

**TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY**  
**Agenda – 502<sup>nd</sup> Meeting**  
**July 20, 2018-8:30 am**

**James J. Allen Boardroom**  
**Agency Offices – 4287 Main Street, Amherst, NY 14226**

1. Roll Call of Members
2. Reading and Approval of Minutes
3. Bills & Communications
4. Treasurer's Report
5. Public Comment
  - a. Speakers Limited to Three (3) Minutes
6. Executive Director's Report
7. Committee Reports
8. Unfinished Business
9. New Business
  - a. Shared Services Agreement – AIDA and ADC
  - b. Authorization Resolution - Northtown Center Complex/Willowbrook Hospitality, LLC
10. Adjournment

**TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY**  
**Minutes of the 501<sup>st</sup> Meeting**  
**May 18, 2018– 8:30 am**  
**James J. Allen Board Room**  
**Agency Offices, 4287 Main Street**

PRESENT: Carlton N. Brock, Jr.  
Steven Sanders  
E. Marshall Wood, Jr.  
William W. Tuyn  
Hon. Timothy J. Drury  
David S. Mingoia, Executive Director  
Kevin J. Zanner, Hurwitz & Fine PC  
Jacqueline Berger, TOA Liaison

ABSENT: Michele F. Marconi  
Michael R. Szukala

GUESTS: AIDA Staff  
Lisa Arida, Daemen College  
Gary Olsen, Daemen College  
Terry Gilbride, Hodgson Russ, LLP  
David Tytko, Uniland Development

Chairman Brock called the meeting to order and reminded everyone that the meeting was being audio recorded.

**MINUTES**

The minutes of the March 2018 meeting were approved as presented.

**BILLS & COMMUNICATIONS**

The Agency received the Annual Examination Report from the Town of Amherst Comptroller's Office. The Report states that one property overpaid their PILOT by \$16,577.75 which was subsequently refunded to the property owner. The report noted that the remainder (99.77%) of the AIDA 2018 PILOTS were calculated correctly based on the contractual requirements and assessed value of record with the Town of Amherst and are remitting the proper amounts to the Comptroller's Department.

The Agency received a letter from Supervisor Brian Kulpa regarding the Town of Amherst's application to Governor Cuomo's Downtown Revitalization (DRI) and WNY Smart Growth Community Fund. The letter states that the application will identify projects and public investments that will spur economic growth within Amherst, specifically in the Niagara Falls Boulevard Corridor and the Eggerstville neighborhood.

The Supervisor requested AIDA financial support in the amount of \$4,000 for marketing expenses associated with the DRI application.

Marshall Wood made a motion to approve Supervisor Kulpa's request of \$4,000 to be used for marketing expenses associated with the DRI grant.

Steven Sanders seconded the motion. There was no discussion.

Votes of aye were made by Brock, Sanders, Wood, Tuyn and Drury. The motion to approve the expenditure passed 5-0.

#### **TREASURER'S REPORT**

The Treasurer Reports for March and April 2018 were approved as presented.

#### **PUBLIC COMMENT**

There was no Public Comment at this meeting.

#### **EXECUTIVE DIRECTOR REPORT**

Executive Director's report was presented.

#### **COMMITTEE REPORTS**

There were no Committee Reports at this meeting.

#### **UNFINISHED BUSINESS**

There was no Unfinished Business presented at this meeting.

#### **NEW BUSINESS**

- I. Lease Amendment-45 Bryant Woods, LLC

Company requested Agency consent to enter into a merger transaction whereby 45 Bryant Woods, LLC will merge with 45BW Holding, LLC with substantially the same ownership as 45 Bryant Woods, LLC.

The PILOT agreements will not be affected by this transaction and there will be no additional benefit afforded to the company.

Marshall Wood made a motion to approve the merger request of 45 Bryant Woods, LLC. William Tuyn seconded the motion. There was no discussion.

Votes of aye were cast by Brock, Sanders, Wood, Tuyn and Drury. Motion to approve passed 5-0.

9:01 am – Meeting adjourned.

