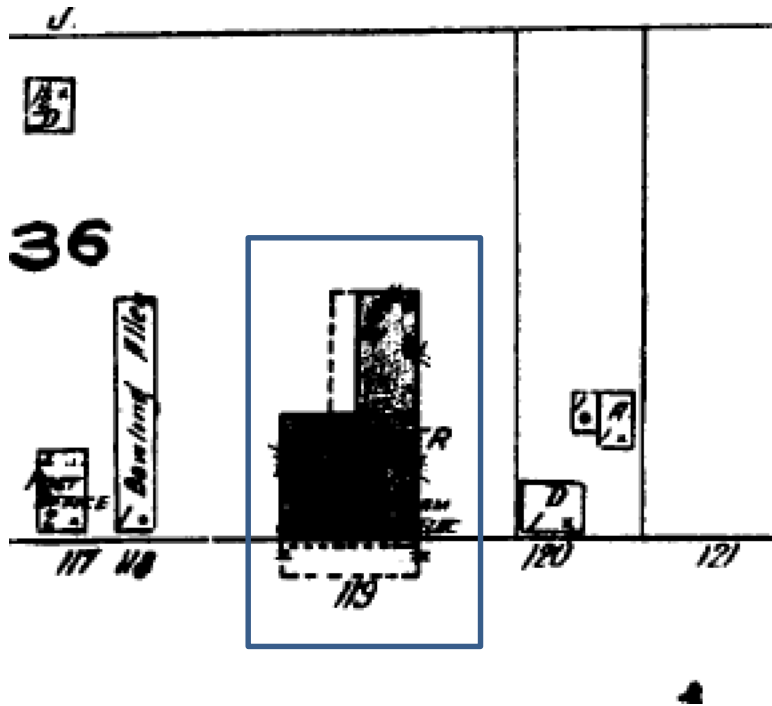
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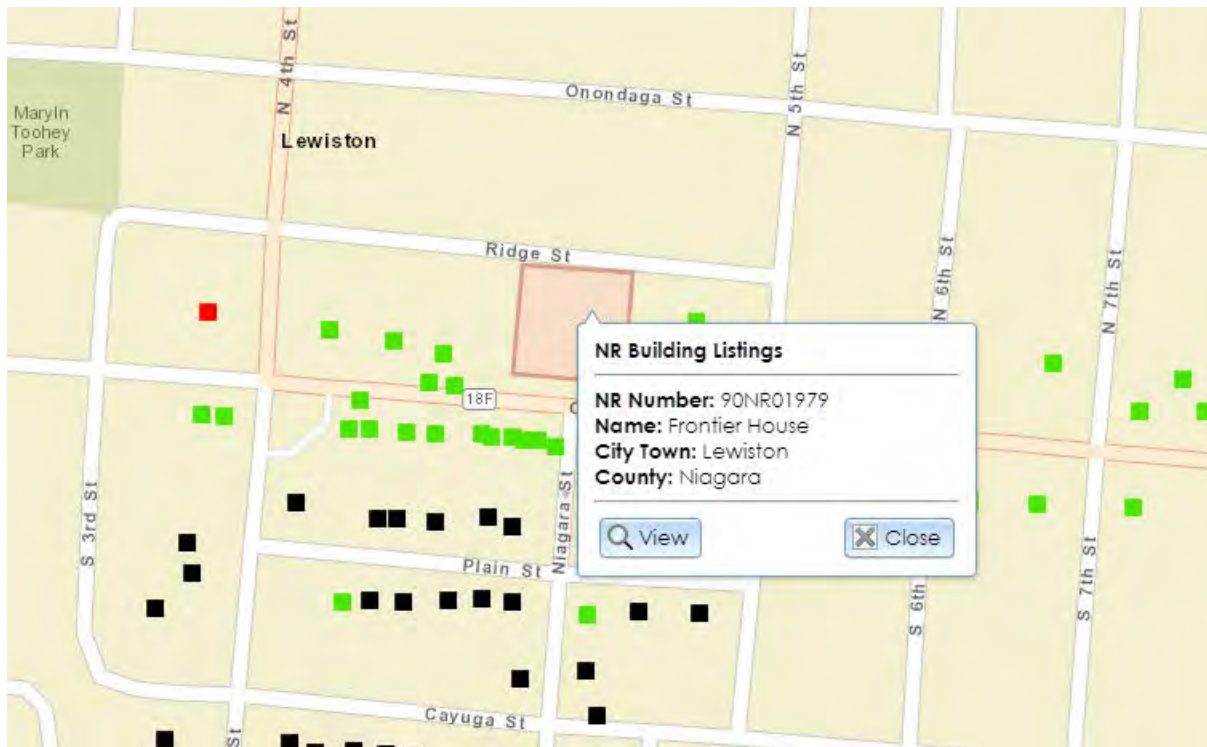
Sanborn Fire Insurance Map, 1923, Sheet 2

The property is outlined in blue.









FRONTIER HOUSE (source: New York State Cultural Resource Information System)

**Photo E1 460 Center St, Frontier House  
Part 1**

Looking north at primary, south elevation across Center Street. Note symmetrical five bays wide elevation with rough hewn stone exterior walls and full width front porch with wood columns.

Photo Date: 2/24/2020

**Photo E2 460 Center St, Frontier House  
Part 1**

Looking northwest at southeast corner of elevation. Note parapet rising above side gable roofline at east end. Also note stone foundation visible behind concrete.

Photo Date: 2/24/2020

**Photo E3 460 Center St, Frontier House  
Part 1**

Looking southwest at east elevation from near northeast corner of building. Note building consists of a three-story portion to the south and a one-and-a-half portion to the north.

Photo Date: 2/24/2020

**Photo E4 460 Center St, Frontier House  
Part 1**

Looking south at rear of building, north elevation. Note former porch stone pier foundation is still visible on the west side of the one-and-a-half story portion.

Photo Date: 2/24/2020

**Photo E5 460 Center St, Frontier House  
Part 1**

Looking east at west elevation of building. Note west elevation of three-story portion contains only one bay of windows on each floor, placed centrally between parapets.

Photo Date: 2/24/2020

**Photo E6 460 Center St, Frontier House  
Part 1**

Looking northeast across Center Street at southwest corner of building, south and west elevations visible.

Photo Date: 2/24/2020

**Photo E7 460 Center St, Frontier House  
Part 1**

Detail of fenestration on east elevation. Note original wood sash windows on all upper floors, replacement window on first floor, all set within stone sills and flat brick arches.

Photo Date: 2/24/2020

**Photo E8 460 Center St, Frontier House  
Part 1**

Detail of primary entrance on south elevation. Note double wood doors with lights, entablature and fanlight. Also note fluted round wood Doric columns on porch.

Photo Date: 2/24/2020

**Photo 1.1 460 Center St, Frontier House  
Part 1**

Looking south at primary entrance and vestibule with 10 light wood transom. Note non-historic tile floor is consistent throughout first floor and likely added during the McDonald's era in the late twentieth century.

Photo Date: 2/24/2020

**Photo 1.2 460 Center St, Frontier House  
Part 1**

Looking north from primary entrance into central corridor. Note stairs leading to basement, and opening in ceiling indicates where stairs to second floor were once located.

Photo Date: 2/24/2020

**Photo 1.3 460 Center St, Frontier House  
Part 1**

Looking southwest in first floor dining room, with two interconnected rooms located on west side of primary corridor. Note wood baseboard and trim, wood fireplace mantels.

Photo Date: 2/24/2020

**Photo 1.4 460 Center St, Frontier House  
Part 1**

Looking northwest into dining room on west side of primary corridor on first floor. Note window are recessed within original wood surrounds and casing.

Photo Date: 2/24/2020

**Photo 1.5 460 Center St, Frontier House  
Part 1**

Looking south into dining room on first floor.

Photo Date: 2/24/2020

**Photo 1.6 460 Center St, Frontier House  
Part 1**

Looking into dining room from primary corridor, at southwest corner of first floor.

Photo Date: 2/24/2020

**Photo 1.7 460 Center St, Frontier House  
Part 1**

Looking south on east side of first floor into interconnected dining room. Partial height wall with spindles is non-historic, from late twentieth century, but original opening remains.

Photo Date: 2/24/2020

**Photo 1.8 460 Center St, Frontier House  
Part 1**

Looking south from kitchen, in one-and-a-half story portion, towards dining rooms on east side of first floor, located in three-story portion of building. Note non-historic tile floor and walls were likely added during late twentieth century.

Photo Date: 2/24/2020

**Photo 1.9 460 Center St, Frontier House  
Part 1**

Looking south at detail of original recessed window opening with fluted wood trim on first floor.

Photo Date: 2/24/2020



**Photo 2.1 460 Center St, Frontier House  
Part 1**

Looking north in primary corridor on second floor. Stairwell leads to third floor. Note wood baseboard and floors in corridor, consistent throughout second floor.

Photo Date: 2/24/2020

**Photo 2.2 460 Center St, Frontier House  
Part 1**

Looking south into former ballroom on second floor. Note recessed window openings with paneled wood bases match those on floor below.

Photo Date: 2/24/2020

**Photo 2.3 460 Center St, Frontier House  
Part 1**

Looking northeast into former ballroom. Note fluted doorway trim with circular corner motifs is more elaborate than in other locations.

Photo Date: 2/24/2020

**Photo 2.4 460 Center St, Frontier House  
Part 1**

Looking at detail of fluted trim surrounding recessed 6-over-6 double hung wood sash window on north wall of former ballroom, second floor.

Photo Date: 2/24/2020

**Photo 2.5 460 Center St, Frontier House  
Part 1**

Looking south into former bathroom on second floor.

Photo Date: 2/24/2020

**Photo 2.6 460 Center St, Frontier House  
Part 1**

Looking southwest into southwest corner guest room on second floor. Note wood baseboard, simple wood fireplace mantel.

Photo Date: 2/24/2020

**Photo 2.7 460 Center St, Frontier House  
Part 1**

Looking southwest in sub-corridor running east-west with access to guestrooms.

Photo Date: 2/24/2020

**Photo 2.8 460 Center St, Frontier House  
Part 1**

Looking into former guestroom at center of west end of second floor. Note doorway trim with circular corner motifs.

Photo Date: 2/24/2020

**Photo 2.9 460 Center St, Frontier House  
Part 1**

Looking west in guestroom at northwest corner of building. Note wood baseboard, fireplace mantle.

Photo Date: 2/24/2020

**Photo 2.10 460 Center St, Frontier House  
Part 1**

Detail of fireplace mantel, brick surrounds in northwest guestroom, second floor.

Photo Date: 2/24/2020

**Photo 2.11 460 Center St, Frontier House  
Part 1**

Looking northeast in southwest guest room, second floor. Primary north-south corridor to the east.

Photo Date: 2/24/2020

**Photo 2.16 460 Center St, Frontier House  
Part 1**

Looking at detail of twin wood newel posts remaining at base of primary stairwell.

Photo Date: 2/24/2020

**Photo 2.12 460 Center St, Frontier House  
Part 1**

Looking at windows on north wall of northwest guest room. Note 6-over-6 double hung wood sash in original recessed surrounds with wood sill and stool.

Photo Date: 2/24/2020

**Photo 2.13 460 Center St, Frontier House  
Part 1**

Looking southwest at juncture between primary north-south corridor and east-west sub corridor. Note trim for sub-corridor rises to ceiling height.

Photo Date: 2/24/2020

**Photo 2.14 460 Center St, Frontier House  
Part 1**

Looking south into guestroom at central south end of second floor.

Photo Date: 2/24/2020

**Photo 2.15 460 Center St, Frontier House  
Part 1**

Looking north into storage space above kitchen, which is the upper level of the one-and-a-half story portion of the building.

Photo Date: 2/24/2020

**Photo 3.1 460 Center St, Frontier House  
Part 1**

Looking southeast at third floor landing of primary stairwell. Note twin newel posts, wood handrail and spindles may give indication of original conditions in other locations.

Photo Date: 2/24/2020

**Photo 3.2 460 Center St, Frontier House  
Part 1**

Looking down primary stairwell from first floor landing. Note wood treads and risers, wood baseboard.

Photo Date: 2/24/2020

**Photo 3.3 460 Center St, Frontier House  
Part 1**

Looking east from stairwell landing on third floor. Note 6-over-3 double hung wood sash window in original recessed surround on north wall.

Photo Date: 2/24/2020

**Photo 3.4 460 Center St, Frontier House  
Part 1**

Looking south into typical guest room on third floor.

Photo Date: 2/24/2020

**Photo 3.5 460 Center St, Frontier House  
Part 1**

Looking east into sub-corridor running east to provide access to guestrooms from primary north-south corridor.

Photo Date: 2/24/2020

**Photo 3.6 460 Center St, Frontier House  
Part 1**

Looking northeast into guestroom at northeast corner of third floor. Note simple wood fireplace mantel matches other examples on the floor below.

Photo Date: 2/24/2020

**Photo 3.7 460 Center St, Frontier House  
Part 1**

Looking southwest at juncture between primary corridor and sub-corridor accessing additional guestrooms to the west.

Photo Date: 2/24/2020

**Photo 3.8 460 Center St, Frontier House  
Part 1**

Looking southeast into southeast guest room on third floor. Fireplace mantel appears in same location as on floor below.

Photo Date: 2/24/2020

**Photo 3.9 460 Center St, Frontier House  
Part 1**

Looking into guestroom on south side of third floor.

Photo Date: 2/24/2020

**Photo 3.10 460 Center St, Frontier House  
Part 1**

Looking south into former guestroom on south side of third floor. Note original baseboard, floors, window and window casing.

Photo Date: 2/24/2020

**Photo 3.11 460 Center St, Frontier House  
Part 1**

Looking south into former bathroom on south side of third floor.

Photo Date: 2/24/2020

**Photo 3.12 460 Center St, Frontier House  
Part 1**

Looking southwest into southwest corner guestroom on third floor.

Photo Date: 2/24/2020

**Photo 3.13 460 Center St, Frontier House  
Part 1**

Looking into central guestroom on west side of third floor. Note damage to floor.

Photo Date: 2/24/2020

**Photo 3.14 460 Center St, Frontier House  
Part 1**

Looking northwest into guestroom at northwest corner of third floor. Note wood fireplace mantel, wood baseboards, original window.

Photo Date: 2/24/2020

**Photo 3.15 460 Center St, Frontier House  
Part 1**

Looking northeast in northwest corner guest room. Primary corridor through doorway to the east.

Photo Date: 2/24/2020

**Photo 4.1 460 Center St, Frontier House  
Part 1**

Looking east into attic space. Note exposed floor and ceiling beneath plaster.

Photo Date: 2/24/2020

**Photo 4.2 460 Center St, Frontier House  
Part 1**

Detail of timber beams with bark on ceiling.

Photo Date: 2/24/2020

**Photo 4.3 460 Center St, Frontier House  
Part 1**

Detail of timber beams with bark on ceiling in attic.

Photo Date: 2/24/2020

**Photo 4.4 460 Center St, Frontier House  
Part 1**

Detail of 2-over-2 double hung wood sash oval window on west wall of attic.

Photo Date: 2/24/2020

**Photo 4.5 460 Center St, Frontier House  
Part 1**

Detail of attic landing for secondary stairwell at west end of building.

Photo Date: 2/24/2020

**Photo B.1 460 Center St, Frontier House  
Part 1**

View looking south in basement, with primary stairwell to the east. Note stone walls.

Photo Date: 2/24/2020

**Photo B.2 460 Center St, Frontier House  
Part 1**

Looking north on east side of basement. Note metal support, tile floor, exposed stone wall.

Photo Date: 2/24/2020

**Photo B.3 460 Center St, Frontier House  
Part 1**

Detail of recessed wood sash windows with wood sills on east wall of basement.

Photo Date: 2/24/2020

**Photo B.4 460 Center St, Frontier House  
Part 1**

Looking at stone wall and partitioned storage, acoustical tile drop ceiling near northwest corner of basement.

Photo Date: 2/24/2020

**Photo B.5 460 Center St, Frontier House  
Part 1**

Looking at detail of recessed wood sash windows on west wall of basement, wood sills.

Photo Date: 2/24/2020

**Photo B.6 460 Center St, Frontier House  
Part 1**

Looking at secondary entrance in basement, south end of west wall.

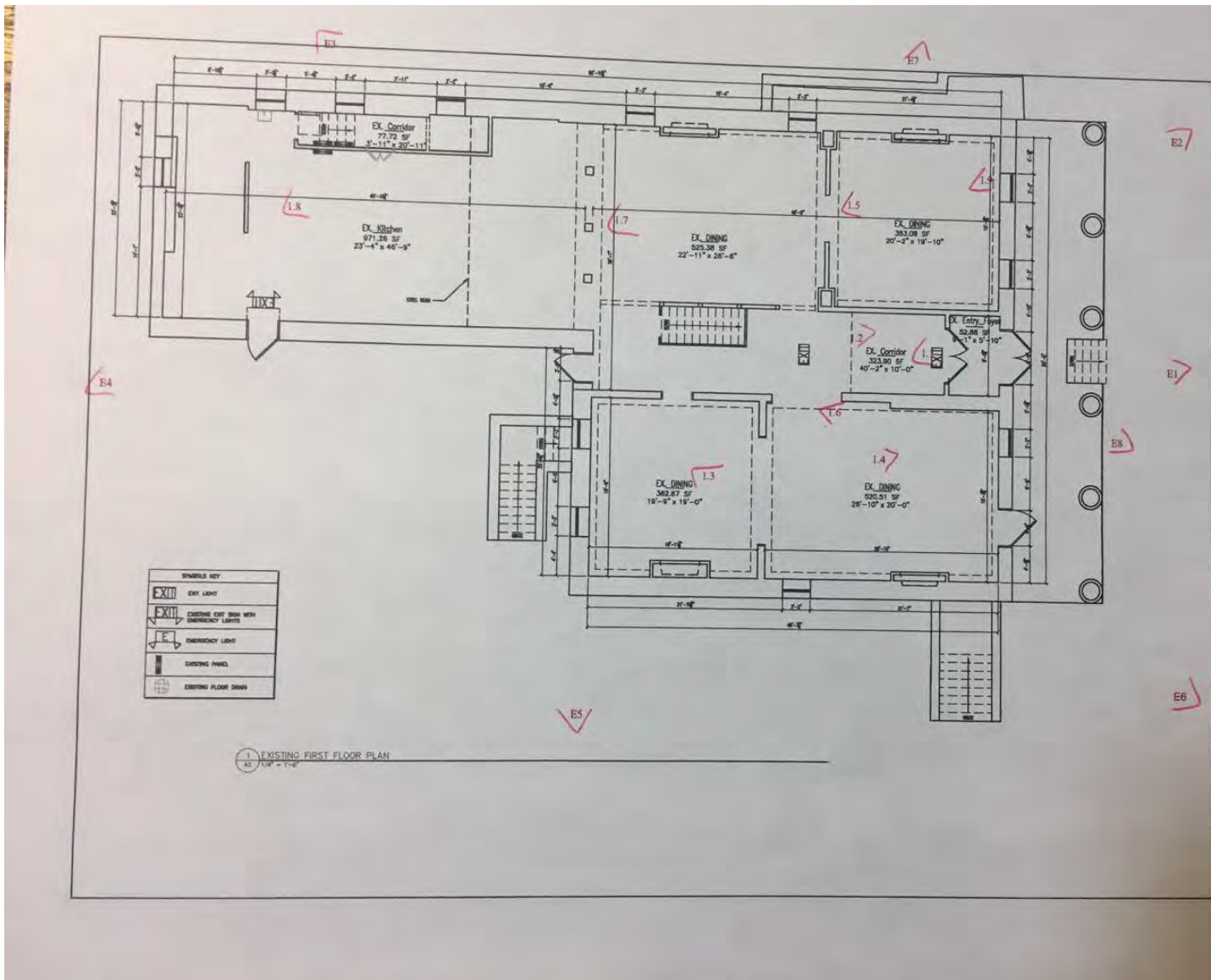
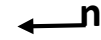
Photo Date: 2/24/2020

**Photo B.7 460 Center St, Frontier House  
Part 1**

Looking north at secondary entrance to basement, north wall. May have been added in 1960s.