## **Executive Director's Report**

July 20, 2018

### **Amherst Central Park – Local Waterfront Revitalization Plan**

The Waterfront Advisory Committee held their kick-off meeting for a planning process analyzing over 1,000 acres from Sheridan heading North and bounded by Millersport Highway and North Forest. It is under the auspices of a Local Waterfront Revitalization Plan, which is a New York State Program that assists with technical aspects and grant funding. Conceptually, the vision is how we are going to create a collective center that is considered a great place in the Town. Initial steps include walking tours of the location, boundary setting and a public outreach plan.

### **Invest Buffalo Niagara (InBN) – Prospects/Leads**

Invest Buffalo Niagara started its fiscal year this month and is refocusing its efforts on Canada and International Business Prospects. We currently have a Board seat due to our continued investment in the organization. In addition to implementing its Advanced Business Services Initiative (focused in four areas – Insurance, Back Office, IT Consulting, and Data Processing and Hosting), InBN is also in the early stages of identifying manufacturing sub-sectors based on regional strengths and projected growth opportunities. Nearly 80% of the organizations leads are classified as manufacturing. The other 20% is office.

### **International Economic Development Council (IEDC) Future Forum**

Buffalo hosted this year's IEDC Future Forum. The three-day conference hosted over 300 professionals from as far as Alaska. The focus was on the future, from what is taking place in specific industry sectors (death of large scale malls), changing workforce and employer reactions. Two concepts stuck with me after attending several sessions – *Social Media – Content is Dead*, and *Data Scientists*. We are inundated with data and do not have the time or focus to read everything. Estimates are that we only look at 15-20% of posts on our social media. The mantra used to be that you needed content to lure a prospect in. The next frontier is crafting engagement using social media, mainly by analyzing data to differentiate your message and identify your audience. Data Scientists, one of the fastest growing job opportunities, are becoming more critical to all industries. We have more data available than ever before, but still lack time to analyze and use it effectively. Companies are not always building its analytics teams from purely data science degrees (mathematics, computer science, etc.), but also rounding out groups with art and humanities degrees to provide differing perspectives on approaching problems.

## **Authorities Budget Office (ABO) Report On Public Authorities**

The ABO release its annual report on all authorities (currently 578) in New York State, reporting on staffing levels, compensation, expenses, debt and procurement. The report lists data from 2013-2017 and can be downloaded at:

**<https://www.abo.ny.gov/reports/annualreports/ABO2018AnnualReport.pdf>**

AMENDED AND RESTATED  
SHARED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SHARED SERVICES AGREEMENT (the "Agreement"), made as of the 20<sup>th</sup> day of July, 2018, by and between TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation ("AIDA"), and TOWN OF AMHERST DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation ("ADC") (individually, a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the Town Board of the Town of Amherst has authorized and designated the ADC to act on behalf of the Town of Amherst ("Town") for the purpose of issuing bonds, in accordance with and for the purposes set forth in the resolution of the Town Board of the Town adopted on October 5, 2009, as may be amended by the Town Board from time to time; and

WHEREAS, that such designated powers include those powers described in Section 1411 of the New York Not-For-Profit Corporation Law and its Certificate of Incorporation, with the power to issue tax exempt and taxable bonds, notes, or other obligations on behalf of the Town in furtherance of its purposes; and

WHEREAS, the Parties entered into a Shared Services Agreement dated December 1, 2009, pursuant to which AIDA agreed to provide all administrative and staffing services to the ADC (including but not limited to legal, accounting, marketing, and any other professional services) related to issuance of bond obligations, and the ADC agreed to compensate the AIDA in an amount equal to the administrative fees charged and received by the ADC relative to any bond obligation issued by the ADC on behalf of the Town; and

WHEREAS, Section 1411 of the New York Not-For-Profit Corporation Law authorizes local development corporations to engage in a broader range of economic development activities than industrial development agencies, including the provision by local development corporations of grants and loans of their own funds for economic development purposes; and

WHEREAS, it is contemplated by the Parties that the ADC will have an expanded role in economic development projects in the Town that extends beyond the ADC's current limited role as an issuer of tax exempt and taxable bonds, notes, or other obligations on behalf of the Town; and

WHEREAS, the Parties desire to amend and restate the Shared Services Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

Section 1. Administrative and Staffing Services. AIDA executive and administrative

staff shall provide all administrative and staffing services to the ADC (such services to include, but not be limited to: legal, accounting, marketing, and any other professional services) related to the issuance of bond obligations and other economic development activities undertaken by the ADC (the “Services”).