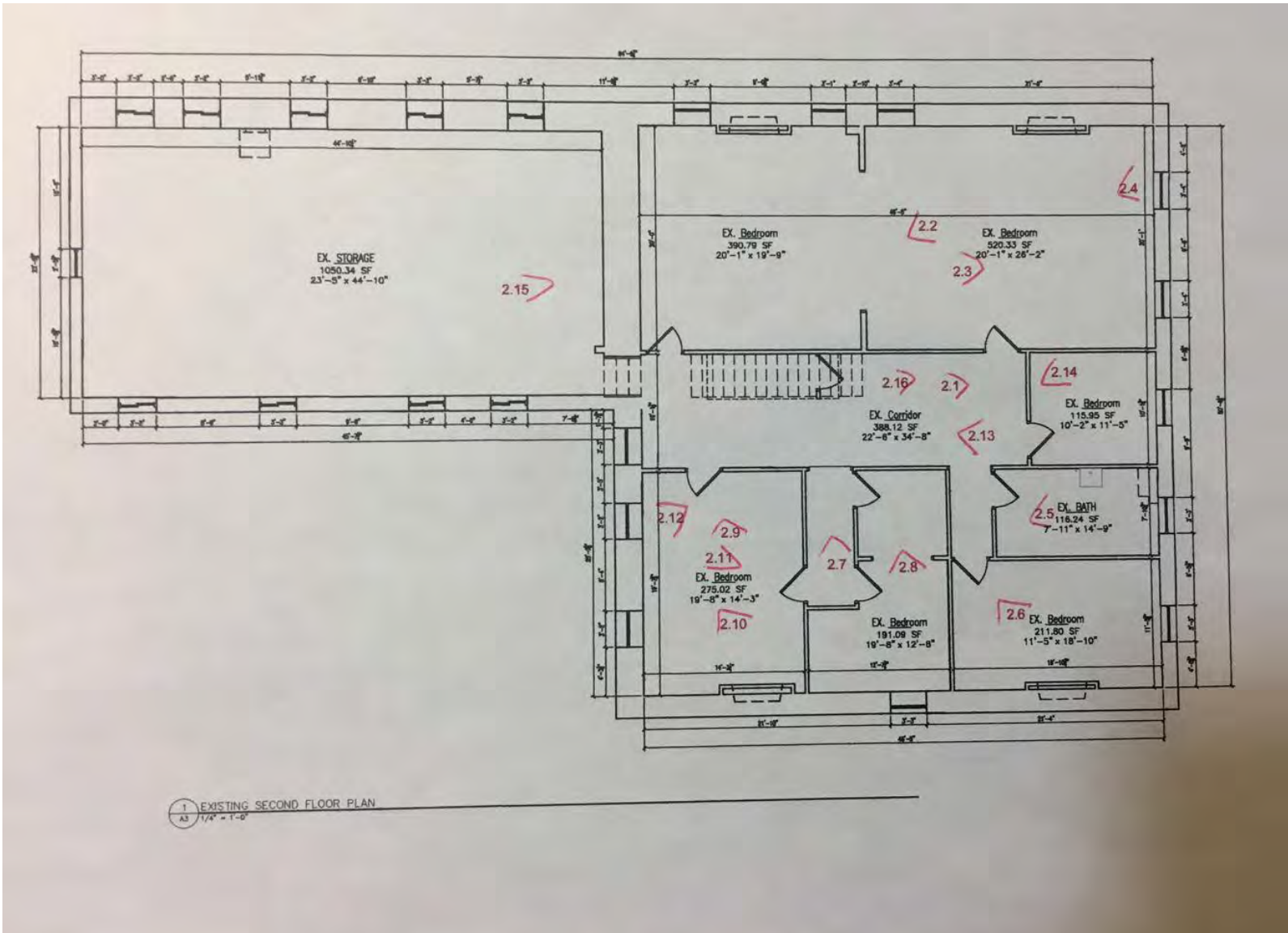
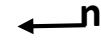
Photo Date: 2/24/2020

# FRONTIER HOUSE (460 Center St) PART 1 PHOTO ANGLES



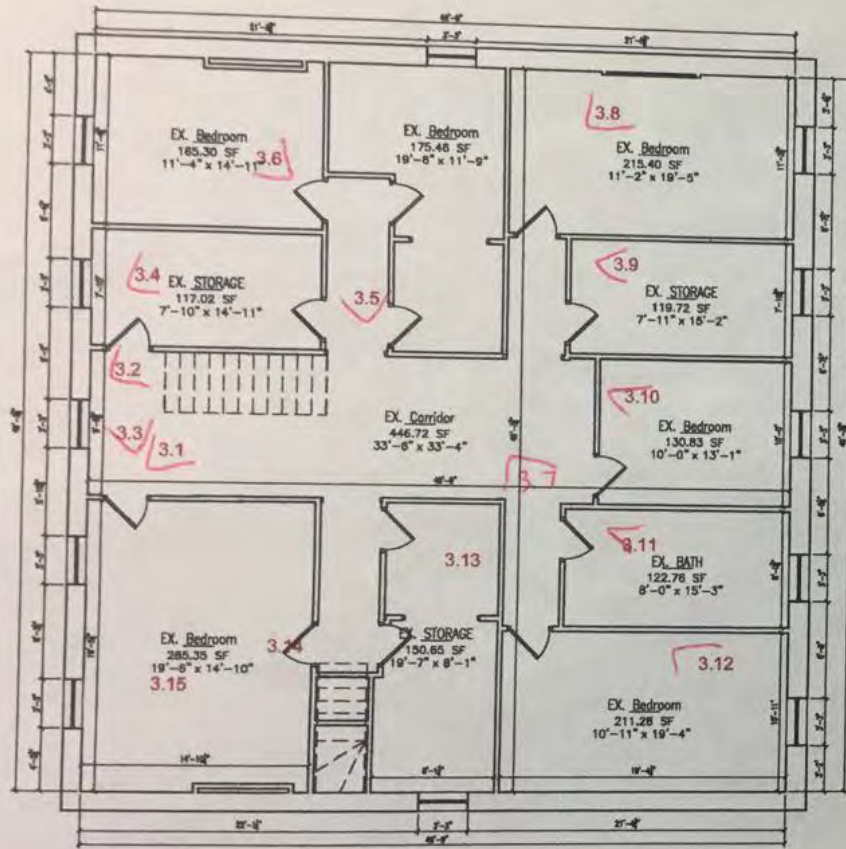
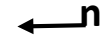
Exterior and Floor 1

# FRONTIER HOUSE (460 Center St) PART 1 PHOTO ANGLES

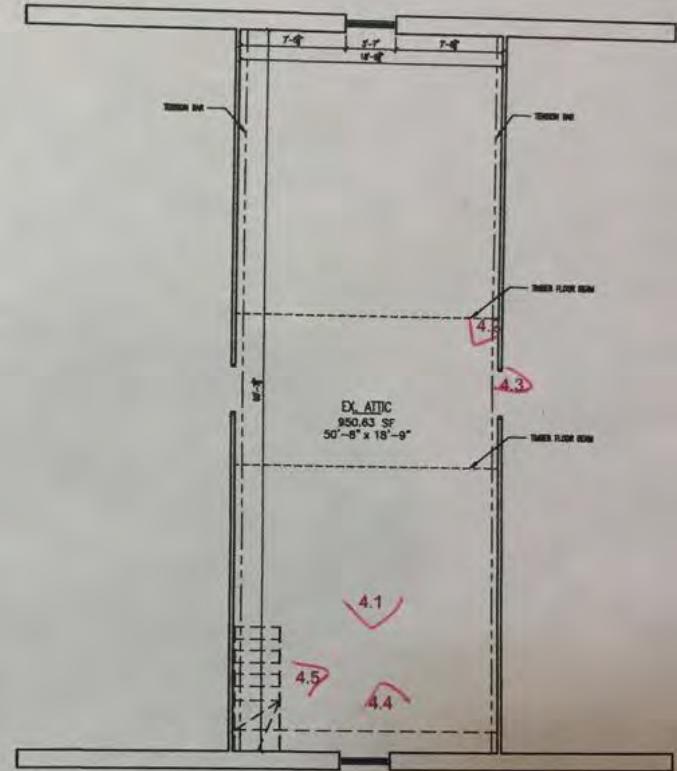


2<sup>nd</sup> Floor

# FRONTIER HOUSE (460 Center St) PART 1 PHOTO ANGLES



1 EXISTING THIRD FLOOR PLAN  
A4 1/4" = 1'-0"

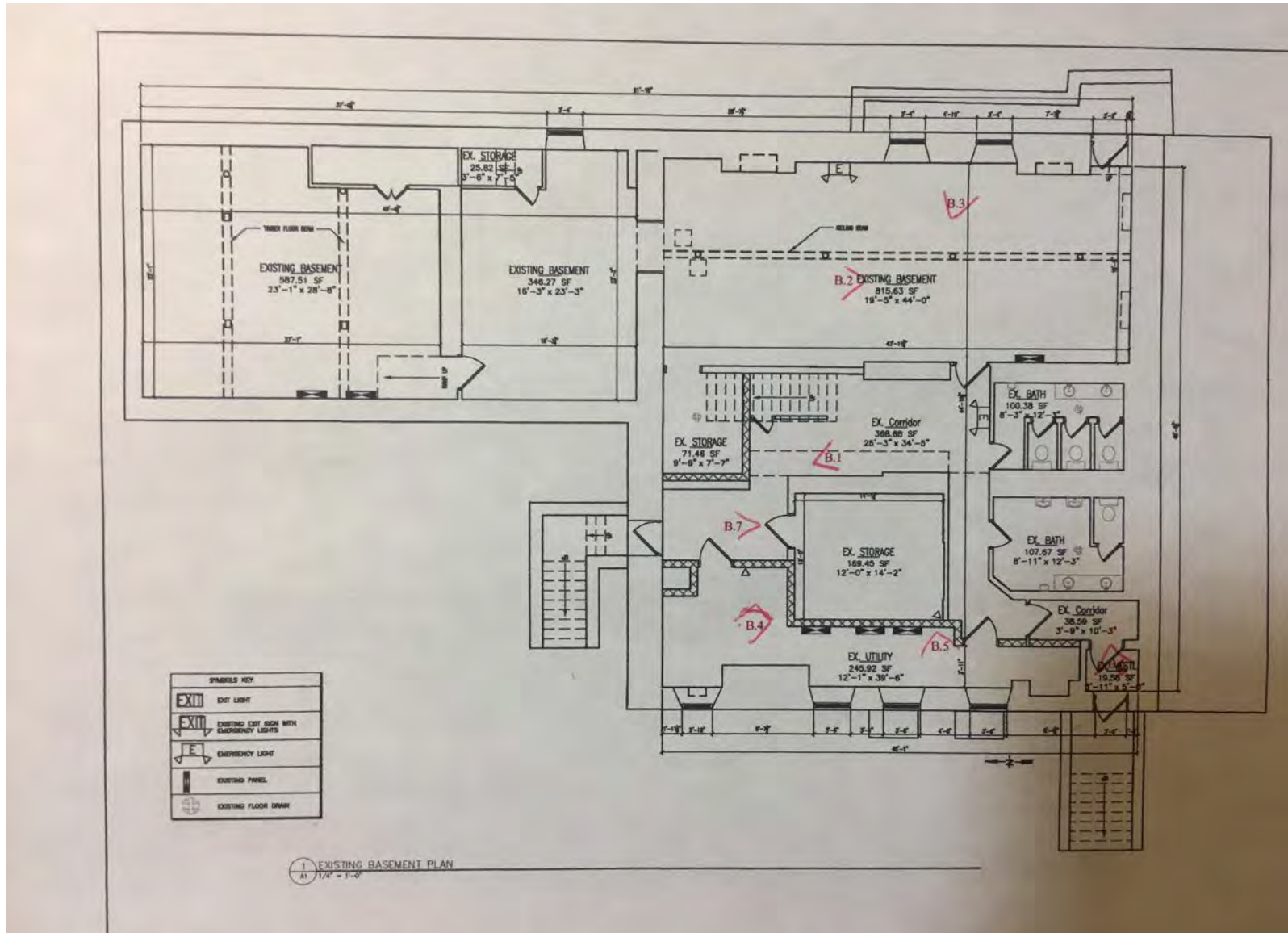


2 EXISTING ATTIC PLAN  
A4 1/4" = 1'-0"

3<sup>rd</sup> Floor and Attic



# FRONTIER HOUSE (460 Center St) PART 1 PHOTO ANGLES



Basement

**7.3**

**CALF**

**DEVELOPMENT**

**ASSOCIATES, LLC**

**PROJECT SUMMARY**  
**CALF Development Associates LLC**



<b>Applicant:</b>	CALF Development Associates, LLC	
<b>Project Location:</b>	5274 Junction Rd. Cambria, NY 14094	
<b>Assistance:</b>	15 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>Trek, Inc. has been leasing space at 160 Washburn Street in the City of Lockport since 2014. As operations have grown the existing space has become limiting based on 32,000 square feet of space per floor, meaning the only expansion opportunities are vertical (which is impractical), the small loading dock, an antiquated freight elevator, the column spacing that accompanies older manufacturing facilities and impedes workflow, and limited parking in the area.</p> <p>Now that Advanced Energy has acquired Trek, the company wants to establish a base of production in the northeast, and the Cambria site could potentially be that base. The new 110,000 square foot facility could accommodate existing operations and the short-term growth. Additionally, the site allows for another 100,000 of expansion to accommodate mid to long-range needs. New construction is a requirement, and the Cambria site is the closest and best available option to maintain the existing employment base while allowing the company to grow at a much greater rate.</p> <p>The newly constructed Cambria site would be a light manufacturing and warehouse facility. The manufacturing lines at site include electrostatic detection and measurement solutions for semiconductor, aerospace, automotive, medical, defense, PV solar, test and measurement applications. The site would retain the 205 existing jobs that are currently located in Lockport, while also adding an additional 100 jobs.</p>	
<b>Project Costs:</b>	Property Acquisition	\$ 750,000
	Construction/Improvements	\$ 20,250,000
	Equipment	\$ 3,760,000
	Soft costs	\$ 1,000,000
	TOTAL	\$ 25,760,000
<b>Employment:</b>	Current jobs in Niagara County:	250
	New Jobs in Niagara County within 3 years:	100
	Skills: Management, engineering, selling general and administrative, and manufacturing	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, Workforce, Retention, Research and Development, In Region Purchase	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: June 23, 2022  
 Project Title: CALF Development Associates, LLC  
 Project Location: 5274 Junction Road, Cambria NY 14094

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

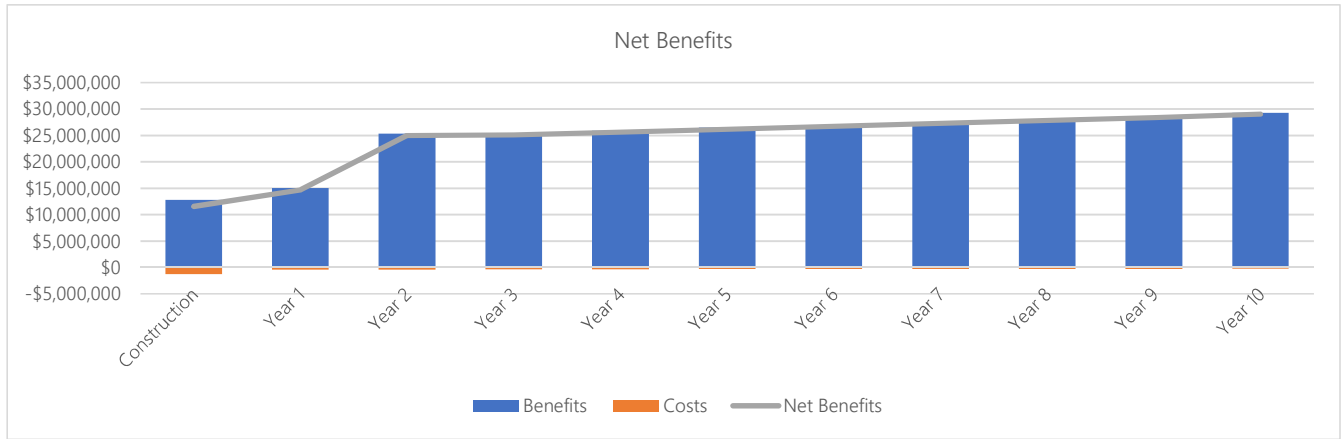
**Project Total Investment**  
 \$25,760,000

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		111	50	161
Earnings		\$9,634,321	\$2,478,007	\$12,112,328
Local Spend		\$23,184,000	\$8,392,753	\$31,576,753

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		305	190	495
Earnings		\$292,827,566	\$95,586,906	\$388,414,472

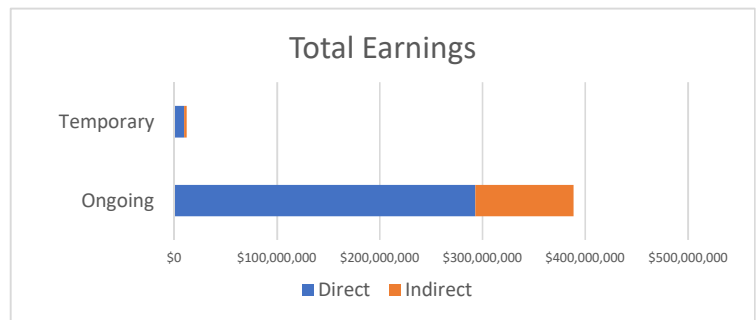
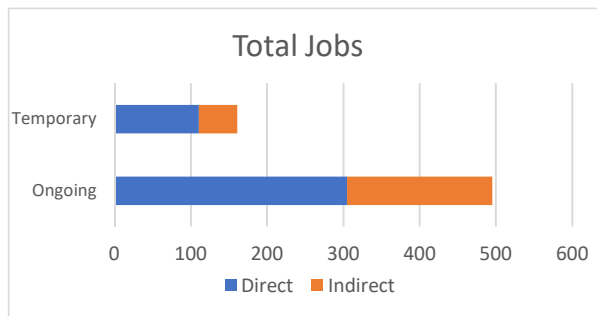
Figure 1