Section 2. Payment for Services. In consideration for the Services, the ADC shall compensate the AIDA from the administrative fees charged and received by the ADC relative to any bond obligation issued by the ADC on behalf of the Town, and from such other sources of income as the ADC may have from time to time. The AIDA will issue invoices to ADC setting forth the fees due and payable by the ADC for the Services. Such invoices will be issued by the AIDA on not less than an annual basis.

Section 3. Exculpatory Provisions. All covenants, stipulations, promises, agreements and obligations of any Party contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of such Party and not of any member, director, officer, employee or agent of such Party in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer, employee or agent of any of the Parties.

Section 4. Term. Unless otherwise agreed, the term of this Agreement shall continue unless and until any Party delivers a notice of termination to the other Party upon thirty (30) days written notice.

Section 5. Applicable Law. This Agreement shall be governed by and interpreted, construed and enforced in accordance with, and subject to, the laws of the State of New York.

Section 6. Waiver. No waiver by any Party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof.

Section 7. Severability. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Section 8. Captions. The captions herein are for convenience only and are not to be construed as a part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Section 9. Successors and Assigns. The provisions of this Agreement shall bind and benefit the successors and assigns of the Parties hereto, provided that no Party shall assign this Agreement, or any of their rights or obligations hereunder, without the prior written consent of the other Party hereto. This Agreement is made for the sole benefit of the Parties hereto, and no other person or entity shall have any rights hereunder.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11. Notices. All notices that may be given in connection with this Agreement shall be in writing and shall be delivered personally or mailed postage prepaid, by regular mail, to the Party at 4287 Main Street, Amherst, New York 14226. Notices shall be effective from the date of delivery if delivered personally, or from the day of deposit with the U.S. mail, if mailed.

Section 12. Entire Agreement. Each Party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, undertakings or agreements in connection herewith and that this Agreement can be modified only by a written agreement signed by the Parties hereto. All previous negotiations and agreements between the Parties hereto with respect to the transactions set forth herein are merged into this instrument which fully and completely expresses the entire agreement between the Parties, setting forth all the Parties' rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF AMHERST INDUSTRIAL  
DEVELOPMENT AGENCY

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

TOWN OF AMHERST DEVELOPMENT  
CORPORATION

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



## PROJECT PROFILE:

### Northtown Center Complex/Willowbrook Hospitality. LLC (An Affiliate Of Uniland Development Company)

\$14,375,537

July 20, 2018



#### ELIGIBILITY

- Retail projects are ineligible for IDA benefits unless it meets an allowable exception under state law. In this case, the project is seeking approval as a tourism destination project, which is defined as a location or facility which is likely to attract a significant number of visitors from outside the economic development region.

#### COMPANY INCENTIVES

- Sales Tax = \$615,215
- Property Tax (est.) = \$469,131
- Mortgage Tax = \$66,825

#### PROJECT BENEFITS (EST.)

- PILOT = \$1,486,669
- Income Taxes = \$351,275
- Sales Taxes = \$315,656

#### EMPLOYMENT

- 10 New Full-Time and 14 Part-Time Jobs
- Annual Payroll of \$421,000

#### PROJECT SCHEDULE

- September 2018
- March 2019

#### Project Address:

1615 Amherst Manor Drive  
Amherst, New York 14221  
(Sweet Home Central School District)

#### Investment:

Construction: \$10,675,494  
Equipment: \$1,038,858  
Soft Costs: \$2,661,185

#### Company Description:

Willowbrook Hospitality, LLC is an affiliate of Uniland Development Company. Uniland Development engages in real estate development, construction, leasing and management of various properties throughout Western New York.

#### Project Description:

The applicant is seeking Agency assistance to construct a hotel on the site of the Town of Amherst owned Northtown Center, near the existing ice rink complex. The project will have 105 rooms and designed to include enhanced features for groups and sports teams such as double-sized meeting space, enlarged pool, and a greater number of Queen-double rooms than a typical hotel. The project is also including Universal Design standards making its spaces more inclusive of people of all ability levels.

The applicant notes in its application that the addition of the hotel to the Northtown Center and Audubon Recreation Complex will attract more visitors from outside of the area to use the facilities. USA Hockey indicates that the on-site hotel will result in its designation as the National Home of the USA Hockey National Sled Programs and additional camps and events for other disabled hockey disciplines. USA Hockey estimates that its programming will generate \$3.1 million in economic impact.

Visit Buffalo Niagara and The Town of Amherst Recreation Department indicated that the siting of a hotel on site will have a positive impact in attracting more sports tournaments and to the Northtown Center



**PROJECT PROFILE:**  
**Northtown Center Complex/Willowbrook Hospitality. LLC**  
**(An Affiliate Of Uniland Development Company)**  
**\$14,375,537**

**AIDA COMPANY HISTORY:**

None for Hotel Development in conjunction with a Tourism Destination, but multiple projects including GEICO, Fidelis Care and Black Rock.

**MATERIAL TERMS:**

1. Creation within two (2) years of Project completion of 14.5 new full time equivalent jobs and the retention of such jobs throughout the Compliance Period;
2. Investment of not less than \$12,219,206.00 in the construction and equipping of the Project prior to Project completion;
3. Compliance with the Agency's Local Labor Policy in connection with the construction of the Project;
4. The inclusion of Universal Design standards in the design and construction of the Project to make the hotel more accessible to persons with disabilities, and the inclusion of enhanced features for sports teams and groups such as double-sized meeting space, enlarged pool and a higher percentage of queen double rooms than is typical;
5. The Company exercising its best efforts to cause the following to occur, it being understood that the Company does not control the operations of the Northtown Center complex or have a direct contractual relationship with USA Hockey:
  - (i) Having USA Hockey declare the Northtown Center as the "National Home of the USA National Sled Hockey Programs," with such designation to remain in effect throughout the Compliance Period;
  - (ii) Having USA Hockey Disabled Disciplines host at least three (3) tournaments at the Northtown Center during each year of the Compliance Period;
  - (iii) Having USA Hockey host annual training programs, camps and festivals at the Northtown Center during each year of the Compliance Period;
  - (iv) Having USA Hockey house the USA National Deaf/Hard of Hearing, Blind Hockey and Standing/Amputee Hockey teams for their training weeks during each year of the Compliance Period.

**RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE CONSTRUCTION AND EQUIPPING OF AN APPROXIMATELY 62,000+/- SQUARE FOOT HOTEL FACILITY BY WILLOWBROOK HOSPITALITY, LLC TO BE LOCATED AT 1615 AMHERST MANOR DRIVE, AMHERST, NEW YORK FOR SALE OR LEASE TO THE AGENCY AND SUBSEQUENT RECONVEYANCE OR LEASE PURSUANT TO AN INSTALLMENT SALE CONTRACT OR LEASE TO WILLOWBROOK HOSPITALITY, LLC, THE EXECUTION OF A MORTGAGE AGREEMENT, LEASE AGREEMENT AND/OR INSTALLMENT SALE CONTRACT AND PILOT AGREEMENT AND THE TAKING OF OTHER ACTIONS.**

**WHEREAS**, the Town of Amherst Industrial Development Agency (the “Agency”) is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Section 914-a of the General Municipal Law, as amended (collectively, the “Act”), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

**WHEREAS**, Willowbrook Hospitality, LLC, for itself or for related individuals or entities (the “Company”), has entered into negotiations with officials of the Agency with respect to the construction and equipping by the Agency without the proceeds of a bond issue of a 105-room hotel (the “Project”) and conveyance of the Project pursuant to a lease of the Project to the Company, such Project to be located at 1615 Amherst Manor Drive, Amherst, New York (the “Premises”); and