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	\$4,284,144	\$3,720,438
Sales Tax Exemption	\$1,110,800	\$1,110,800
Local Sales Tax Exemption	\$555,400	\$555,400
State Sales Tax Exemption	\$555,400	\$555,400
Mortgage Recording Tax Exemption	\$160,200	\$160,200
Local Mortgage Recording Tax Exemption	\$53,400	\$53,400
State Mortgage Recording Tax Exemption	\$106,800	\$106,800
<b>Total Costs</b>	<b>\$5,555,144</b>	<b>\$4,991,438</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$406,160,345</b>	<b>\$346,080,429</b>
<b>To Private Individuals</b>	<b>\$400,526,800</b>	<b>\$341,317,504</b>
Temporary Payroll	\$12,112,328	\$12,112,328
Ongoing Payroll	\$388,414,472	\$329,205,175
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$5,633,544</b>	<b>\$4,762,926</b>
Increase in Property Tax Revenue	\$2,829,856	\$2,373,703
Temporary Jobs - Sales Tax Revenue	\$84,786	\$84,786
Ongoing Jobs - Sales Tax Revenue	\$2,718,901	\$2,304,436
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$20,827,394</b>	<b>\$17,748,510</b>
<b>To the Public</b>	<b>\$20,827,394</b>	<b>\$17,748,510</b>
Temporary Income Tax Revenue	\$545,055	\$545,055
Ongoing Income Tax Revenue	\$17,478,651	\$14,814,233
Temporary Jobs - Sales Tax Revenue	\$84,786	\$84,786
Ongoing Jobs - Sales Tax Revenue	\$2,718,901	\$2,304,436
<b>Total Benefits to State &amp; Region</b>	<b>\$426,987,738</b>	<b>\$363,828,939</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$346,080,429	\$4,329,238	80:1
State	\$17,748,510	\$662,200	27:1
<b>Grand Total</b>	<b>\$363,828,939</b>	<b>\$4,991,438</b>	<b>73:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60 \$13,885,000      Additional Revenue: County \$732,546    Town \$178,624    School \$1,944,926

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

**PUBLIC HEARING CALF Development Associates LLC  
and/or Individual(s) or Affiliate(s), Subsidiary(ies), or  
Entity(ies) formed or to be formed on its behalf**

Public Hearing to be held on July 27, 2022 at 1:00 p.m.  
at Town of Cambria Hall – 4160 Upper Mountain Road

Andrea Klyczek: *Welcome. This public hearing is now open; it is 1 p.m. My name is Andrea Klyczek. I am the Assistant Director of the Niagara County Industrial Development Agency, and I have been designated by the Agency to be the hearing officer to conduct this public hearing. Notice of this public hearing was published in the Niagara Gazette on July 20, 2022.*

*We are here to hold the public hearing on CALF Development Associates, LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of this project.*

*The proposed project (the "Project") includes the construction of a 110,000 sq. foot, light manufacturing and warehouse facility to be located at 5274 Junction Rd., in the Town of Cambria.*

*The proposed financial assistance contemplated by the Agency includes New York State and local sales and use tax exemption benefits and mortgage recording tax exemption benefits(in compliance with Agency's tax exemption policy), and a partial real property tax abatement.*

*The project application and project summary are posted on the Agency's website at niagaracountybusiness.com and I have copies with me today.*

*If you have a written comment to submit for the record, you may do so. Written comments may also be delivered to Agency at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 until the comment period closes on August 2, 2022.*

*If anyone is interested in making a comment, please, state your name and address; if you are representing a company, please identify the company.*

*Are there any more comments? Hearing no further comments, I will now adjourn the meeting. It is now 1:00 p.m. Thank you.*

**SIGN IN SHEET  
PUBLIC HEARING**

July 27, 2022 1 p.m.  
Cambria Town Hall

regarding:

**CALF Development Associates, LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf**

Name	Company and/or Address	X box to speak/ comment
<del>Michael Cook</del>	<del>4384 Fourline Rd Lkpt NY</del>	
Chuck Bell	Harrison Studio 160 Washburn St Lkpt. NY	
Daniel Nedy	Advanced Energy	
Dominic Pascari	190 Walnut St, Colkport " "	
Debra Littere	Town Assessor	
Benjamin Joy	138 Colkport Joving (	

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**PUBLIC HEARING FOR CALF DEVELOPMENT ASSOCIATES, LLC**

**July 27, 2022**

**1:00 P.M.**

**Taken at: Town of Cambria Hall**



1 PRESENT:

2

3 ANDREA KLYCZEK  
Assistant Executive Director  
4 Niagara County Industrial Development Agency  
Appearing as Hearing Officer

5

6 DAWN M. SITERS  
Court Reporter.

7

8 ATTENDANCE NOTED ON ATTACHED SIGN-IN SHEET

9

10 **MS. KLYCZEK:** Welcome. This  
11 public hearing is now open. It is 1:00 p.m. My  
12 name is Andrea Klyczek. I am the Assistant Director  
13 of the Niagara County Industrial Development Agency,  
14 and I have been designated by the Agency to be the  
15 hearing officer to conduct this public hearing.

16 Notice of this hearing was  
17 published in the Niagara Gazette on July 20, 2022.

18 We are here to hold this public  
19 hearing on CALF Development Associates, LLC and/or  
20 individuals or affiliates, subsidiaries or entities  
21 formed, or to be formed on its behalf. The  
22 transcript of this hearing will be reviewed and  
23 considered by the Agency in determination of this

1 project.

2                   The proposed project includes the  
3 construction of a 110,000 square foot light  
4 manufacturing and warehouse facility to be located  
5 at 5274 Junction Road in the Town of Cambria.

6                   The proposed financial assistance  
7 contemplated by the Agency includes New York State  
8 and local sales and use tax exemption benefits  
9 and mortgage recording tax exemption benefits.

10 The project application and project summary  
11 are posted on the Agency's website at  
12 [niagaracountybusiness.com](http://niagaracountybusiness.com). I have copies with  
13 me today.

14                   If you have a written comment to  
15 submit for the record, you may do so. Written  
16 comments may also be delivered to the Agency at  
17 6311 Inducon Corporate Drive, Suite One, Sanborn,  
18 New York 14132 until the comment period closes on  
19 August 2, 2022.

20                   If anyone is interested in making  
21 a comment, please state your name and address. If  
22 you are representing a company, please identify the  
23 company.

1                   Are there any comments? Are there  
2 any comments?

3                   Hearing no comments, I will now  
4 adjourn the meeting. It is now 1:01 p.m. Thank  
5 you.

6

7

8                   \*       \*       \*       \*

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**7.4**

**ROCK ONE  
DEVELOPMENT,  
LLC**

**Subordination Agreement – Public**

**U.S. Department of Housing and Urban Development  
Office of Housing**

**OMB Approval No. 2502-0598  
(Exp. 04/30/24)**

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

**{This form is required with secondary financing funded by a public lender and secured with a lien on the Project. Such a secured lien is only permitted pursuant to Program Obligations and must be approved in writing by HUD.**

**HUD will consider requested changes to this form that are necessary to comply with state or local law. All such requests must be accompanied by a substantive explanation prepared by counsel to the Subordinate Lender. HUD’s written acceptance of any changes for state or local law will result in a template Subordination Agreement- Public, for a given jurisdiction and program. Consistent with the PRA, permission to use any such HUD-approved template will expires upon implementation of the next OMB-approved version of this form. When a new OMB form is issued, public lenders may request HUD consideration of changes to the new form in accordance with the level of flexibility the form provides.}**

Project Name: \_\_\_\_\_  
HUD Project No: \_\_\_\_\_

**THIS SUBORDINATION AGREEMENT ("Agreement")** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and among (i) \_\_\_\_\_, a \_\_\_\_\_ ("**Senior Lender**"), (ii) \_\_\_\_\_, a \_\_\_\_\_ ("**Subordinate Lender**"), and (iii) \_\_\_\_\_ ("**Borrower**").

**Recitals**

**WHEREAS**, Borrower is the owner of that certain \_\_\_\_\_ unit residential rental development known as " \_\_\_\_\_ " ("**Project**"), located at \_\_\_\_\_ . Senior Lender has made or is making the senior mortgage loan as described on Schedule A hereto to Borrower in the original principal amount(s) as

shown on Schedule A, evidenced by the Note described in Schedule A ("**Senior Note**"), and secured by, among other things, the Security Instrument as described in Schedule A (collectively, "**Senior Security Instrument**"), covering the property described in Exhibit A attached hereto together with all improvements thereon and personal property used relative thereof, all as more particularly described in the Senior Security Instrument ("**Mortgaged Property**").

**WHEREAS, {CHOOSE ONE OF THE FOLLOWING BRACKETED OPTIONS HERE AND THROUGHOUT THE DOCUMENT, AS APPROPRIATE}** [Borrower has requested Senior Lender to permit Subordinate Lender to make] [Subordinate Lender made] a subordinate loan to Borrower in the amount of \$ \_\_\_\_\_ ("**Subordinate Loan**"), pursuant to the Subordinate Loan Documents as defined below, and secured by, among other things, a mortgage lien against the Mortgaged Property.

**WHEREAS**, Senior Lender, with the approval of the U.S. Department of Housing and Urban Development ("**HUD**"), has agreed to permit Subordinate Lender to [make the Subordinate Loan and to place a subordinate mortgage lien] [keep the Subordinate Loan outstanding and maintain a subordinate mortgage lien] against the Mortgaged Property subject to all of the conditions contained in this Agreement and in accordance with Program Obligations. "**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: Handbooks, guides, notices, and mortgagee letters are available on "**HUDCLIPS**," at [www.hud.gov](http://www.hud.gov).

**NOW, THEREFORE**, in order to induce Senior Lender to permit Subordinate Lender to [make] [keep outstanding] the Subordinate Loan to Borrower and to place a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

### 1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

(a) "**Affiliate**" is any person or business concern that directly or indirectly controls policy of a principal or has the power to do so is an affiliate. Persons and business concerns controlled by the same third party are also affiliates.

(b) **"Bankruptcy Proceeding"** means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

(c) **"Borrower"** means all entities identified as "Borrower" in the first paragraph of this Agreement, together with any successors, heirs, and assigns (jointly and severally). Borrower shall include any entity taking title to the Mortgaged Property, whether or not such entity assumes the Senior Note, provided that the term "Borrower" shall not include Senior Lender in the event that Senior Lender may acquire title to the Mortgaged Property. Whenever the term "Borrower" is used herein, the same shall be deemed to include the obligor of the debt secured by the Senior Security Instrument.

(d) **"Business Day"** means any day other than Saturday, Sunday or any other day on which Senior Lender or HUD is not open for business.

(e) **"Covenant Event of Default"** is defined in the Senior Security Instrument.

(f) **"Entity"** means an estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

(g) **"Monetary Event of Default"** is defined in the Senior Security Instrument.

(h) **"Non-Project Sources"** means any funds that are not derived from Project Sources.

(i) **"Project Sources"** means the Mortgaged Property (as defined in the Senior Security Instrument), any proceeds of the Senior -Indebtedness, and any reserve or deposit made with Senior Lender or any other party as required by HUD in connection with the Senior Indebtedness.

(j) **"Senior Indebtedness"** means all present and future indebtedness, obligations, and liabilities of Borrower to Senior Lender under or in connection with the Senior Loan Documents.

(k) **"Senior Lender"** means the Entity named as such in the first paragraph on page 1 of this Agreement, its successors and assigns.

(l) **"Senior Loan Documents"** means the Senior Note, the Senior Security Instrument, and the Regulatory Agreement between Borrower and HUD, as such documents may be amended from time to time and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Senior Indebtedness, as identified in Schedule A.

**(m) "Senior Security Instrument Default"** means a "Monetary Event of Default" or a "Covenant Event of Default" as defined in the Senior Security Instrument.

**(n) "Subordinate Indebtedness"** means all present and future indebtedness, obligations, and liabilities of Borrower to Subordinate Lender under or in connection with the Subordinate Loan or the Subordinate Loan Documents.

**(o) "Subordinate Lender"** means the Entity named as such in the first paragraph on page 1 of this Agreement.

**(p) "Subordinate Loan Documents"** means the Subordinate Note, the Subordinate Mortgage, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as identified in Schedule B. The terms Subordinate Note and Subordinate Mortgage are defined in Schedule B. {Describe and insert definitions for these terms into Schedule B by reference to the specific executed Subordinate Loan Documents. Include all documents related to the Subordinate Loan.}

**(q) "Subordinate Loan Enforcement Action"** means the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

**(r) "Subordinate Mortgage Default"** means any act, failure to act, event, conditions, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Lender to take a Subordinate Loan Enforcement Action.

**(s) "Surplus Cash"** is defined herein to mean the same as that term is defined in the Regulatory Agreement between Borrower and HUD.

## **2. Permission to [Allow] [Place] Mortgage Lien Against Mortgaged Property.**

Senior Lender [consents] [agrees], subject to the provisions of this Agreement, to [permit Subordinate Lender to record] the Subordinate Mortgage and other [recorded] [recordable] Subordinate Loan Documents against the Mortgaged Property (which are subordinate in all respects to the lien of the Senior Security Instrument) to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate



Loan. Senior Lender agrees that the existence of the Subordinate Loan does not create a basis for default of the Senior Indebtedness. Such [consent] [permission] is subject to the condition that each of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are true and correct on the date of this Agreement [and on the date on which the proceeds of the Subordinate Loan are disbursed to Borrower]. If any of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are not true and correct on [the date of this Agreement] [both of those dates], the provisions of the Senior Loan Documents applicable to unpermitted liens on the Mortgaged Property shall apply.

### 3. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and, with respect to subsections (a) through (d) below, Subordinate Lender each make the following representations and warranties to Senior Lender:

**(a) Subordinate Loan Documents.** The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage.

**(b) Terms of the Subordinate Loan.** The original principal amount of the Subordinate Note is \$\_\_\_\_\_. Interest on the Subordinate Note accrues monthly at the rate of \_\_\_\_\_% per annum. The Subordinate Note is due and payable in full on \_\_\_\_\_, \_\_\_\_\_, ("Maturity"). The Maturity term of the Subordinate Note does not end before the maturity term of the Senior Note, unless the Subordinate Note is forgivable as set forth below and Borrower satisfies all requirements in the Subordinate Loan Documents to result in the Subordinate Note being eligible for forgiveness {The preceding sentencing requiring the Subordinate Note to mature no earlier than the Senior Note may be stricken through when approved in writing by HUD consistent with Program Obligations}. The principal of the Subordinate Note will [be fully amortized at Maturity] [have a balloon principal payment of \$\_\_\_\_\_ due at Maturity]. {Insert if Subordinate Loan is forgivable: [Subject to the terms of the Subordinate Loan Documents, the loan will be forgiven on \_\_\_\_\_ {insert date}]}. The promissory note evidencing the Subordinate Note obligates Borrower to make payments as follows \_\_\_\_\_, subject to Section 3(c) immediately below.

**(c) Required HUD Language in Subordinate Note.** The Subordinate Note contains or incorporates the following provisions {the following must be inserted or incorporated by reference into the Subordinate Note}:

"As long as HUD is the insurer or holder of the Senior Note (as such term and other capitalized terms are defined in the form Subordination Agreement, HUD-92420M) on FHA Project No. \_\_\_\_\_, the following provisions ("HUD Provisions") shall be in full force and effect:

(1) any payments due under the Subordinate Note shall be payable only (i) from permissible distributions from **{omit "permissible distributions from" if Borrower is not subject to limitations on distributions pursuant to the Regulatory Agreement and/or other agreement to which Borrower is party}** Surplus Cash of

the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Maker cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by the Subordinate Note;

(2) no prepayment of the Subordinate Note shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.

(3) this Subordinate Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;

(4) interest on the Subordinate Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument {this provision may be removed with "Intentionally Omitted" inserted in its place for Low Income Housing Tax Program transactions, when approved in writing by HUD in accordance with Program Obligations};

(5) Maker hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Subordinate Note;

(6) the terms and provisions of this Subordinate Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Subordinate Note may not be modified or amended without the written consent of HUD; and

(7) in the event of any conflict between the terms of the Subordinate Note and the HUD Provisions, the terms of the HUD Provisions shall control."

**(d) Relationship of Borrower to Subordinate Lender.** Subordinate Lender is not an Affiliate of Borrower.

**(e) Subordinate Loan Documents.** Borrower certifies that the executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, HUD prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

**(f) Senior Loan Documents.** The executed Senior Loan Documents are the same forms as approved by HUD prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

#### 4. Deliveries.

Borrower shall submit the following items to Senior Lender and HUD at closing [or not later than ten (10) Business Days after the date of the initial disbursement of proceeds of the Subordinate Loan]:

**(a) Title Evidence.** Evidence of title (title policy or title policy endorsement, as appropriate) insuring the lien of the Senior Security Instrument which insures that (i) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Mortgage, and (ii) this Agreement has been recorded among the applicable land records.

**(b) Loan Documents.** A complete set of the Subordinate Loan Documents, including this Subordination Agreement.

#### 5. Terms of Subordination.

**(a) Agreement to Subordinate.** Senior Lender and Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

**(b) Subordination of Subrogation Rights.** Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

**(c) Payments Before Senior Security Instrument Default.** Until Subordinate Lender receives a default notice of a Senior Security Instrument Default from Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents provided that such payments are otherwise permitted under the terms of this Agreement.

**(d) Payments After Senior Security Instrument Default.** Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Security Instrument

Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a default notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Project Sources on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) unless either (i) such payment is being made solely from Non-Project Sources or (ii) such payment is made with Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Security Instrument Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new default notice from Senior Lender in accordance with the provisions of this Section 5(d).

**(e) Remitting Subordinate Loan Payments to Senior Lender.** If, after Subordinate Lender receives a default notice from Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents (other than payments permitted under subsection (d) above), Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Mortgage Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

**(f) Agreement Not to Commence Bankruptcy Proceeding.** Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any Bankruptcy Proceeding with respect to Borrower, without Senior Lender's prior written consent.

## **6. Default Under Subordinate Loan Documents.**

**(a) Notice of Default and Cure Rights.** Subordinate Lender shall deliver to Senior Lender a default notice within five Business Days in each case where Subordinate Lender has given a default notice to Borrower. Failure of Subordinate Lender to send a

default notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the opportunity, but not the obligation, to cure any Subordinate Mortgage Default within 60 days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents, subject to the limitations set forth in Section 6(b) below.

**(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.**

**(1)** If a covenant Subordinate Mortgage Default occurs and is continuing, Subordinate Lender agrees that it will not, for a period of one hundred eighty (180) days after giving notice of such Subordinate Mortgage Default to Senior Lender and HUD (the "**Standstill Period**"), commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. During the Standstill Period, Subordinate Lender agrees to use best efforts to resolve the Subordinate Mortgage Default, in an effort to avoid the pursuit of available remedies by the Subordinate Lender. After the expiration of the Standstill Period and in the event Subordinate Lender forecloses on the Mortgaged Property, the purchaser must comply with HUD's Previous Participation regulations and processes, Transfer of Physical Asset requirements, and Program Obligations before it can take title to the Mortgaged Property.

**(2)** Subordinate Lender further agrees that if a monetary Subordinate Mortgage Default occurs and is continuing, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. The preceding prohibition on foreclosure for a monetary Subordinate Mortgage Default excludes the acceleration of any part or all of the Subordinate Indebtedness resulting from a covenant Subordinate Mortgage Default.

**(3)** Nothing in this subsection (b) shall (i) limit Subordinate Lender's right to bring an action seeking recovery solely from Non-Project Sources or (ii) preclude Subordinate Lender from exercising or enforcing all the rights available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable law to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions.

## **7. Default Under Senior Loan Documents.**

**(a) Notice of Default and Cure Rights.** Senior Lender shall deliver to Subordinate Lender a default notice within five Business Days in each case where Senior Lender has given a default notice to Borrower (provided that Senior Lender shall have no liability to Borrower, Subordinate Lender or to any other Entity for failure to timely give such notice). Failure of Senior Lender to send a default notice to Subordinate Lender shall not prevent the exercise of Senior Lender's right and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. Borrower agrees that Subordinate Lender shall have the opportunity, but not the obligation, to cure either a Monetary Event of Default or a Covenant Event of Default within 30 days following the date of such notice, or any time prior to an assignment of the Senior Security Instrument from Senior Lender to HUD, whichever date is later. Subordinate Lender acknowledges that Senior Lender shall be entitled during such period described above to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender shall have the opportunity to cure a Covenant Event of Default during such period described above so long as there is no Monetary Event of Default under the Senior Loan Documents. All amounts paid by Subordinate Lender to Senior Lender to cure any default under the Senior Loan Documents shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

**(b) Cross Default.** Subordinate Lender certifies that the Subordinate Loan Documents do not contain a cross default provision. Notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Security Instrument Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents.