**WHEREAS**, the Company has submitted an application, supporting documentation and other materials and information (collectively, the “Application”) to the Agency to initiate the accomplishment of the above; and

**WHEREAS**, the Application sets forth certain information with respect to the Company and the Project, including the following: that the Company desires Agency financing for a 105-room hotel located at 1615 Amherst Manor Drive, Amherst, New York, for hotel and hospitality purposes, all at a cost of \$14,375,537.00; that the Company anticipates that seventeen (17) new full-time equivalent jobs will be created as a result of the Project at the end of two (2) years of operation thereof; that (i) there will be no substantial adverse disruption of existing employment of facilities of a similar nature in the Town of Amherst, (ii) the Project will provide substantial employment and substantial capital investment, and (iii) that if Agency financing is disapproved, the Company would likely not proceed with the Project; and that, therefore, Agency financing is necessary to encourage the Company to proceed with the Project in the Town of Amherst; and

**WHEREAS**, after the giving of all required notices (including published notice), the Agency held a public hearing on the Project on July 6, 2018, and has considered all oral and written

presentations made at or in connection with said public hearing; and

**WHEREAS**, the Agency has determined that the Project includes facilities or property which will be primarily used in making retail sales (as defined in Section 862(2)(a) of the New York General Municipal Law) to customers who personally visit such facilities and would be considered a “retail facility” in accordance with the provisions of Section 862(2)(a) of the General Municipal Law; and

**WHEREAS**, based on the Application and other supporting documentation submitted by the Company, the Project qualifies as a “tourism destination” within meaning of Section 862(2)(a) of the General Municipal Law and is therefore not subject to the prohibition on the provision of financial assistance to retail facilities contained in Section 862(2)(a) of the General Municipal Law; and

**WHEREAS**, the Agency has reviewed the Application and a cost-benefit analysis with respect to the Project, including the extent to which the Project will create and retain permanent, private-sector jobs, the value of tax exemptions to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the proposed Project in a timely fashion, the extent to which the proposed Project will provide additional sources of revenue for the municipalities and school district and other public benefits that might occur as a result of the Project; and

**WHEREAS**, the Agency desires to encourage the Company with respect to the consummation of the Project, if by doing so it is able to induce the Company to proceed with the Project in the Town of Amherst; and

**WHEREAS**, the Company has not yet determined whether it will provide the funds necessary to complete the Project by using its own funds or by obtaining a conventional loan from a third party, and if the Company will finance the Project with funding from a third party the Company has requested that the Agency execute any and all documents required by the parties, including any collateral mortgages on the Project given to secure a loan(s) obtained by the Company to finance the cost of the Project; and

**WHEREAS**, the Company has completed and submitted to the Agency Part 1 of an Environmental Assessment Form (“EAF”) in accordance with the provisions of the State Environmental Quality Review Act and regulations adopted pursuant thereto (collectively, “SEQRA”); and

**WHEREAS**, the Agency has completed Part 2 of the EAF and has considered the proposed Project and reviewed the EAF and the criteria set forth in SEQRA in order to determine whether the Project will have a significant effect on the environment and wishes to make the findings required of an agency under SEQRA.

**NOW, THEREFORE, THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The Agency hereby resolves that the proposed Project will not have a significant impact on the environment for the reasons more particularly set forth in the negative declaration prepared by the Agency and, in accordance with SEQRA, hereby adopts such negative declaration with regard to the Project.

**Section 2.** (a) Financial Assistance. The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith includes: (i) an exemption from sales and use taxes for building materials and machinery, equipment, fixtures and furnishings purchased for incorporation into or use at the Project location having a total cost not to exceed \$7,030,000.00, (ii) an exemption from mortgage recording taxes for one or more mortgages having a principal amount not to exceed \$8,910,000.00, and (iii) an abatement from real property taxes in accordance with the 10-year exemption schedule set forth in Section 485-b of the Real Property Tax Law (collectively, the "Financial Assistance").

(b) Material Factors. In addition to any other covenants, obligations and agreements which may be contained in the Project Documents (as hereinafter defined), the provision by the Agency of the Financial Assistance is made subject to the agreement by the Company throughout the period during which the Company is receiving Financial Assistance from the Agency (the "Compliance Period") to comply with the following covenants and agreements, each of which shall constitute a "Material Factor":

(i) creation within two (2) years of Project completion of 14.5 new full time equivalent jobs and the retention of such jobs throughout the Compliance Period;

(ii) investment of not less than \$12,219,206.00 in the construction and equipping of the Project prior to Project completion;

(iii) compliance with the Agency's Local Labor Policy in connection with the construction of the Project;

(iv) the inclusion of Universal Design standards in the design and construction of the Project to make the hotel more accessible to persons with disabilities, and the inclusion of enhanced features for sports teams and groups such as double-sized meeting space, enlarged pool and a higher percentage of queen double rooms than is typical;

(v) the Company exercising its best efforts to cause the following to occur, it being understood that the Company does not control the operations of the Northtown Center complex or have a direct contractual relationship with USA Hockey:

(A) having USA Hockey declare the Northtown Center as the "National Home of the USA National Sled Hockey Programs," with such designation to remain in effect throughout the Compliance Period;

(B) having USA Hockey Disabled Disciplines host at least three (3) tournaments at the Northtown Center during each year of the Compliance Period;

(C) having USA Hockey host annual training programs, camps and festivals at the Northtown Center during each year of the Compliance Period;

(D) having USA Hockey house the USA National Deaf/Hard of Hearing, Blind Hockey and Standing/Amputee Hockey teams for their training weeks during each year of the Compliance Period.

**Section 3.** The Agency hereby determines that the Project and the financing thereof by the Agency pursuant to the New York State Industrial Development Agency Act will promote and is authorized by and will be in furtherance of the policy of the State as set forth in said Act. The Agency further determines that the Project will be used in making retail sales to customers who visit the Project and would be considered a “retail facility.” However, based upon the Application and supporting documentation submitted by the Company, the Agency hereby determines that the Project is a “tourism destination” as defined in Section 862(2)(a) of the General Municipal Law and therefore not subject to the prohibition on the provision of financial assistance to retail facilities contained in Section 862(2)(a) of the General Municipal Law.

**Section 4.** The Agency hereby authorizes the Company, as agents for the Agency, to proceed with the Project as herein authorized. The Agency is hereby authorized to acquire an interest in the Project site and the buildings thereon, if any, and to make renovations or additions thereto. The Company is authorized to proceed with the acquisition and construction of the Project as set forth in any Project Agreement, the Agency Lease Agreement or Installment Sale Contract (as hereinafter defined).

**Section 5.** The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, and any Assistant Secretary of the Agency, and other appropriate officials of the Agency and its agents and employees, are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution and to complete the Project in cooperation with the Company.

**Section 6.** The Company is authorized, as agents of the Agency, to initiate the construction of a building or building addition constituting the Project, and the acquisition of machinery and equipment which will be a part thereof or will be used in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. The designation of the Company as agent hereunder is limited to purchases of sales-taxable tangible personal property and services in connection with the Project which do not exceed a total cost of \$7,030,000.00 and shall not apply to any other purchase by the Company or any operating expenses of the Company. The Company shall report to the Agency, at such times as the Agency shall require, or as may otherwise be prescribed by the Commissioner of the New York State Department of Taxation and Finance (the “Commissioner”), the value of all sales and use tax exemptions claimed by the Company or agents of the Company or any operators of the Project, including, but not limited to, consultants or subcontractors of such agents or Project operators under the authority granted pursuant to this Resolution. A failure to report may result in the revocation of the designation of the Company as agent and repayment of any sales and use tax exemptions claimed.