## **8. Conflict.**

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; and (b) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be; give Borrower the right to notice of any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents, as applicable; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

## **9. Rights and Obligations of Subordinate Lender under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

**(a) Protection of Security Interest.** Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Security Instrument Defaults pursuant to Section 7(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

**(b) Condemnation or Casualty.** In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "Casualty"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

**(1)** Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by or with the written consent of Senior Lender; and

**(2)** all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (to payment of the costs and expenses of repair and restoration and/or to payment of the Senior Security Instrument) in the manner determined by Senior Lender in its sole discretion consistent with the Senior Loan Documents; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Security Instrument, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Security Instrument shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents. Any proceeds then remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents shall be paid by the Subordinate Lender to Borrower.

**(c) No Modification of Subordinate Loan Documents.** Borrower and Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior

written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

**10. Modification of Senior Loan Documents; Refinancing of Senior Indebtedness; Transfer of Physical Assets.**

(a) Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money, provided however, there shall be no modification of the Senior Loan Documents without the consent of the Subordinate Lender if such modification would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.

(b) Subordinate Lender agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness in accordance with Program Obligations (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Indebtedness, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the indebtedness related to the refinance loan, the refinance note, the security instrument securing the refinance note, all documents evidencing, securing or otherwise pertaining to the refinance note and the holder of the refinance note, provided however, there shall be no refinancing of the Senior Indebtedness without the consent of the Subordinate Lender if such refinancing would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.

(c) Subordinate Lender agrees that the term of the Subordinate Indebtedness will be extended if HUD grants a deferment of amortization or forbearance that results in an extended maturity of the Senior Indebtedness. **{Omit Section 10(c) if Subordinate Loan is forgivable.}**

(d) Subordinate Lender agrees that the term of the Subordinate Indebtedness will be extended if the Subordinate Note is due, and there are no Surplus Cash funds or Residual Receipts (if applicable) available for repayment, and the Senior Indebtedness has not been repaid in full. (The parties agree that distributions of Residual Receipts must be



approved by HUD and can only be approved by the terms of a written agreement between HUD and the Borrower).

(e) Subordinate Lender further agrees that the Subordinate Indebtedness is assumable when a sale or transfer of physical assets occurs, and the Senior Indebtedness remains in place.

**11. Default by Subordinate Lender or Senior Lender.**

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting Lender shall have the right to all available legal and equitable relief.

**12. Notices.**

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which Senior Lender or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating next Business Day delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two Business Days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

U.S. Department of Housing and Urban  
Development Director – Office of Multifamily  
Asset Management  
Room 6160  
451 Seventh Street, S.W.  
Washington, DC 20410

SUBORDINATE LENDER:

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Attention: \_\_\_\_\_

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

### 13. General.

(a) **Assignment/Successors.** This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender and Subordinate Lender.

(b) **No Partnership or Joint Venture.** Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of any other party hereto.

(c) **Senior Lender's and Subordinate Lender's Consent.** Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances; UCC Financing Statements.** Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Loan Documents are subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement. Senior Lender is hereby authorized to file any and all UCC financing statement amendments required to reflect the priority of the Senior Indebtedness.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Mortgaged Property is located, except, so long as the Senior Indebtedness is insured or held by HUD, and solely as to rights and remedies of HUD, federal jurisdiction may be appropriate pursuant to any federal requirements. The State courts, and with respect to HUD's rights and remedies, federal courts, and governmental authorities in the State in which the Mortgaged Property is located, shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Subordinate Loan Documents. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the

principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment {insert if Subordinate Loan is forgivable: [the forgiveness]} of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure; or (iv) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

Notwithstanding the foregoing, in the event the Senior Indebtedness is refinanced or a transfer of physical assets occurs, the term of this Agreement shall continue and the Subordinate Indebtedness and Subordinate Loan Documents shall be subordinate to any such indebtedness related to the refinanced or transferred loan as provided in Section 10 above.

**(i) Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Each signatory below hereby certifies that each of their statements and representations contained in this Agreement and all their supporting documentation thereto are true, accurate, and complete. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBORDINATE LENDER:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BORROWER:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Jurats to be added]

Schedule A – List of Senior Loan Documents

Schedule B – List of Subordinate Loan Documents

EXHIBIT A: LEGAL DESCRIPTION

## Lease Addendum - Multifamily

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 9/30/2021)

**Public Reporting Burden** for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: \_\_\_\_\_

HUD Project No: \_\_\_\_\_

THIS **LEASE ADDENDUM** is attached to and made part of that certain lease agreement entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") (collectively, the "**Parties**") (the ["**Ground Lease**"] ["**Lease**"]) {*select one as applicable, corresponding to Option 1 or 2<sup>1</sup> below*}.

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development ("**HUD**") for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* ("**Act**"), and made by the following HUD-approved lender, \_\_\_\_\_, ("**Lender**"). The insured loan is secured by a Security Instrument on the leasehold estate set forth in the [Ground Lease] [Lease].

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms "HUD" and "Lender" as used in the Lease Addendum shall also include their successors and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to "days" in this Lease Addendum shall mean calendar days.

<sup>1</sup> Option 1 involves a pure ground lease of only land, with the buildings, improvements and fixtures owned in fee simple by the Tenant. Option 2 involves a leasehold estate consisting of land and buildings, improvements, alterations and fixtures now or in the future located on the land. Only one of the two options should be used as approved in writing by HUD in accordance with Program Obligations, and the other inapplicable option should be deleted and noted as "Intentionally Omitted". Deviations from this Lease Addendum are not permitted, except as expressly provided in Program Obligations.



Notwithstanding anything else in the [**Ground Lease**] [**Lease**] to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions.

## Option 1 - Ground Lease

The leasehold estate consists of the ground (land) only; all buildings, improvements, alterations and fixtures now or in the future located thereon are owned in fee simple by the Tenant. As such, the term “**Property**” means the legally described land subject to the Ground Lease **except** the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. **Compliance with HUD Requirements.** Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new ground lease or an existing ground lease:
  - (a) the term of the Ground Lease and all other Ground Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
  - (b) the Landlord owns the Property in fee simple, and the leasehold estate is granted directly by the Landlord to the Tenant;
  - (c) the leasehold estate underlying the Ground Lease constitutes a mortgageable real property interest under state law;
  - (d) the Ground Lease and related Ground Lease documents do not conflict with any Program Obligations<sup>[1]</sup> promulgated by HUD with respect to such mortgage insurance; and
  - (e) all ground rent amounts have prior written approval by HUD.
  
2. **Modifications.** The Ground Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Ground Lease and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.
  
3. **Conflict Provision.** The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Ground Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Ground Lease, the provisions of this Lease Addendum shall prevail and control.

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<sup>[1]</sup> “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at [www.hud.gov](http://www.hud.gov).

- 4. Recording.** The full Ground Lease agreement and incorporated HUD Lease Addendum, or a memorandum of ground lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of ground lease or a short form ground lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:
- (a) names of the Parties;
  - (b) legal description;
  - (c) term and renewals;
  - (d) reference to the HUD Lease Addendum; and
  - (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).
- 5. Estoppel Certificate.** As a condition of HUD's acceptance of a ground lease transaction, an estoppel certificate identifying the Ground Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Ground Lease is in full force and effect, there are no defaults or pending defaults under the Ground Lease or conditions that would give rise to defaults given the passage of time, and that the legal description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.

- 6. Consent for Mortgage.** Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate and the Improvements. The Tenant is further authorized to execute all documents necessary as determined by Lender or HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

***{The following Section 7 may be stricken as not applicable only if expressly waived in writing by HUD for ground lessors/landlords that are public/government entities in accordance with Program Obligations at the time of the issuance of the firm commitment for the insured project loan. Such a deletion must be noted with insertion of "Intentionally Omitted". Private ground lessors/landlords are not eligible for this waiver.}***

- 7. HUD Option to Purchase.** In the event that HUD acquires title to this leasehold estate or otherwise acquires title to the Tenant's interest herein, HUD shall have the option to purchase good and marketable fee simple title to the Property and the

Landlord's interest, if any, in the Improvements, free of all liens and encumbrances except such as may be waived or accepted by HUD. Such option shall be exercised within twelve (12) months after HUD so acquires such leasehold estate or the Tenant's interest. The purchase price shall be the sum of

\_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_), payable in cash, by check drawn on the U.S. Treasury, by electronic funds transfer or by wire transfer, provided all ground rents are paid to date of transfer of title. HUD shall, within said twelve (12) months, give written notice to the Landlord of its election to exercise said option to purchase. The Landlord shall, within thirty (30) days after HUD gives such notice, execute and deliver to HUD a warranty deed of conveyance to HUD as grantee conveying the said fee simple interest and any interest in Tenant's Improvements. Nothing in this Section 7 shall require the Landlord to pay any taxes or assessments that were due and payable by the Tenant.

**8. Conveyance by Tenant.** If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

**9. Insurance.**

- (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD in accordance with Program Obligations.
- (b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

**10. Condemnation.**

- (a) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the Tenant's interest in the leasehold estate or damage to the Improvements or the Tenant's interest in the leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any Improvements) shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in Section 7 of this Lease Addendum.

- (b) In the event of a negotiated sale of all or a portion of the Property and/or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation above, but the approval of HUD and Lender shall be required as to the amount and division of the payments to be received.

**11. Tenant Default on Ground Lease; Cure Rights; Termination.** The Landlord may terminate the Ground Lease prior to the expiration day of the full term of this Ground Lease (“**Expiration Date**”) after a Tenant default under this Ground Lease (“**Ground Lease Event of Default**”), but only under the following circumstances and procedures.

- (a) If any Ground Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) (“**Notice of Default**”) to the Tenant, Lender, and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default.
- (b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period.
- (c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default received by Lender and HUD, Lender or HUD may:
  - (1) cure any Ground Lease Event of Default; and
  - (2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender’s or HUD’s rights with respect to the Property or the Tenant Improvements.
- (d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for ninety (90) days after the ownership of the Tenant’s rights under the Ground Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant’s rights under the Ground Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of

any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the Landlord any right to terminate the Ground Lease. Such purchaser may cure a curable Ground Lease Event of Default within said ninety (90) days.

- (e) If the Tenant, Lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to complete such cure. If, after the expiration of all of the foregoing cure periods, no cure, or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, the Ground Lease shall terminate, and, on such date, the term of this Ground Lease shall expire and terminate and all rights of the Tenant under the Ground Lease shall cease and the Improvements, subject to the Security Instrument and the rights of Lender thereunder, shall be and become the property of the Landlord. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under this Ground Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Ground Lease except as provided in this Section 11.

## **12. Lender/HUD Option for New Ground Lease.**

- (a) Upon termination of this Ground Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new ground lease on the Property and on the Improvements.
- (b) Such new ground lease shall have a term equal to the unexpired portion of the term of this Ground Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Ground Lease, including without limitation, the option to purchase set forth under Section 7 above, except that Lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The Landlord shall tender such new ground lease to Lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease.
- (c) Upon executing a new ground lease, Lender or HUD shall pay to the Landlord any unpaid ground rent due or that would have become due under this Ground Lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the Landlord, less any net rentals or other income

which the Landlord may have received on account of the Property and Improvements since the date of default under this Ground Lease.

**13. Landlord Cooperation for Needed Authorizations.** The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

**14. Taxes.** Nothing in this Ground Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Ground Lease.

**15. Notices.** All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Ground Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices shall be addressed as follows:

If to Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to HUD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Landlord:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**16. No Merger.** There shall be no merger of this Ground Lease or the leasehold estate created by this Ground Lease with the fee estate of the Property or of the Improvements or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Ground Lease or the leasehold estate hereby created or any interest therein and the fee estate of the Property or of the Improvements. No such merger shall occur unless and until HUD specifically consents and agrees in writing to such merger.



Each signatory below hereby certifies that each of their statements and representations contained in Ground Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum as of the day and year first written above.

**{INSERT STATE-LAW APPROPRIATE SIGNATURES AND ACKNOWLEDGMENTS FOR LANDLORD AND TENANT}**

## Option 2 - Lease

The leasehold estate consists of the legally described land and includes all buildings, improvements, alterations, and fixtures now or in the future located on the legally described land. The Tenant does not own any of the buildings, improvements, alterations or fixtures. As such, the term “**Property**” means the legally described land in the Lease including the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. **Compliance with HUD Requirements.** Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new lease or an existing lease:
  - (a) the term of the Lease and other Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
  - (b) the Landlord owns the Property in fee simple, and the leasehold estate is directly by the Landlord to the Tenant;
  - (c) the leasehold estate underlying the Lease constitutes a mortgageable real property interest under state law;
  - (d) the Lease and related Lease documents do not conflict with any Program Obligations<sup>[1]</sup> promulgated by HUD with respect to such mortgage insurance; and
  - (e) all ground rent amounts have prior written approval by HUD.
  
2. **Modifications.** The Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Lease and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.
  
3. **Conflict Provision.** The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Lease, the provisions of this Lease Addendum shall prevail and control.

---

<sup>[1]</sup> “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at [www.hud.gov](http://www.hud.gov).

**4. Recording.** The full Lease agreement and incorporated HUD Lease Addendum, or a memorandum of lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of lease or a short form lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:

- (a) names of the Parties;
- (b) legal description;
- (c) term and renewals;
- (d) reference to the HUD Lease Addendum; and
- (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).

**5. Estoppel Certificate.** As a condition of HUD's acceptance of a lease transaction, an estoppel certificate identifying the Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Lease is in full force and effect, there are no defaults or pending defaults under the Lease or conditions that would give rise to defaults given the passage of time, and that the description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.

**6. Consent for Mortgage.** Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate. The Tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

***{The following Section 7 may be stricken as not applicable only if expressly waived in writing by HUD for ground lessors/landlords that are public/government entities in accordance with Program Obligations at the time of the issuance of the firm commitment for the insured project loan. Such a deletion must be noted with insertion of "Intentionally Omitted". Private ground lessors/landlords are not eligible for this waiver.}***

**7. HUD Option to Purchase.** In the event that HUD acquires title to this leasehold estate or otherwise acquires title to the Tenant's interest herein, HUD shall have the option to purchase good and marketable fee simple title to the Property, free of all liens and encumbrances except such as may be waived or accepted by HUD. Such option shall be exercised within twelve (12) months after HUD so acquires such

leasehold estate or the Tenant's interest. The purchase price shall be the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in cash, by check drawn on the U.S. Treasury, by electronic funds transfer or by wire transfer, provided all rents are paid to date of transfer of title. HUD shall, within said twelve (12) months, give written notice to the Landlord of its election to exercise said option to purchase. The Landlord shall, within thirty (30) days after HUD gives such notice, execute and deliver to HUD a warranty deed of conveyance to HUD as grantee conveying the said fee simple title. Nothing in this Section 7 shall require the Landlord to pay any taxes or assessments that were due and payable by the Tenant.

**8. Conveyance by Tenant.** If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

**9. Insurance.**

- (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD.
- (b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

**10. Condemnation.**

- (a) If all or any part of the Property shall be taken or damaged by condemnation, that portion of any award attributable to the Tenant's interest in the Property or leasehold estate or damage to the Tenant's interest in the Property or leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the Landlord's interest shall be paid to the Landlord. After the date of taking, the annual rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in Section 7 of this Lease Addendum.
- (b) In the event of a negotiated sale of all or a portion of the Property, in lieu of condemnation, the proceeds shall be distributed and annual rent reduced as provided in cases of condemnation above, but the approval of HUD and

Lender shall be required as to the amount and division of the payments to be received.

**11. Tenant Default on Lease; Cure Rights; Termination.** The Landlord may terminate the Lease prior to the expiration day of the full term of this Lease (“**Expiration Date**”) after a Tenant default under this Lease (“**Lease Event of Default**”), but only under the following circumstances and procedures.

- (a) If any Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Lease Event of Default and prior to any cure, give written notice of such default(s) (“**Notice of Default**”) to the Tenant, Lender, and HUD, specifying the Lease Event of Default and the methods of cure, or declaring that a Lease Event of Default is incurable. If the Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Lease Event of Default.
- (b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Lease Event of Default that is capable of being cured within such period.
- (c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default was given to Lender and HUD, Lender or HUD may:
  - (1) cure any Lease Event of Default; and
  - (2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender’s or HUD’s rights with respect to the leasehold estate.
- (d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the Tenant’s rights under the Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant’s rights under the Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Lease Event of Default and such terminated Lease Event of Default shall not give the Landlord any right to terminate the Lease. Such purchaser may cure a curable Lease Event of Default within said ninety (90) days.
- (e) If the Tenant, Lender or HUD reasonably undertake to cure any Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to

complete such cure. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Lease Event of Default has been achieved as aforesaid, then and in that event, the Lease shall terminate, and, on such date, the term of this Lease shall expire and terminate and all rights of the Tenant under the Lease shall cease. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under this Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Lease except as provided in this Section 11.

## **12. Lender/HUD Option for New Lease.**

- (a) Upon termination of this Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new lease on the Property.
- (b) Such new lease shall have a term equal to the unexpired portion of the term of this Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Lease, including without limitation, the option to purchase set forth under Section 7 above, except that Lender's or HUD's liability for rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to Lender or HUD within thirty (30) days after a request for such lease and shall deliver possession of the Property immediately upon execution of the new lease.
- (c) Upon executing a new lease, Lender or HUD shall pay to the Landlord any unpaid rent due or that would have become due under this Lease to the date of the execution of the new lease, including any taxes which were liens on the Property and which were paid by the Landlord, less any net rentals or other income which the Landlord may have received on account of the Property since the date of default under this Lease.

**13. Landlord Cooperation for Needed Authorizations.** The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute

such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

**14. Taxes.** Nothing in this Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Lease.

**15. Notices.** All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices shall be addressed as follows:

If to Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to HUD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Landlord: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. No Merger.** There shall be no merger of this Lease or the leasehold estate created by this Lease with the fee estate in or ownership of the Property or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest therein and fee estate in or ownership of the Property. No such merger shall

occur unless and until HUD specifically consents and agrees in writing to such merger.



Each signatory below hereby certifies that each of their statements and representations contained in the Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum as of the day and year first written above.

**{INSERT STATE-LAW APPROPRIATE SIGNATURES AND ACKNOWLEDGMENTS FOR LANDLORD AND TENANT}**

**7.5**

**CVE US E13**

**WHEATFIELD, LLC**

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

CVE US EI3 Wheatfield, LLC

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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 2021

- 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: CVE US E13 Wheatfield, LLC

Mailing Address: 109 W 27th St, Floor 8

City/Town/Village & Zip code: New York, NY 10001

Phone: (239) 784-8080

Website: cvenorthamerica.com

Fed Id. No.: 87-1738477

Contact Person, and Title: Carson Weinand, Senior Business Developer

Email: carson.weinand@cvegroup.com

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

Thibaut Delespaul, Sole Member

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

**Form of Entity**

**Corporation**

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**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 <sup>1</sup> \_\_\_\_\_ )

Date of organization: 07/13/2021

State of Organization: Delaware

**Sole Proprietorship**

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

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Couch White LLP

Contact Person, and Title: Joshua Sabo, Esq.