**Section 7.** The Agency is hereby authorized to enter into a Project Agreement with

respect the provision of the Financial Assistance authorized herein (the "Project Agreement"), to acquire an interest in the Project site and construct a facility thereon, and execute and deliver a lease by the Company to the Agency (the "Company Lease"), an Agency Lease Agreement ( the "Agency Lease Agreement") or Installment Sale Contract (the "Installment Contract") between the Agency and the Company, a Payment in Lieu of Tax Agreement between the Agency and the Company (the "PILOT Agreement"), and such other documents as may be necessary to fulfill the intent of the parties to the transaction (collectively, the "Project Documents"), in form satisfactory to Agency counsel. The PILOT Agreement shall provide for payments in accordance with the 10-year exemption schedule set forth in Section 485-b of the Real Property Tax Law. The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, or any Assistant Secretary are each authorized to execute such documents and to make or approve such amendments or modifications to the Project Agreement, Company Lease, the Agency Lease Agreement, Installment Sale Contract, the PILOT Agreement and such other documents executed and delivered in connection therewith as they deem necessary under the circumstances provided, however, that such modifications do not materially alter the risk to the Agency.

**Section 8.** In the event the Company obtains one or more conventional loans to finance the cost of the Project or which will otherwise be secured by a lien on the Project, the Agency is hereby authorized to execute and deliver to the lender(s) one or more collateral mortgages ("Mortgage Agreement") on the Project given to secure such loans, and such other documents as may be necessary to fulfill the intent of the parties to the transaction in form satisfactory to Agency counsel provided that the aggregate amount of such mortgages shall not exceed \$8,910,000.00 and provided further that the mortgages authorized hereunder shall be eligible for an exemption from mortgage recording tax (in accordance with applicable law) only to the extent that such mortgages are executed and delivered within two (2) years of the date of this Resolution. The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, and any Assistant Secretary are each authorized to execute such collateral mortgages and to make or approve such amendment(s) or modifications to such collateral mortgages and other documents executed and delivered in connection therewith as they may deem necessary under the circumstances, provided, however, that such modifications do not materially alter the risk to the Agency.

**Section 9.** Any such action heretofore taken by the Company initiating the acquisition, installation and construction of the Project is hereby ratified, confirmed and approved.

**Section 10.** Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency with respect to the Project and the financing thereof.

**Section 11.** In the event a lease is not executed between the Company and the Agency by the expiration date of this Resolution (as such date may be extended as provided herein) or the termination of this Resolution, the Company shall then be required to pay all sales taxes which would have been levied in connection with the acquisition, construction and installation of all improvements of the real property and the machinery and equipment which constitute the Project, as

if the Agency did not have an interest in the Project from the date the Company commenced its acquisition, construction and installation. In addition, in the event, because of the involvement of the Agency, the Company claims an exemption from state sales or use tax in connection with the Project, and such exemption is claimed with respect to property or services not authorized hereunder, or which exemption is in excess of the amounts authorized hereunder, or is otherwise not permitted under this Resolution, or if the Company shall fail to comply with a material term or condition regarding the use of property or services acquired by the Company as agent for the Agency as set forth in this Resolution or in any document authorized hereunder, then the Company shall each be required to remit to the Agency an amount equal to the amount of state sales and use taxes for which such exemption was improperly claimed. A failure to remit such amounts may result in an assessment against the Company by the Commissioner of state sales and use taxes, together with any relevant penalties and interest. In addition to the foregoing, in the event the Agency determines that Company is in violation of a Material Factor, or in the event that the Company closes the Project or relocates its operations to a location outside of the Town of Amherst within the time period during which the Company is receiving Financial Assistance from the Agency or in the event the Agency determines, in its judgment, that the Company knowingly and intentionally submitted false or intentionally misleading information in its application to the Agency or in any report or certification submitted to the Agency for the purpose of obtaining or maintaining any Financial Assistance from the Agency (each referred to herein as a “Recapture Event”), the Agency may, in accordance with its policies and procedures then in effect, (i) revoke the designation of the Company and any agents of the Company (including, but not limited to, consultants, sub-contractors or equipment lessors of the Company) as agents for the Agency in connection with the Project and terminate the exemption from New York State and local sales and use taxes conferred with respect to the Project and/or (ii) require that the Company, commencing with the tax fiscal year next following such Recapture Event make payments in lieu of taxes on the Project with respect to all applicable taxing authorities in such amounts as would be payable as real estate taxes levied on the Project if the Agency did not have an interest in the Project or otherwise modify the amount or terms of any Financial Assistance being provided by the Agency in connection with the Project and/or (iii) require that the Company pay to the Agency an amount equal to all or a portion (as determined by the Agency in its discretion) of the total value of (x) all sales tax exemptions claimed by the Company and any agents of the Company, including, but not limited to, consultants, sub-contractors, or any equipment lessors of the Company under the authority granted under this Resolution and the Project Agreement, (y) any exemption from real estate taxes received by reason of the Agency’s leasehold interest in the Project and/or (z) any exemption from mortgage recording tax received by reason of the Agency’s involvement with the Project. If the Agency makes any of the foregoing determinations and requires a repayment of all or a portion of the Financial Assistance received by the Company, the Company shall (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s) unless otherwise agreed to by any affected tax jurisdiction.