Mailing Address: 540 Broadway

City/Town/Village & Zip code: Albany, New York 12201

Email: jsabo@couchwhite.com

Phone: (518) 320-3443

Fax No.: \_\_\_\_\_

**II. PROJECT INFORMATION**

A) Project Address: Lockport Rd, Sanborn, NY 14132

Tax Map Number (SBL) 134.00-3-12

(Section/Block/Lot)

SWIS Number 294000

Located in City of Sanborn

Located in Town of Wheatfield

Located in Village of \_\_\_\_\_

School District of Starpoint

B) Current Assessment of Property:

Land 107,900

Total \$107,900

C) Present legal owner of the site George M. Wasik

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

Purchase & Sale Agreement with Effective Date of 06/26/2020

D) Describe the project:

4MWac community solar project.

1. Project site (land)

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

54.21 acres

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

Farm land.

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
0  
\_\_\_\_\_
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.  
No  
\_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes,  
indicate nature of expansion and/or renovation.  
No  
\_\_\_\_\_
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.  
Not applicable  
\_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
Panels, racking, inverters, transformers, gravel, fencing, wiring, landscaping  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has construction work on this project begun?  
No  
\_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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	\$	700,000
Construction (Improvements)	\$	4,020,000
Equipment Purchases/Fixtures/Furnishings	\$	4,000,000
Soft costs (i.e. engineering, architectural)	\$	2,300,000
Other (describe) Interconnection, customer acquisition	\$	2,000,000
TOTAL USES OF FUNDS	\$	13,020,000

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

Bank Financing	\$	11,718,000
Equity	\$	1,302,000
Grants/Tax Credits	\$	
Taxable or Tax Exempt Bond	\$	
Other	\$	
TOTAL SOURCES OF FUNDS	\$	13,020,000

C) Identify each state and federal grant/credit:

	\$	
	\$	
	\$	
	\$	
TOTAL PUBLIC FUNDS	\$	





**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 Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") 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. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- 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:

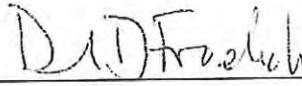
§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment 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.

**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, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) 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 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 costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

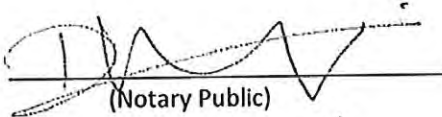


(Applicant Signature)

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

Name: David Froelich

Title: Director

  
(Notary Public)

Sworn to before me this 15<sup>th</sup> day  
of December, 2021

[stamp]

DAPHNE M MONNOYEUR MOORE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MO6425034  
Qualified in Westchester County  
My Commission Expires 11-15-2025

STATE OF NEW YORK )  
COUNTY OF ) ss.:

DAVID FROELICH, being first duly sworn, deposes and says:

1. That I am the Director (Corporate Office) of CVE North America 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.

David Froelich  
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury

this 15<sup>th</sup> day of December, 2021

[Signature]  
(Notary Public)

DAPHNE M MONNOYEUR MOORE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MO6425034  
Qualified in Westchester County  
My Commission Expires 11-15-2025

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.

**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
\$9,060,000	\$1,001,172	12.468225	0.000000	33.332865

\*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	BASE	\$ 8,167	\$ -	\$ 21,833	\$ 30,000	\$ 45,855	\$ 15,855
2	2%	\$ 8,330	\$ -	\$ 22,270	\$ 30,600	\$ 45,855	\$ 15,255
3	4%	\$ 8,497	\$ -	\$ 22,715	\$ 31,212	\$ 45,855	\$ 14,643
4	6%	\$ 8,667	\$ -	\$ 23,170	\$ 31,836	\$ 45,855	\$ 14,019
5	8%	\$ 8,840	\$ -	\$ 23,633	\$ 32,473	\$ 45,855	\$ 13,382
6	10%	\$ 9,017	\$ -	\$ 24,106	\$ 33,122	\$ 45,855	\$ 12,732
7	12%	\$ 9,197	\$ -	\$ 24,588	\$ 33,785	\$ 45,855	\$ 12,070
8	14%	\$ 9,381	\$ -	\$ 25,080	\$ 34,461	\$ 45,855	\$ 11,394
9	16%	\$ 9,569	\$ -	\$ 25,581	\$ 35,150	\$ 45,855	\$ 10,705
10	18%	\$ 9,760	\$ -	\$ 26,093	\$ 35,853	\$ 45,855	\$ 10,002
11	20%	\$ 9,955	\$ -	\$ 26,615	\$ 36,570	\$ 45,855	\$ 9,285
12	22%	\$ 10,154	\$ -	\$ 27,147	\$ 37,301	\$ 45,855	\$ 8,554
13	24%	\$ 10,357	\$ -	\$ 27,690	\$ 38,047	\$ 45,855	\$ 7,808
14	28%	\$ 10,565	\$ -	\$ 28,244	\$ 38,808	\$ 45,855	\$ 7,047
15	30%	\$ 10,776	\$ -	\$ 28,808	\$ 39,584	\$ 45,855	\$ 6,270
<b>TOTAL</b>		<b>\$ 141,231</b>	<b>\$ -</b>	<b>\$ 377,571</b>	<b>\$ 518,803</b>	<b>\$ 687,822</b>	<b>\$ 169,019</b>

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

**Cost Benefit Analysis:**

**To be completed/calculated by AGENCY**

	<u>Costs =</u> <u>Financial Assistance</u>	<u>Benefits =</u> <u>Economic Development</u>
*Estimated Sales Tax Exemption	\$ <u>108,720</u>	New Jobs Created Permanent <u>1</u> Temporary <u>50</u>
		Existing Jobs Retained Permanent <u>0</u> Temporary <u>0</u>
Estimated Mortgage Tax Exemption	\$ <u>117,180</u>	Expected Yearly Payroll \$ <u>0</u>
Estimated Property Tax Abatement	\$ _____	Additional Revenues to School Districts \$ <u>377,571</u>
		Additional Revenues to Municipalities County: \$ <u>141,231</u> City: \$ <u>0</u>
		Other Benefits _____
Estimated Interest Savings IRB Issue	\$ _____	Private Funds invested \$ <u>13,020,000</u>
		Likelihood of accomplishing proposed project within three (3) years <input checked="" type="checkbox"/> Likely or <input type="checkbox"/> Unlikely

\* 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 a potential for a recapture of sales tax exemptions (see "Recapture" on page 12).

\$ 2,718,000 (to be used on the NYS ST-60)

**UPDATED 2021**

*617.20*  
*Appendix B*  
*Short Environmental Assessment Form*

**Instructions for Completing**

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

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

<b>Part 1 - Project and Sponsor Information</b>				
Name of Action or Project: CVE Wheatfield Solar Farm				
Project Location (describe, and attach a location map): Lockport Rd, Sanborn, NY 14132				
Brief Description of Proposed Action: Construction of a new 4MWac community solar farm.				
Name of Applicant or Sponsor: CVE US E13 Wheatfield, LLC		Telephone: 239-784-8080 E-Mail: carson.weinand@cvegroup.com		
Address: 109 W 27th St, Floor 8				
City/PO: New York		State: NY	Zip Code: 10001	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Town of Wheatfield, Special Use Permit			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		54.21 acres		
b. Total acreage to be physically disturbed?		22.9 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		54.21 acres		
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input checked="" 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				





18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Carson Weinand</u>		Date: <u>10/05/21</u>
Signature: _____		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

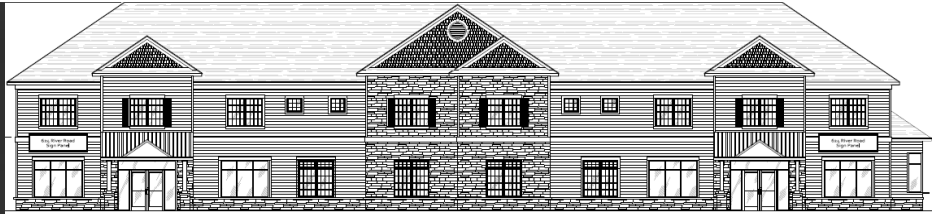
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

# 8.1

# DLV PROPERTIES

**PROJECT SUMMARY**  
**DLV Properties LLC**



<b>Applicant:</b>	DLV Properties LLC	
<b>Project Location:</b>	624 River Road North Tonawanda, NY 14120	
<b>Assistance:</b>	10 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>The project site is 3.7 acre of vacant property, which will need Brownfield remediation. The plan is to develop and construct a 148,000 square foot market rate apartment building.</p> <p>The 5-story building will include 110+ unit apartments ranging in size from 750 – 1300 sq. ft. The first floor will also feature a partially covered parking area.</p> <p>This project will provide more opportunities for individuals to live in the Niagara County/North Tonawanda area bring new jobs to the area and give public access to the Niagara River waterfront.</p>	
<b>Project Costs:</b>	Construction/Improvements Furniture, Fixtures & Equipment Soft costs Other – Site Remediation <p align="right">TOTAL</p>	\$ 19,314,910 \$ 527,990 \$ 2,381,150 <u>\$ 865,000</u> \$23,089,050
<b>Employment:</b>	Current jobs in Niagara County: 2 New Jobs in Niagara County within 3 years: 10 Estimated Annual Payroll for New Jobs: \$436,000 Skills: Management, Maintenance Leasing Agent	
<b>Evaluative Criteria:</b>	Brownfields area, Regional Wealth Creation, Alignment with local planning and development efforts.	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: June 30, 2022  
 Project Title: DLV Properties LLC  
 Project Location: 624 River Rd., North Tonawanda, NY 14120

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

**Project Total Investment**

\$23,089,050

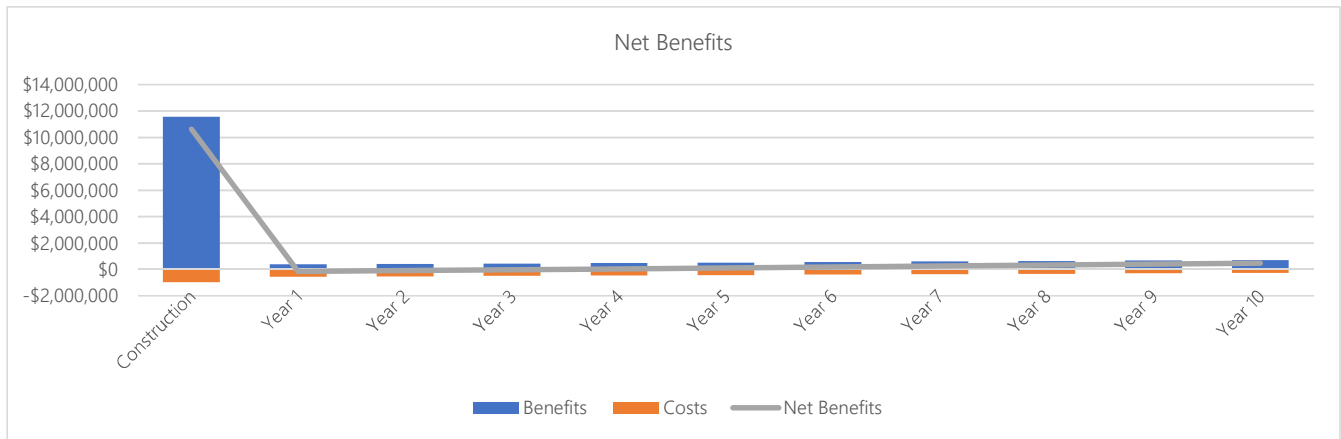
		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		232	45	278
Earnings		\$8,709,366	\$2,227,490	\$10,936,857
Local Spend		\$20,780,145	\$7,523,067	\$28,303,212

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		7	0	7
Earnings		\$2,963,231	\$0	\$2,963,231

Aggregate over life of the PILOT

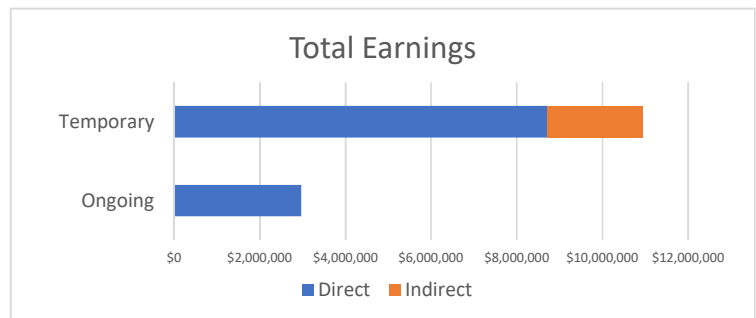
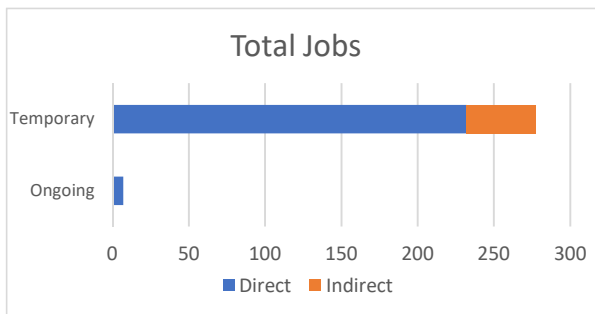
Figure 1



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	\$4,017,577	\$3,655,958
Sales Tax Exemption	\$814,836	\$814,836
Local Sales Tax Exemption	\$407,418	\$407,418
State Sales Tax Exemption	\$407,418	\$407,418
Mortgage Recording Tax Exemption	\$145,955	\$145,955
Local Mortgage Recording Tax Exemption	\$48,652	\$48,652
State Mortgage Recording Tax Exemption	\$97,303	\$97,303
<b>Total Costs</b>	<b>\$4,978,368</b>	<b>\$4,616,749</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$16,344,700</b>	<b>\$15,747,976</b>
<b>To Private Individuals</b>	<b>\$13,900,088</b>	<b>\$13,591,296</b>
Temporary Payroll	\$10,936,857	\$10,936,857
Ongoing Payroll	\$2,963,231	\$2,654,439
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$2,444,612</b>	<b>\$2,156,680</b>
Increase in Property Tax Revenue	\$2,347,312	\$2,061,541
Temporary Jobs - Sales Tax Revenue	\$76,558	\$76,558
Ongoing Jobs - Sales Tax Revenue	\$20,743	\$18,581
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$722,805</b>	<b>\$706,747</b>
<b>To the Public</b>	<b>\$722,805</b>	<b>\$706,747</b>
Temporary Income Tax Revenue	\$492,159	\$492,159
Ongoing Income Tax Revenue	\$133,345	\$119,450
Temporary Jobs - Sales Tax Revenue	\$76,558	\$76,558
Ongoing Jobs - Sales Tax Revenue	\$20,743	\$18,581
<b>Total Benefits to State &amp; Region</b>	<b>\$17,067,505</b>	<b>\$16,454,723</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$15,747,976	\$4,112,028	4:1
State	\$706,747	\$504,721	1:1
<b>Grand Total</b>	<b>\$16,454,723</b>	<b>\$4,616,749</b>	<b>4:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60 \$10,185,450

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

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

DLV Properties, LLC

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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 2021



- 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: DLV Properties, LLC

Mailing Address: 9829 Main St

City/Town/Village & Zip code: Clarence, NY 14031

Phone: (716) 759-1715

Website: N/A

Fed Id. No.: 82-3769261

Contact Person, and Title: Brianne Frawley (Development Manager)

Email: brianne@visoneco.com

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

Lucian Visone, Jr.

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

**Form of Entity**

**Corporation**

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**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 <sup>1</sup> \_\_\_\_\_ )

Date of organization: May 25, 2017

State of Organization: New York

**Sole Proprietorship**

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

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Law Office of Kevin Schenk

Contact Person, and Title: Kevin G. Schenk

Mailing Address: P.O. Box 240

City/Town/Village & Zip code: Cheektowaga NY 14225

Email: kgslaw1@verizon.net

Phone: (716) 684-0621

Fax No.: (716) 684-1382

**II. PROJECT INFORMATION**

**A)** Project Address: 624 River Road, North Tonawanda, NY 14120

Tax Map Number (SBL) 181.16-1-21.11  
(Section/Block/Lot)  
SWIS Number 291200  
Located in City of North Tonawanda  
Located in Town of \_\_\_\_\_  
Located in Village of \_\_\_\_\_  
School District of North Tonawanda

**B)** Current Assessment of Property:

Land 234,400  
Total 1,000,000

**C)** Present legal owner of the site DLV Properties, LLC

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

\_\_\_\_\_

**D)** Describe the project:

To develop and construct an 110+ unit apartment building on the Niagara River waterfront. The proposed building will be 5 stories. The first floor will partially be covered parking. The unit types will be a mixture of studio to three bedroom apartments ranging from around 750 to 1300 sf.

1. Project site (land)

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

3.7 ac

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

There is currently a dated 17,000 sf medical building on site that is 70% vacant.

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
There is approximately one (1)17,000 sf building built in 1997 on the site.  
\_\_\_\_\_
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.  
Yes - 148,000 sf.  
\_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes,  
indicate nature of expansion and/or renovation.  
No.  
\_\_\_\_\_
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.  
100+apartment units, studio-3 bedroom apartments, between 800 and 1300 sf.  
\_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
Apartment equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has construction work on this project begun?  
No. However the site is in the beginning stages of remediation efforts.  
\_\_\_\_\_

**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:

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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		0
	\$	
Construction (Improvements)		19,314,910
	\$	
Equipment Purchases/Fixtures/Furnishings		527,990
	\$	
Soft costs (i.e. engineering, architectural)		2,381,150
	\$	
Other (describe) <span style="float: right;">Site Remediation</span>		865,000
	\$	
TOTAL USES OF FUNDS	\$	23,089,050

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

Bank Financing	ESTIMATED	\$ 19,460,693
Equity	ESTIMATED	\$ 3,463,357
Grants/Tax Credits		\$
Taxable or Tax Exempt Bond		\$
Other <span style="float: right;">Niagara Brownfield Development Loan</span>		\$ 165,000
TOTAL SOURCES OF FUNDS		\$ 23,089,050

C) Identify each state and federal grant/credit:

	\$
	\$
	\$
	\$
TOTAL PUBLIC FUNDS	\$

**IV. FINANCIAL ASSISTANCE REQUESTED**

**A.) Benefits Requested:**

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

**B.) Value of Incentives:**

Property Tax Exemption (To be estimated by NCIDA Staff. See Page 14)

Estimated duration of Property Tax exemption: \$4,017,577

Sales and Use Tax

Estimated value of Sales Tax exemption for facility construction: \$ 772,596

Estimated value of Sales Tax exemption for fixtures and equipment: \$ 42,239

Estimated duration of Sales Tax exemption: 1 year

Mortgage Recording Tax Exemption Benefit

Estimated value of Mortgage Recording Tax exemption: \$ 145,955

**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:

The development of this property will be economically unfeasible without your assistance and partnership in this matter due to the high cost of site infrastructure, current and future Brownfield monitoring and remediation costs which heavily burden the project. This project will provide more opportunities for people to live in Niagara County/North Tonawanda and give public access to waterfront

**V. EMPLOYMENT PLAN**

	# of Retained Jobs	Retained Jobs Average Annual Salary	# of Created Jobs <i>(3 yrs after project completion)</i>	Created Jobs Average Annual Salary
Full Time (FTE)	2	\$ 120,000	4	\$ 280,000
Part time (PTE)	0	\$ 0	6	\$ 156,000
<b>TOTAL</b>	2	\$ 120,000	10	436000

Annual Salary Range of Jobs to be Created: \$ 35,000 to \$ 70,000

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

Job Categories (ie. Management, Administrative, Production, etc.) Management, maintenance leasing

## 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 Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") 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 JPTA Entities for new employment opportunities created as a result of the proposed project.
- C. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- 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.:

Lucian Visone, being first duly sworn, deposes and says:

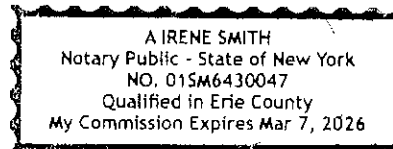
1. That I am the Managing Member (Corporate Office) of DLV Properties LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application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



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 1<sup>st</sup> day of July, 2022

A. Irene Smith  
(Notary Public)



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, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) 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 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 costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

*[Signature]*  
(Applicant Signature)

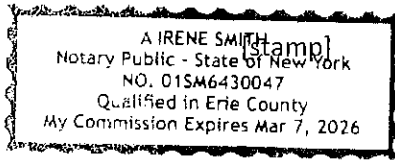
By: DLV Properties LLC

Name: Lucian Visone

Title: Managing Member

*A. Irene Smith*  
(Notary Public)

Sworn to before me this 1<sup>st</sup> day  
of July, 2022



**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
\$19,314,910	\$13,640,000	9.849336	14.501055	22.776614

\*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	15%	\$ 20,152	\$ 29,669	\$ 46,601	\$ 96,422	\$ 642,812	\$ 546,390
2	20%	\$ 26,869	\$ 39,559	\$ 62,135	\$ 128,562	\$ 642,812	\$ 514,250
3	25%	\$ 33,586	\$ 49,449	\$ 77,668	\$ 160,703	\$ 642,812	\$ 482,109
4	30%	\$ 40,303	\$ 59,338	\$ 93,202	\$ 192,844	\$ 642,812	\$ 449,969
5	35%	\$ 47,021	\$ 69,228	\$ 108,736	\$ 224,984	\$ 642,812	\$ 417,828
6	40%	\$ 53,738	\$ 79,118	\$ 124,269	\$ 257,125	\$ 642,812	\$ 385,687
7	45%	\$ 60,455	\$ 89,007	\$ 139,803	\$ 289,266	\$ 642,812	\$ 353,547
8	50%	\$ 67,172	\$ 98,897	\$ 155,337	\$ 321,406	\$ 642,812	\$ 321,406
9	55%	\$ 73,890	\$ 108,787	\$ 170,870	\$ 353,547	\$ 642,812	\$ 289,266
10	60%	\$ 80,607	\$ 118,677	\$ 186,404	\$ 385,687	\$ 642,812	\$ 257,125
<b>TOTAL</b>		<b>\$ 503,794</b>	<b>\$ 741,729</b>	<b>\$ 1,165,024</b>	<b>\$ 2,410,546</b>	<b>\$ 6,428,123</b>	<b>\$ 4,017,577</b>

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

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**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>			
624 River Road - Waterfront Apartment Project			
Name of Action or Project: 624 River Road, North Tonawanda, NY 14120			
Project Location (describe, and attach a location map): 624 River Road, North Tonawanda, NY 14120			
Brief Description of Proposed Action: Construct an approximately 110+ unit, 5-story apartment building. Units will be a mixture of studio 1,2, and 3 bedroom apartments. Units will range in size from approximately 750 sf to approximately 1300 sf.			
Name of Applicant or Sponsor: DLV Properties, LLC		Telephone: 716-759-1715 E-Mail: brianne@visoneco.com	
Address: 9829 Main St.			
City/PO: Clarence		State: NY	Zip Code: 14031
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 3.7 acres	
b. Total acreage to be physically disturbed?		_____ 3.7 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 9 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>mixed-use and multi-family housing</u> <input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ The project is in the NYDEC Brownfield remediation. The remedial investigation work plan has been approved by the DEC	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>DLV Properties, LLC</u>		Date: <u>7/1/22</u>
Signature: _____		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance.** The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>NCURA</u>	<u>7/8/22</u>
Name of Lead Agency	Date
<u>S. Lamy</u>	<u>LO</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**





**8.2**

**MICBARCER  
REALTY CO. INC.**

**PROJECT SUMMARY**  
**Micbarcer Realty Company**



<b>Applicant:</b>	Micbarcer Realty Company	
<b>Project Location:</b>	298 Hyde Park Blvd. Niagara Falls, NY 14303	
<b>Assistance:</b>	Sales Tax Abatement Mortgage Recording Abatement 15 Year PILOT	
<b>Description:</b>	Micbarcer Realty Company will be renovating the 15,000 sq. ft. facility on Hyde Park Blvd for their tenant, Delaware North. Delaware North has a 13 lease with New York State Parks as a food vendor/operator. The tenant will be using the facility for off-season storage and in season food preparation. The buildout will include a full kitchen installation, as well as all associated storage requirements.	
<b>Project Costs:</b>	Construction	\$ 423,930
	Equipment/Fixtures/Furnishings	\$ 150,000
	Soft Costs	<u>\$ 25,000</u>
	<b>TOTAL</b>	<b>\$ 598,930</b>
<b>Employment:</b>	Existing Jobs at facility – warehouse	5
	New Jobs to be created	<u>5</u>
		10
<b>Evaluative Criteria:</b>	Regional Wealth Creation, In Region Purchases, Supports Existing Business Growth Potential	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: August 4, 2022  
 Project Title: Micbarcer Realty Co.  
 Project Location: 298 Hyde Park Blvd., Niagara Falls

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

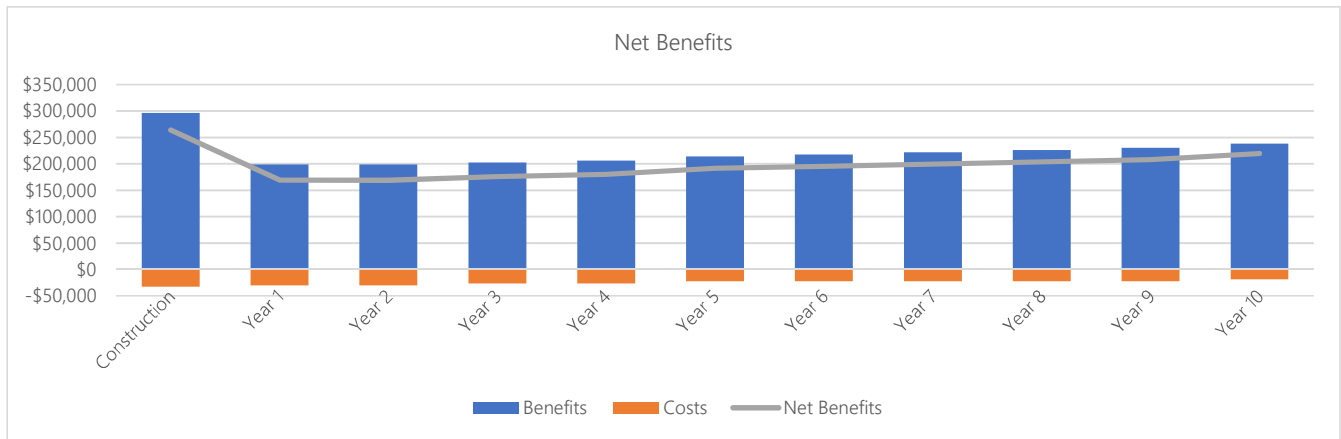
Project Total Investment  
 \$598,930

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		3	1	4
Earnings		\$222,912	\$57,466	\$280,377
Local Spend		\$539,037	\$194,921	\$733,958

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		5	2	7
Earnings		\$2,602,132	\$662,410	\$3,264,541

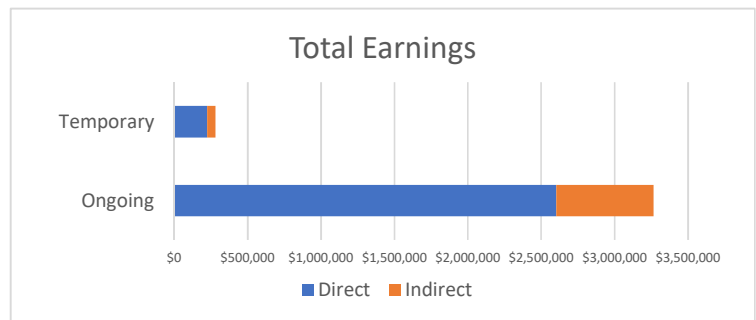
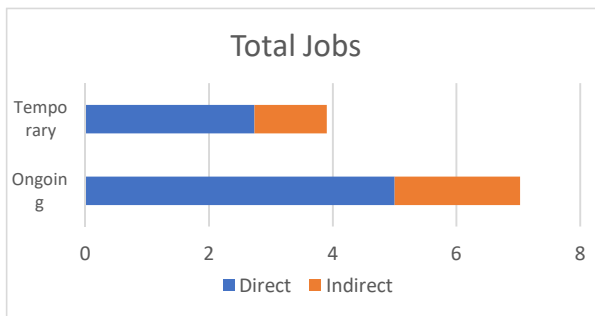
Figure 1



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	\$336,232	\$291,991
Sales Tax Exemption	\$28,957	\$28,957
Local Sales Tax Exemption	\$13,513	\$13,513
State Sales Tax Exemption	\$15,444	\$15,444
Mortgage Recording Tax Exemption	\$3,563	\$3,563
Local Mortgage Recording Tax Exemption	\$1,188	\$1,188
State Mortgage Recording Tax Exemption	\$2,375	\$2,375
<b>Total Costs</b>	<b>\$368,752</b>	<b>\$324,511</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$3,526,486</b>	<b>\$3,039,895</b>
<b>To Private Individuals</b>	<b>\$3,544,919</b>	<b>\$3,057,874</b>
Temporary Payroll	\$280,377	\$280,377
Ongoing Payroll	\$3,264,541	\$2,777,496
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>(\$18,433)</b>	<b>(\$17,978)</b>
Increase in Property Tax Revenue	(\$40,145)	(\$36,708)
Temporary Jobs - Sales Tax Revenue	\$1,717	\$1,717
Ongoing Jobs - Sales Tax Revenue	\$19,995	\$17,012
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$184,336</b>	<b>\$159,009</b>
<b>To the Public</b>	<b>\$184,336</b>	<b>\$159,009</b>
Temporary Income Tax Revenue	\$12,617	\$12,617
Ongoing Income Tax Revenue	\$146,904	\$124,987
Temporary Jobs - Sales Tax Revenue	\$1,963	\$1,963
Ongoing Jobs - Sales Tax Revenue	\$22,852	\$19,442
<b>Total Benefits to State &amp; Region</b>	<b>\$3,710,822</b>	<b>\$3,198,905</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,039,895	\$306,692	10:1
State	\$159,009	\$17,819	9:1
<b>Grand Total</b>	<b>\$3,198,905</b>	<b>\$324,511</b>	<b>10:1</b>

\*Discounted at 2%

## Additional Comments from IDA

ST-60- \$361,965

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

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

MICBARCEER REALTY Co. INC.  
(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

**NIAGARA COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION FOR FINANCIAL ASSISTANCE**

**I. APPLICANT INFORMATION**

Company Name: MICBARCER REALTY COMPANY

Mailing Address: 4625 WITMER RD.

City/Town/Village & Zip code: NIAGARA FALLS, NY 14305

Phone: 716-282-1218 716-998-1763

Website: \_\_\_\_\_

Fed Id. No.: 16-0905605

Contact Person, and Title: MICHAEL A. CERRONE, PRESIDENT

Email: MCERR27388@AOL.COM

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

MICHAEL A. CERRONE 18% OWNERSHIP

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

**Form of Entity**

**Corporation**

Date of Incorporation: MAY 1961  
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: \_\_\_\_\_

Contact Person, and Title: THOMAS J. CASERTA JR.

Mailing Address: 800 MAIN ST. #4C

City/Town/Village & Zip code: NIAGARA FALLS, NY 14301

Email: \_\_\_\_\_

Phone: 716.284.7886

Fax No.: \_\_\_\_\_

II. PROJECT INFORMATION

A) Project Address: 298 HYDE PARK BLVD. NIAGARA FALLS, NY 14303

Tax Map Number (SBL) 159.12-2-2  
(Section/Block/Lot)

SWIS Number 29100

Located in City of NIAGARA FALLS

Located in Town of \_\_\_\_\_

Located in Village of \_\_\_\_\_

School District of NIAGARA FALLS

B) Current Assessment of Property:

Land \$122,000.00

Total \$225,000.00

C) Present legal owner of the site MICBARCER REALTY COMPANY

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

D) Describe the project:

COMPLETE RENOVATION OF BUILDING INTERIOR FOR  
WAREHOUSING AND CONSTRUCTION OF COMMERCIAL PREP  
KITCHEN.

1. Project site (land)

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

15,000 SQUARE FEET

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

WAREHOUSE

2. Indicate number, size (in square feet) and approximate age of existing buildings on site

15,000 SQ FT. 60 YEARS OLD

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.

NO

4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.

YES. FULL RENOVATION OF BUILDING W/ COMMERCIAL PREP KITCHEN.

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.

15,000 SF. - DELAWARE NORTH - COMMISSARY KITCHEN. <sup>WARE HOUSING</sup>

6. List principal items/categories of equipment to be acquired as part of the project.

- COMMERCIAL KITCHEN EQUIPMENT - FRIDGES, FREEZERS, Ovens, stoves, etc.

7. Has construction work on this project begun?

NO

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



- 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	\$ 0	
Construction (Improvements)	\$ 400,000.00	
Equipment Purchases/Fixtures/Furnishings	\$ 150,000.00	
Soft costs (i.e. engineering, architectural)	\$ 25,000.00	
Other (describe) NIAGARA COUNTY FACADE GRANT	\$ 23,930.00	
TOTAL USES OF FUNDS	\$ 598,930.00	0

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

Bank Financing	\$ 475,000	
Equity	\$ 100,000	
Grants/Tax Credits	\$ 23,930.00	
Taxable or Tax Exempt Bond	\$	
Other	\$	
TOTAL SOURCES OF FUNDS	\$ 598,930	0

C) Identify each state and federal grant/credit:

	\$
	\$
	\$
	\$
TOTAL PUBLIC FUNDS	\$

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. EMPLOYMENT PLAN

	# of Retained Jobs	Retained Jobs Average Annual Salary	# of Created Jobs (3 yrs after project completion)	Created Jobs Average Annual Salary
Full Time	1	\$37,500	2	\$37,500
Part time	8	\$13,500	6	\$13,500
TOTAL FTEs	5	\$145,500	5	\$118,500

Annual Salary Range of Jobs to be Created: \$ 13,500 to \$ 40,000

Category of Jobs to be Retained and Created:

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

WAREHOUSE MANAGER, WAREHOUSE  
PRODUCTION, BOOK KEEPING

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 Entitle") 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.

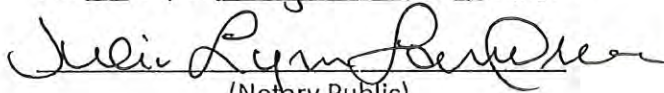
STATE OF NEW YORK )  
COUNTY OF ) ss.:

Michael A. CERRONE, being first duly sworn, deposes and says:

1. That I am the PRESIDENT (Corporate Office) of MICBARCEK REALTY (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 3<sup>rd</sup> day of August, 2022

  
(Notary Public)

Julie Lynn Lamoreaux  
Notary Public, State of New York  
Registration No. 01LA6421616  
Qualified in Erie County  
My Commission Expires September 7, 2025

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, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) 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 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 costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

Michael A. Cerrone  
(Applicant Signature)

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

Name: MICHAEL A. CERRONE

Title: PRESIDENT

Julie Lynn Lamoreaux  
(Notary Public)

Julie Lynn Lamoreaux  
Notary Public, State of New York  
Registration No. 01LA6421615  
Qualified in Erie County  
My Commission Expires September 7, 2025

Sworn to before me this 3<sup>rd</sup> day  
of August 2022

[stamp]

**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
\$423,930	\$550,000	9.588842	38,757,302.00	19.579609

\*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%	\$ 1,055	\$ 4,263	\$ 2,154	\$ 7,472	\$ 37,359	\$ 29,887
2	20%	\$ 1,055	\$ 4,263	\$ 2,154	\$ 7,472	\$ 37,359	\$ 29,887
3	30%	\$ 1,582	\$ 6,395	\$ 3,231	\$ 11,208	\$ 37,359	\$ 26,151
4	30%	\$ 1,582	\$ 6,395	\$ 3,231	\$ 11,208	\$ 37,359	\$ 26,151
5	40%	\$ 2,110	\$ 8,527	\$ 4,308	\$ 14,944	\$ 37,359	\$ 22,415
6	40%	\$ 2,110	\$ 8,527	\$ 4,308	\$ 14,944	\$ 37,359	\$ 22,415
7	40%	\$ 2,110	\$ 8,527	\$ 4,308	\$ 14,944	\$ 37,359	\$ 22,415
8	40%	\$ 2,110	\$ 8,527	\$ 4,308	\$ 14,944	\$ 37,359	\$ 22,415
9	40%	\$ 2,110	\$ 8,527	\$ 4,308	\$ 14,944	\$ 37,359	\$ 22,415
10	50%	\$ 2,637	\$ 10,658	\$ 5,384	\$ 18,680	\$ 37,359	\$ 18,680
11	50%	\$ 2,637	\$ 10,658	\$ 5,384	\$ 18,680	\$ 37,359	\$ 18,680
12	50%	\$ 2,637	\$ 10,658	\$ 5,384	\$ 18,680	\$ 37,359	\$ 18,680
13	50%	\$ 2,637	\$ 10,658	\$ 5,384	\$ 18,680	\$ 37,359	\$ 18,680
14	50%	\$ 2,637	\$ 10,658	\$ 5,384	\$ 18,680	\$ 37,359	\$ 18,680
15	50%	\$ 2,637	\$ 10,658	\$ 5,384	\$ 18,680	\$ 37,359	\$ 18,680
<b>TOTAL</b>		<b>\$ 31,643</b>	<b>\$ 127,899</b>	<b>\$ 64,613</b>	<b>\$ 224,155</b>	<b>\$ 560,387</b>	<b>\$ 336,232</b>

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

617.20  
Appendix B  
Short Environmental Assessment Form

**Instructions for Completing**

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

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

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: <b>MICBARCER REALTY WAREHOUSE RENOVATION</b>			
Project Location (describe, and attach a location map): <b>298 HYDE PARK BLVD. NIAGARA FALLS, NY</b>			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor: <b>MICHAEL CERRONE</b>		Telephone: <b>716.998.1763</b>	
Address: <b>4625 WITMER RD.</b>		E-Mail: <b>MCERR27388@AOL.COM</b>	
City/PO: <b>NIAGARA FALLS</b>		State: <b>NY</b>	Zip Code: <b>14305</b>
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"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: <b>CITY OF NIAGARA FALLS CODE ENFORCEMENT</b>			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<u>1.5</u> acres	
b. Total acreage to be physically disturbed?		<u>.34</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>1.5</u> acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>MICHAEL A. CERONE</u>	Date: <u>7.15.22</u>	
Signature: <u>[Handwritten Signature]</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance.** The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
NCIDA	8/5/22
Name of Lead Agency	Date
SLAM	EM
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

**8.3**

**OAHS NIAGARA  
TOWERS TC LLC**

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

OAHS Niagara Towers TC LLC

---

(Applicant Name)

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

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

<http://niagaracountybusiness.com>

Updated 2021

- 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: OAHS Niagara Towers TC LLC

Mailing Address: 980 Sylvan Avenue

City/Town/Village & Zip code: Englewood Cliffs, New Jersey 07632

Phone: 2017933121

Website: https://orbachhousing.com/

Fed Id. No.: 88-1752478

Contact Person, and Title: Jay Reinhard, President

Email: jay@oahsaffordable.com

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

No individuals own 15% or more

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

#### Form of Entity

**Corporation**

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**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 <sup>2</sup> \_\_\_\_\_)

Date of organization: 03/24/2022

State of Organization: New York

**Sole Proprietorship**

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

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Nixon Peabody LLP (Transaction Counsel) and Cannon Heyman & Weiss LLP (IDA Counsel)

Contact Person, and Title: Aaron Yowell (Nixon) and Stephen Yonaty (Cannon)

Mailing Address: 55 West 46th Street (Nixon) and 726 Exchange St, Suite 500 (Cannon)

City/Town/Village & Zip code: New York, NY 10036 and Buffalo, NY 14210 (Cannon)

Email: ayowell@nixonpeabody.com (Nixon) and syonaty@chwattys.com (Cannon)

Phone: 2129403161

Fax No.: \_\_\_\_\_

**II. PROJECT INFORMATION**

A) Project Address: 901 Cedar Avenue

Tax Map Number (SBL) 144.78-3-2.21  
(Section/Block/Lot)  
SWIS Number 291100  
Located in City of Niagara Falls  
Located in Town of \_\_\_\_\_  
Located in Village of \_\_\_\_\_  
School District of Niagara Falls

B) Current Assessment of Property:

Land \$22,900  
Total \$3,171,900

C) Present legal owner of the site LH Niagara Towers LLC

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

\_\_\_\_\_

D) Describe the project:

Niagara Towers is a 200 unit (plus 1 super's unit) affordable housing project  
targeting senior households with an income of 60% AMI or less. Additional  
information is included in an attachment.

1. Project site (land)

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

1.16 Acres

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

Affordable Housing for Seniors

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
 One building, 144,300 Sq ft and 42 years  
 \_\_\_\_\_
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.  
 N/A  
 \_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes,  
 indicate nature of expansion and/or renovation.  
 See attachment.  
 \_\_\_\_\_
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.  
 N/A  
 \_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Has construction work on this project begun?  
 No  
 \_\_\_\_\_

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:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



- 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:

See attached chart for Sources & Uses

Property Acquisition	\$	
Construction (Improvements)	\$	
Equipment Purchases/Fixtures/Furnishings	\$	
Soft costs (i.e. engineering, architectural)	\$	
Other (describe)	\$	
TOTAL USES OF FUNDS	\$	0

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

See attached chart for Sources & Uses

Bank Financing	\$	
Equity	\$	
Grants/Tax Credits	\$	
Taxable or Tax Exempt Bond	\$	
Other	\$	
TOTAL SOURCES OF FUNDS	\$	0

C) Identify each state and federal grant/credit:

Tax Credit Equity	\$	14,880,129
MPP Grant	\$	530,000
	\$	
	\$	
TOTAL PUBLIC FUNDS	\$	15,410,129

**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 <i>(3 yrs after project completion)</i>	Created Jobs Average Annual Salary
Full Time	6	\$ 44,000	1	\$ 48,000
Part time	1	\$ 39,000	0	\$ 0
<b>TOTAL FTEs</b>	<b>7</b>	<b>\$ 83,000</b>	<b>1</b>	<b>\$ 48,000</b>

Annual Salary Range of Jobs to be Created: \$ 46,000 \_\_\_\_\_ to \$ 48,000 \_\_\_\_\_

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

Job Categories (ie. Management, Administrative, Production, etc.) Management,  
Administrative, Social Service, Maintenance

## 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 Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") 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. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- 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.:

Jay Reinhard, being first duly sworn, deposes and says:

1. That I am the President (Corporate Office) of OAHS Niagara Towers TC I (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 6<sup>th</sup> day of July, 2022

Paige Papageorgiou  
(Notary Public)

PAIGE PAPAGEORGIU  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 9, 2027

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, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) 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 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 costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.



(Applicant Signature)

By: OAHS Niagara Towers TC LLC

Name: Jay Reinhard

Title: President

  
(Notary Public)

PAIGE PAPAGEORGIU  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 9, 2027

Sworn to before me this 6th day

[stamp]

of July, 2022

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**Instructions for Completing**

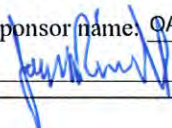
**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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>			
Sponsor is Orbach Affordable Housing Solutions. The applicant is OAHS Niagara Towers TC LLC.			
Name of Action or Project: Niagara Towers			
Project Location (describe, and attach a location map): 901 Cedar Avenue, Niagara Falls, Niagara, New York 14301			
Brief Description of Proposed Action: The project is a 100% affordable housing project consisting of 200 units (plus 1 super's unit) targeting senior households with an income of 60% AMI or less. The project will undergo extensive rehabilitation including renovating the interiors of all units and common areas, upgrading all electrical equipment to energy efficient equipment, updating the building envelope and improving various site features. Tax exempt bonds are being requested from Niagara County IDA to acquire, rehabilitate and preserve this 100% affordable housing project for seniors. The building also has an existing HAP contract for 100% of the units, which will be extended for another 20 years.			
Name of Applicant or Sponsor: OAHS Niagara Towers TC LLC		Telephone: (201) 793-3121	
		E-Mail: <a href="https://orbachhousing.com">https://orbachhousing.com</a>	
Address: 980 Sylvan Avenue			
City/PO: Englewood Cliffs		State: New Jersey	Zip Code: 07632
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: 4% Tax credits from New York State Homes and Community Renewal (HCR), MPP Grant funds from New York State Energy Research and Development Authority (NYSERDA) and Section 8 HAP Contract for 200 units.			NO <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 1.16 acres	
b. Total acreage to be physically disturbed?		_____ 1.16 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 1.16 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			





18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	<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: _____ Niagara Falls Housing Authority (east adjoining) produces waste including ignitable waste, lead, etc. No violations have been reported.	NO	YES
	<input type="checkbox"/>	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: QAHS Niagara Towers TC LLC	Date: 7/6/22	
Signature: 		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/> <input type="checkbox"/>	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

II.D Describe the Project:

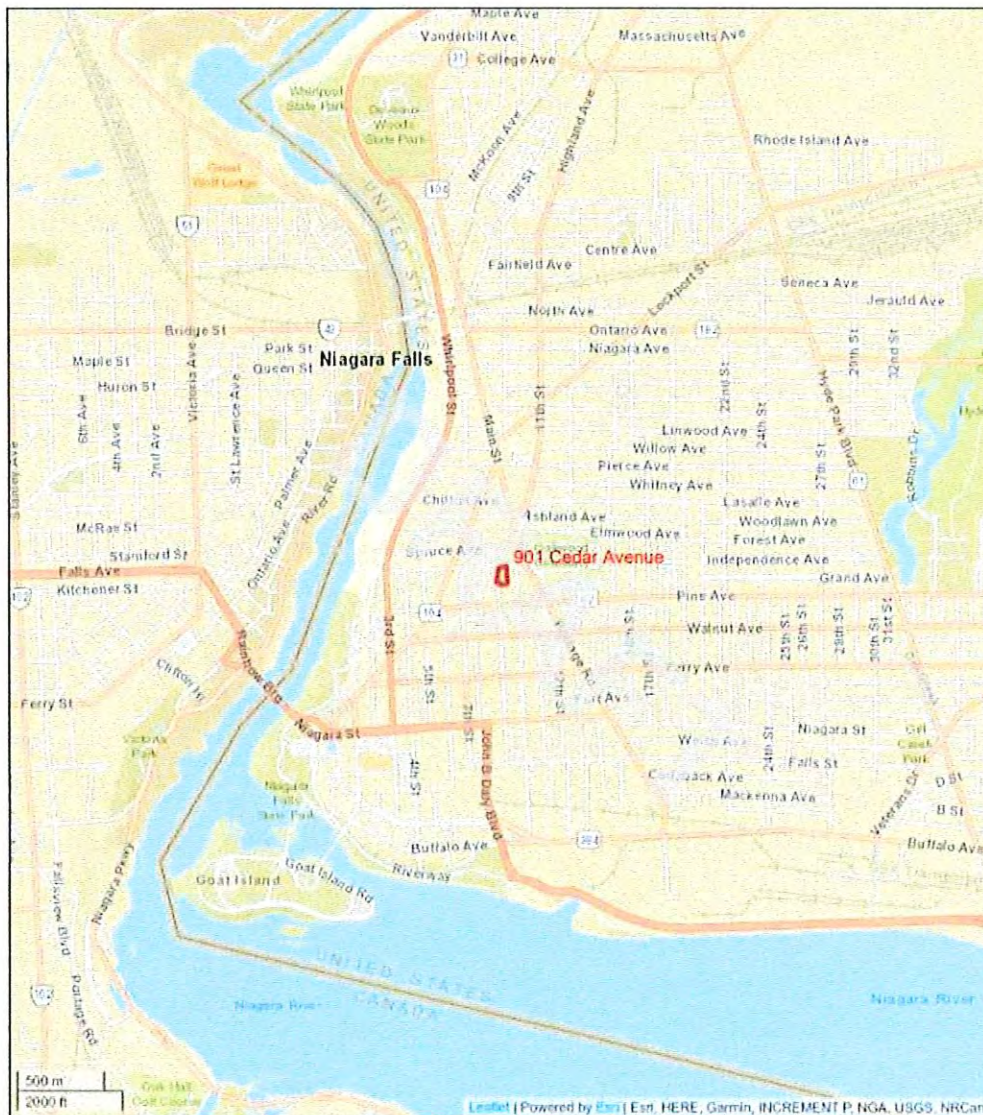
*Niagara Towers is a 200-unit (plus 1 super's unit) affordable housing project targeting senior households with an income of 60% AMI or less. Currently, the property is an 18-story building that was originally developed in 1980 with a renovation performed in 2007. Onsite amenities include a leasing office, community room and a laundry room. Tax exempt bonds are being requested from Niagara County IDA to acquire, rehabilitate and preserve this 100% affordable housing project for seniors. The building also has an existing HAP contract for 100% of the units, which will be extended for another 20 years.*

II.D.4 Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.

*The project will undergo extensive rehabilitation including renovating the interiors of all units and common areas, upgrading all electrical equipment to energy efficient equipment, updating the building envelope, and improving various site features.*

**Section III, A & B: Sources & Uses of Funds**

<b><u>Construction</u></b>		<b><u>Permanent</u></b>	
<b><u>Sources</u></b>		<b><u>Sources</u></b>	
Tax Exempt Bonds Tranche A	\$ 16,714,742	Tax Exempt Bonds Tranche A	\$ 16,714,742
Tax Exempt Bonds Tranche B	\$ 2,650,000	Tax Exempt Bonds Tranche B	\$ -
Tax Credit Equity	\$ 10,947,311	Tax Credit Equity	\$ 14,880,129
Seller's Note	\$ 4,393,404	Seller's Note	\$ 4,433,061
Interim Income	\$ 259,718	Interim Income	\$ 259,718
Deferred Developer Fee	\$ -	Deferred Developer Fee	\$ 2,494,287
NYSERDA MPP Grant	\$ -	NYSERDA MPP Grant	\$ 530,000
Gap	\$ -	Gap	\$ -
<b>TOTAL SOURCES</b>	<b>\$ 34,965,175</b>	<b>TOTAL SOURCES</b>	<b>\$ 39,311,937</b>
<b><u>Uses</u></b>		<b><u>Uses</u></b>	
Acquisition Costs	\$ 18,000,000	Acquisition Costs	\$ 18,000,000
Construction Costs	\$ 14,074,394	Construction Costs	\$ 14,074,394
Soft Costs	\$ 2,390,781	Soft Costs	\$ 3,225,497
Developer Fees	\$ 500,000	Developer Fees	\$ 4,012,046
<b>TOTAL USES</b>	<b>\$ 34,965,175</b>	<b>TOTAL USES</b>	<b>\$ 39,311,937</b>



**8.4**

**OAHS URBAN  
TOWERS TC LLC**

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

OAHS Urban Park TC LLC

---

(Applicant Name)

6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132  
Phone: 716-278-8760 Fax: 716-278-8769  
<http://niagaracountybusiness.com>

Updated 2021

- 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: OAHS Urban Park TC LLC

Mailing Address: 980 Slyvan Avenue

City/Town/Village & Zip code: Englewood Cliffs, New Jersey 07632

Phone: 2017933121

Website: https://orbachhousing.com/

Fed Id. No.: 88-1893246

Contact Person, and Title: Jay Reinhard, President

Email: jay@oahsaffordable.com

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

No individuals own 15% or more

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

#### Form of Entity

**Corporation**

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**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 2 )

Date of organization: 03/24/2022

State of Organization: New York

**Sole Proprietorship**

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

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Nixon Peabody LLP (Deal Legal Counsel) and Cannon Heyman & Weiss LLP (IDA Counsel)

Contact Person, and Title: Aaron Yowell (Nixon) and Stephen Yonaty (Cannon)

Mailing Address: 55 West 46th Street (Nixon) and 726 Exchange St, Suite 500 (Cannon)

City/Town/Village & Zip code: New York, NY 10036 and Buffalo, NY 14210 (Cannon)

Email: ayowell@nixonpeabody.com (Nixon) and syonaty@chwattys.com (Cannon)

Phone: 2129403161

Fax No.: \_\_\_\_\_

**II. PROJECT INFORMATION**

**A) Project Address:** 77 Main Street

Tax Map Number (SBL) 109.55-1-7  
(Section/Block/Lot)  
SWIS Number 290900  
Located in City of Lockport  
Located in Town of Lockport  
Located in Village of \_\_\_\_\_  
School District of Lockport

**B) Current Assessment of Property:**

Land \$29,900  
Total \$2,649,200

**C) Present legal owner of the site** LH Urban Park Towers LLC

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

\_\_\_\_\_

**D) Describe the project:**

Urban Park Towers is a 150 unit (plus 1 super's unit) 100% affordable senior  
housing project targeting households with an income of 60% AMI or less. The  
building is 12 stories tall and was originally built in 1978 with renovations  
in 2007. See attachment for additional information.

1. Project site (land)

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

.73 Acres

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

Senior Affordable Housing

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
One building, 108,630 Sq ft and 44 years  
\_\_\_\_\_
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.  
N/A  
\_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.  
See attachment.  
\_\_\_\_\_
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.  
N/A  
\_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has construction work on this project begun?  
No  
\_\_\_\_\_

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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:

See attached chart for Sources & Uses

Property Acquisition	\$
Construction (Improvements)	\$
Equipment Purchases/Fixtures/Furnishings	\$
Soft costs (i.e. engineering, architectural)	\$
Other (describe)	\$
TOTAL USES OF FUNDS	\$ 0

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

See attached chart for Sources & Uses

Bank Financing	\$
Equity	\$
Grants/Tax Credits	\$
Taxable or Tax Exempt Bond	\$
Other	\$
TOTAL SOURCES OF FUNDS	\$ 0

C) Identify each state and federal grant/credit:

Tax Credit Equity	\$ 12,394,113
MPP Grant	\$ 397,500
	\$
	\$
TOTAL PUBLIC FUNDS	\$ 12,791,613

**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 <i>(3 yrs after project completion)</i>	Created Jobs Average Annual Salary
Full Time	5	\$ 38,000	1	\$ 42,000
Part time			0	\$ 0
<b>TOTAL FTEs</b>	<b>5</b>	<b>\$ 38,000</b>	<b>1</b>	<b>\$ 42,000</b>

Annual Salary Range of Jobs to be Created: \$ 42,000 \_\_\_\_\_ to \$ 43,000 \_\_\_\_\_

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

Job Categories (ie. Management, Administrative, Production, etc.) Management,  
Administrative, Social Service, Maintenance

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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 Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") 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. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- 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.:

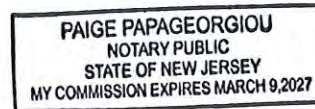
Jay Reinhard, being first duly sworn, deposes and says:

1. That I am the President (Corporate Office) of OAHS Urban Park TC LLC (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 6<sup>th</sup> day of July, 2022

Paige Papageorgiou  
(Notary Public)



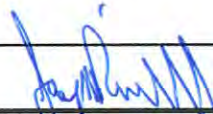
This Application should be submitted to the Niagara County Industrial Development Agency, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132.

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, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) 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 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 costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.



(Applicant Signature)

By: OAHS Urban Park TC LLC

Name: Jay Reinhard

Title: President

  
(Notary Public)

PAIGE PAPAGEORGIU  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 9, 2027

Sworn to before me this 6th day

[stamp]

of July, 2022

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

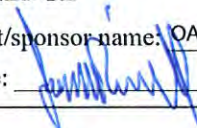
**Instructions for Completing**

**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>			
Sponsor is Orbach Affordable Housing Solutions. The applicant is OAHS Urban Park TC LLC.			
Name of Action or Project: Urban Park Towers			
Project Location (describe, and attach a location map): 77 Main St, Lockport, NY 14094			
Brief Description of Proposed Action: The project is a 100% affordable housing project consisting of 150 units (plus 1 super's unit) targeting senior households with an income of 60% AMI or less. The project will undergo extensive rehabilitation including renovating the interiors of all units and common areas, upgrading all electrical equipment to energy efficient equipment, updating the building envelope and improving various site features. Tax exempt bonds are being requested from Niagara County IDA to acquire, rehabilitate and preserve this 100% affordable housing project for seniors. The building also has an existing HAP contract for 100% of the units, which will be extended for another 20 years.			
Name of Applicant or Sponsor: OAHS Urban Park TC LLC		Telephone: (201) 793-3121	
		E-Mail: <a href="https://orbachhousing.com">https://orbachhousing.com</a>	
Address: 980 Sylvan Avenue			
City/PO: Englewood Cliffs		State: New Jersey	Zip Code: 07632
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"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: 4% Tax credits from New York State Homes and Community Renewal (HCR), MPP Grant funds from New York State Energy Research and Development Authority (NYSERDA) and Section 8 HAP Contract for 150 units.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ .73 acres	
b. Total acreage to be physically disturbed?		_____ .73 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ .73 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>		
b. Consistent with the adopted comprehensive plan?	<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"/>		
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"/>		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>		
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>		
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<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: Upgrading all electrical equipment with energy efficiency equipment, replacing light fixtures with LED lighting, and replacing all major systems including elevators and heating systems.	NO	YES	
	<input 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"/>		
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>		
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>		
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>		
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>		
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: _____	<input checked="" 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 type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>		
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" 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? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES			
Discharged to the City of Lockport stormwater system via underground conduits from roof drains as well as direct percolation to ground surface in landscaped areas.			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<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"/>	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: OAHS Urban Park TC LLC		Date: 7/6/22
Signature: 		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/> <input type="checkbox"/>	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

II.D Describe the Project:

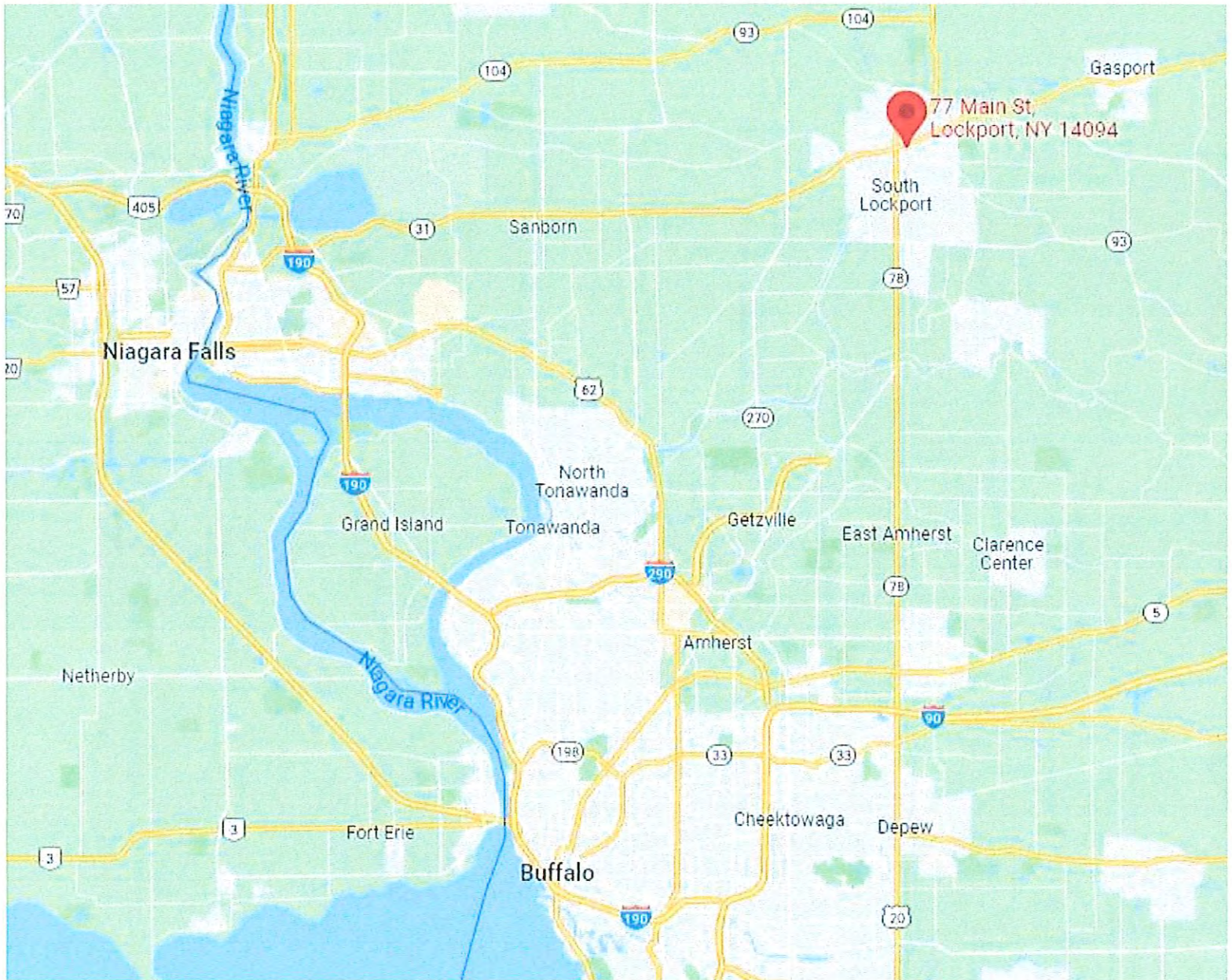
*Urban Park Towers is a 150 unit (plus 1 super's unit) 100% affordable senior housing project targeting households with an income of 60% AMI or less. The building is 12 stories tall and was originally built in 1978 with renovations in 2007. Onsite amenities include a leasing office, community room with kitchen, a library, and laundry rooms. Tax exempt bonds are being requested from Niagara County IDA to acquire, rehabilitate and preserve this 100% affordable housing project for seniors. The building also has an existing HAP contract for 100% of the units, which will be extended for another 20 years.*

II.D.4 Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.

*The project will undergo extensive rehabilitation including renovating the interiors of all units and common areas, upgrading all electrical equipment to energy efficient equipment, updating the building envelope, and improving various site features.*

**Section III, A & B: Sources & Uses of Funds**

<b><u>Construction</u></b>		<b><u>Permanent</u></b>	
<b><u>Sources</u></b>		<b><u>Sources</u></b>	
Tax Exempt Bonds Tranche A	\$ 13,341,590	Tax Exempt Bonds Tranche A	\$ 13,341,590
Tax Exempt Bonds Tranche B	\$ 3,200,000	Tax Exempt Bonds Tranche B	\$ -
Tax Credit Equity	\$ 7,900,007	Tax Credit Equity	\$ 12,394,113
Seller's Note	\$ 5,289,026	Seller's Note	\$ 5,113,938
Interim Income	\$ -	Interim Income	\$ -
Deferred Developer Fee	\$ -	Deferred Developer Fee	\$ 2,342,202
NYSERDA MPP Grant	\$ -	NYSERDA MPP Grant	\$ 397,500
Gap	\$ -	Gap	\$ -
<b>TOTAL SOURCES</b>	<b>\$ 29,730,623</b>	<b>TOTAL SOURCES</b>	<b>\$ 33,589,343</b>
<b><u>Uses</u></b>		<b><u>Uses</u></b>	
Acquisition Costs	\$ 18,000,000	Acquisition Costs	\$ 18,000,000
Construction Costs	\$ 9,467,700	Construction Costs	\$ 9,467,700
Soft Costs	\$ 2,162,923	Soft Costs	\$ 2,810,218
Developer Fees	\$ 100,000	Developer Fees	\$ 3,311,425
<b>TOTAL USES</b>	<b>\$ 29,730,623</b>	<b>TOTAL USES</b>	<b>\$ 33,589,343</b>





**8.5**

**COVID RELIEF**

**FOR SMALL**

**BUSINESS GRANT**

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**the Harrison Studio**  
160 Washburn Street, Suite 200  
P.O. Box 473  
Lockport, New York 14095  
Tel: (716) 462-6600  
Fax: (716) 201-1738

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: July 12, 2022  
Re: COVID Relief for Small Business Grant Fund Application – Niagara Bookkeeping & Accounting

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### Applicant

Company: Niagara Bookkeeping & Accounting  
Owners: Michael Gawel (100%)

### Eligibility

Location: 118 87<sup>th</sup> Street, Niagara Falls, NY 14304  
For-profit: Yes  
Pre-COVID: Operating  
Current: Not Operating. The business was shut down after the owner contracted Covid-19 and was unable to meet its obligations. Plans to use this grant to open a new, more modern office under the same corporation.  
Distress: The owner contracted Covid-19 in November of 2020 and took several months to recover. As a small accounting firm, he was unable to generate revenue during that time and thus could not make rent and utility payments, causing him to lose his office space.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will be made available to LMI persons. Their application notes that it will be an administrative assistant job.

### Use of Funds

Funds will be used for office equipment and supplies, signage, furniture and fixtures, and working capital.

### Credit Summary

A D&B report was obtained for the company on 7/12/2022. The report determined that the business has a moderate risk of financial distress and delinquency. This supports the owner's narrative stating that contracting the Covid-19 virus caused them to lose revenue and clients in 2020 and 2021. The D&B report does not portray the business's financial condition as being so severe that it could not recover, even with grant assistance.

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### CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards office equipment and supplies, signage, furniture and fixtures, and working capital, with all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – Prior to the owner becoming sick with Covid-19, the Applicant turned a profit in 2020. With assistance from this Grant to modernize the company's office, it's feasible that the company could turn a profit again in a relatively short period of time.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

### Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

The owner using the grant funds to re-opening his business and investing in more modern technology, including computer hardware and software, to enable the processing of tax returns to be done remotely.

### Recommendation

Applicant can be conditionally approved for a grant of up to \$35,000 based upon the creation of at least 1 FTE that will be made available to LMI persons.

---

**the Harrison Studio**  
160 Washburn Street, Suite 200  
P.O. Box 473  
Lockport, New York 14095  
Tel: (716) 462-6600  
Fax: (716) 201-1738

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: July 28, 2022  
Re: COVID Relief for Small Business Grant Fund Application – R&B Rock Gym, Inc.

---

### Applicant

Company: R&B Rock Gym, Inc.  
Owners: Rhonda McGuire (50%)  
William McGuire (50%)

### Eligibility

Location: 1333 Strad Ave, North Tonawanda, NY 14120  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Revenue decreased by 67% from 2019 to 2020 due to Covid, which required the business to close for 4 months in 2020.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will made available or awarded to LMI persons. Their application notes that there will be one full time manager position and three part time staff positions created.

### Use of Funds

Funds will be used for working capital, fixtures, equipment, and inventory.

### Credit Summary

Equifax credit reports were obtained for Rhonda and William McGuire which show respective scores of 784 and 796, both representing excellent credit. Neither has any charge off, bankruptcies, collections, or delinquencies to speak of.

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### CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital, fixtures, equipment, and inventory, with all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – As a rock climbing / fitness facility, their business was heavily impacted by Covid-19 in 2020. Prior to Covid, the company operated at a breakeven level in 2019 when adding back depreciation and owner’s compensation. They also had repairs and maintenance of \$64,457 in 2019 against \$269,775 in total revenue, suggesting that there were significant “one-time” expenses. Based on those figures, the business appears to be feasible going forward, particularly with grant assistance to support safety protocols and increase staffing.

**Reasonable Return on Equity** – There is nothing in the company’s historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

### Connection to Coronavirus

Per Niagara County’s application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

### Recommendation

Applicant can be conditionally approved for a grant of up to \$50,000 based upon the creation of at least 1 FTE that will be made available or awarded to LMI persons.

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**the Harrison Studio**  
160 Washburn Street, Suite 200  
P.O. Box 473  
Lockport, New York 14095  
Tel: (716) 462-6600  
Fax: (716) 201-1738

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: August 3, 2022  
Re: COVID Relief for Small Business Grant Fund Application – Willber & Company Business Solutions, Inc.

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### Applicant

Company: Willber & Company Business Solutions, Inc.  
Owners: William Barrons (100%)

### Eligibility

Location: 504 Cayuga Dr., Niagara Falls, NY 14304  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Revenue decreased by 27% from 2019 to 2020 due to Covid, which severely affected the food service industry.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will made available or awarded to LMI persons. Their application states that they will create 5 total FTE positions such as cooks, waitresses and bus staff.

### Use of Funds

Funds will be used for working capital, furniture, fixtures, equipment, and inventory.

### Credit Summary

An Equifax credit report was obtained for William Barrons on 8/3/22 showing a score of 758, representing excellent credit. The report showed no charge offs, bankruptcies, or collections, and one 30-day delinquency which is now current.

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### CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital, furniture, fixtures, equipment, and inventory, with all costs to be incurred prior to September 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – The business operated at a breakeven level in 2019 prior to Covid effects. While 2020 brought a decrease in revenue, the business only incurred a loss of \$17,590. The company provided projections which show a return to profitability in 2022 and 2023, which seems reasonable based on returning customer demand as Covid subsides. The business appears to be financially feasible going forward.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

### Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

### Recommendation

Applicant can be conditionally approved for a grant of up to \$35,000 based upon the creation of at least 1 FTE that will be made available or awarded to LMI persons.

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: August 3, 2022  
Re: COVID Relief for Small Business Grant Fund Application – The Original Ventry's  
Pizza Shop

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### Applicant

Company: Robert Ventry d/b/a Ventry's Pizza Shop  
Owners: Robert Ventry (100%)

### Eligibility

Location: 6926 Buffalo Avenue, Niagara Falls, NY 14304  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Revenue decreased by 19% from 2019 to 2020 due to Covid, which severely affected the food service industry.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will made available or awarded to LMI persons. Their application states that they will create 1.5 total FTE positions between one cook and one counter clerk.

### Use of Funds

Funds will be used for working capital, furniture, fixtures, equipment, and inventory.

### Credit Summary

An Equifax credit report was obtained for Robert Ventry on 8/3/22 showing a score of 657, representing fair credit. The report showed no charge offs, bankruptcies, or collections. There were many 30, 60 and 90-day delinquencies reported on a mortgage that was paid off in 2019.



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### CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital, furniture, fixtures, equipment, and inventory, with all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – The business turned a small profit in 2019 prior to Covid effects. While 2020 brought a decrease in revenue, the business was still able to break even. The owner's personal credit score and significant past delinquency is a red flag, however, this is mitigated by the fact that the business has been able to maintain operations for 30 years. Based on their longevity and financial performance during Covid, the business appears to be feasible going forward.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

### Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

### Recommendation

Applicant can be conditionally approved for a grant of up to \$25,000 based upon the creation of at least 1 FTE that will be made available or awarded to LMI persons.

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: July 28, 2022  
Re: COVID Relief for Small Business Grant Fund Application – Joycash LLC

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### Applicant

Company: Joycash LLC  
Owners: James Joyce (100%)

### Eligibility

Location: 2744 Thornwood Dr, Niagara Falls, NY 14304  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Revenue decreased by 83% from 2019 to 2020 due to Covid, which significantly decreased travel and tourism.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will made available or awarded to LMI persons. Their application states that four part time sales clerk positions, totaling 2 FTEs, along with one sales manager position, will be created.

### Use of Funds

Funds will be used for working capital, equipment and tech upgrades, safety equipment, and inventory.

### Credit Summary

An Equifax credit report was obtained for James Joyce showing a score of 792, representing excellent credit. The report showed no charge offs, bankruptcies, collections, or delinquencies.

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### CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital, equipment and tech upgrades, safety equipment, and inventory, with all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – As a business providing bus tours of the American and Canadian Falls, their revenue was heavily impacted by Covid-19 in 2020. Prior to Covid, the company was profitable in 2019 after adding back a \$70,000 employee benefit line item that went to the owner. The grant will allow the business to support continued safety protocols and update their software and customer engagement equipment. The business appears to be feasible going forward as tourism rebounds from the effects of Covid.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

### Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

### Recommendation

Applicant can be conditionally approved for a grant of up to \$50,000 based upon the creation of at least 1 FTE that will be made available or awarded to LMI persons.

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: August 3, 2022  
Re: COVID Relief for Small Business Grant Fund Application – Urban Legend Studio, LLC

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### Applicant

Company: Urban Legend Studio, LLC  
Owners: Danielle Urban (50%)  
Neal Urban (50%)

### Eligibility

Location: 545 Main St., Youngstown, NY 14174  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Revenue decreased by 29% from 2019 to 2020 due to Covid. Much of their photography business came from weddings and large events which were cancelled or delayed.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will made available or awarded to LMI persons. Their application states that they will create a full-time social media coordinator position.

### Use of Funds

Funds will be used for working capital, equipment, inventory, and payroll.

### Credit Summary

An Equifax credit report was obtained for Danielle and Neal Urban on 8/3/22 showing credit scores of 800 and 813, respectively. These scores represent excellent credit. The report showed no charge offs, bankruptcies, collections, or delinquencies.

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### CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital, equipment, inventory, and payroll, with all costs to be incurred prior to September 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – The business was profitable in both 2019 and 2020, though revenue and profit both decreased in 2020 due to Covid effects. The business still turned an \$80M profit in 2020. Their stated use of the grant funds should help diversify their revenue stream. The business appears feasible moving forward.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

### Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

The photography business is looking to expand their in-studio portrait operations. They were previously reliant on weddings and large events, and they believe this change to their business model will make them more resilient against future pandemics.

### Recommendation

Applicant can be conditionally approved for a grant of up to \$40,000 based upon the creation of at least 1 FTE that will be made available or awarded to LMI persons.

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: August 3, 2022  
Re: COVID Relief for Small Business Grant Fund Application – Alpha Omega Janitorial, Inc.

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### Applicant

Company: Alpha Omega Janitorial, Inc.  
Owners: Mary Jane Bellingham (100%)

### Eligibility

Location: 5253 Paddock Lane, Lewiston, NY 14092  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Revenue decreased by 29% from 2019 to 2020 due to Covid. Client lost commercial cleaning clients when offices were closed during the initial months of the pandemic.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE that will made available or awarded to LMI persons. Their application states that they will create 3 part time cleaning positions.

### Use of Funds

Funds will be used for working capital, equipment, and inventory.

### Credit Summary

An Equifax credit report was obtained for Mary Jane Bellingham on 8/3/22 showing a score of 687, representing good credit. The report showed no charge offs, bankruptcies, or collections. There were four 90-day delinquencies reported on an auto lease that was terminated early in June of 2020 due to the effects of the pandemic.

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## CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital, equipment, and inventory, with all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – The business was operating at a breakeven level in 2019 prior to Covid effects. Revenue and profitability decreased in 2020 as the business saw lost or reduced commercial cleaning contracts due to Covid. As offices and other businesses return to normal operating hours, the demand for cleaning services has increased. The Applicant will use the grant funds to purchase new cleaning contracts from the Coverall franchise, as well purchase supplies and hire staff to perform the work. Based on their Covid recovery plan and financials prior to Covid, the business appears feasible going forward.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

## Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

## Recommendation

Applicant can be conditionally approved for a grant of up to \$40,000 based upon the creation of at least 1 FTE that will be made available or awarded to LMI persons.

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## Memorandum

To: Andrea Klyczek  
From: Michael Zimmerman  
Date: August 4, 2022  
Re: COVID Relief for Small Business Grant Fund Application-Ultimate Physique

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### Applicant

Company: Ultimate Physique, Inc.  
Owners: Karen Muscarella (100%)

### Eligibility

Location: 50 Rogers Avenue, Lockport New York 14094  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: Initial NY PAUSE shutdown the business for nearly 6 months. This closure incurred a significant loss of revenue. Re-opening was slow as many gym members were apprehensive returning due to the mask mandate in place. The company operated at a (\$3,792) deficit in 2020, a (\$10,203) deficit in 2021, and is currently operated at a (\$13,882) deficit year-to-date.  
L/M Micro: N  
L/M Jobs: Business will retain 1 FT position held by an LMI individual.

### Use of Funds

Equipment, working capital, and inventory.

### CDBG Underwriting

**Project Costs** – Applicant will use grant funds for equipment, inventory and working capital, all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.



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**Financial Feasibility** – The 2020 and 2021 Federal income tax returns shows a significant drop in revenues and an operating loss in both 2020 and 2021. The profit and loss statement for 2022 shows an increase of gross sales over pre-pandemic levels, however the company is still operating at a deficit. Owner indicates that continued operation in this manner is not sustainable long-term and applicant is now looking to retain employees and support expanded gym area and operations with the grant assistance.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

#### Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced closure, restricted operations and a significant drop in sales due to the COVID-19 pandemic

#### Job Retention

The company's financial position has been analyzed to demonstrate job retention eligibility. The business is applying for grant assistance based on job retention because their loss of revenue and profitability has been too significant to commit to creating new positions at this time. The funds will be used to fit out and equip a new space within the gym, allowing for more members and services as well as better socially distant operations, which will improve the business's ability to market to and attract new customers. One (1) full time LMI individual employees will be retained with grant assistance. The company's revenue declined by 45% from 2019 to 2020. They also experienced a net operating loss of (\$3,792) in 2020 and (\$10,203) in 2021 due to COVID-19. Information used in this analysis was derived from the Applicant's 2019, 2020, and 2021 Federal Income Tax Returns and a management prepared 2022 financial statement.

#### Recommendation

Applicant can be conditionally approved for a grant of up to \$50,000 based on the retention of 1 FT employee who is a low-to-moderate income person.

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**8.6**

**OFFICE SPACE  
BUILDOUT**

## Office Space Buildout Quotes

**Buffalo Office Interiors Inc.** - \$40,397.00

– Furniture is an additional \$8,000.00

**Prentice Office Environments** - \$28,962.58

– Furniture included in total price \$3,087.79

**D.R. Chamberlain Corporation** - \$30,600.00

– Furniture not included