**Section 12.** The Agency has made and makes no representation or warranty whatsoever, either express or implied, with respect to the merchantability, condition, environmental status, fitness, design, operation or workmanship of any part of the Project, its fitness for any particular



purpose, the quality or capacity of the materials in the Project, or the suitability of the Project for the Company's purposes or needs. The Company is satisfied that the Project is suitable and fit for its purposes. The Agency shall not be liable in any manner whatsoever to anyone for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Project property or the use or maintenance thereof or the failure of operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused, and the Company each hereby indemnifies and holds the Agency harmless from any such loss, damage or expense.

**Section 13.** Should the appropriate officers of the Agency determine, in their absolute discretion, that there is reason to believe that the activities of any past or present owner or operator of the Premises have resulted in the generation of any "hazardous substance" (as the term has been defined from time to time in any applicable federal or state law, rule or regulation), or that any party has stored, disposed or released any such substance on the Premises or within a one (1) mile radius thereof, the Agency shall be under no obligation to enter into a lease as contemplated by this Resolution.

**Section 14.** No covenant, stipulation, obligation or agreement herein contained or contained in the Project Agreement, Company Lease, the Mortgage Agreement, the Agency Lease Agreement, Installment Contract, the PILOT Agreement or other documents, nor the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit, nor shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity.

**Section 15.** Should the Agency's participation in the Project be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursements of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under Article 18-A of the General Municipal Law to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 16.** This Resolution shall take effect immediately and shall continue in full force and effect for one (1) year from the date hereof and on or after such one (1) year anniversary, the Agency may, at its option (a) terminate the effectiveness of this Resolution (except with respect to the obligations of the Company pursuant to Sections 10 and 11 of this Resolution which shall survive any expiration or termination) or (b) allow the Company additional time in which to close the transactions contemplated by this Resolution based upon affirmative actions taken by the Company and Lessee to complete such transactions. Upon any allowance of additional time to close, the Agency may charge the Company an extension fee in accordance with the Agency's fee schedule.

**Section 17.** This Resolution is subject to compliance with all local building and zoning requirements.

ADOPTED: July 20, 2018

ACCEPTED AND AGREED TO: \_\_\_\_\_, 2018

WILLOWBROOK HOSPITALITY, LLC

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



# Board Report

Table 1: Basic Information

Project Name	Northtown Center Hotel
Project Applicant	Willowbrook/Uniland
Project Description	Construction of a 105 room Hampton Inn on approximately 3 acres of Town of Amherst property at the Northtown/Audubon Recreational Complex.
Project Industry	Accommodation
Type of Transaction	Lease
Project Cost	\$14,375,537
Mortgage Amount	\$8,910,000
Direct Employment Expected to Result from Project (Annual FTEs)	17

Figure 1: Estimated State & Regional Benefits / Estimated Project Incentives (Discounted Present Value\*)

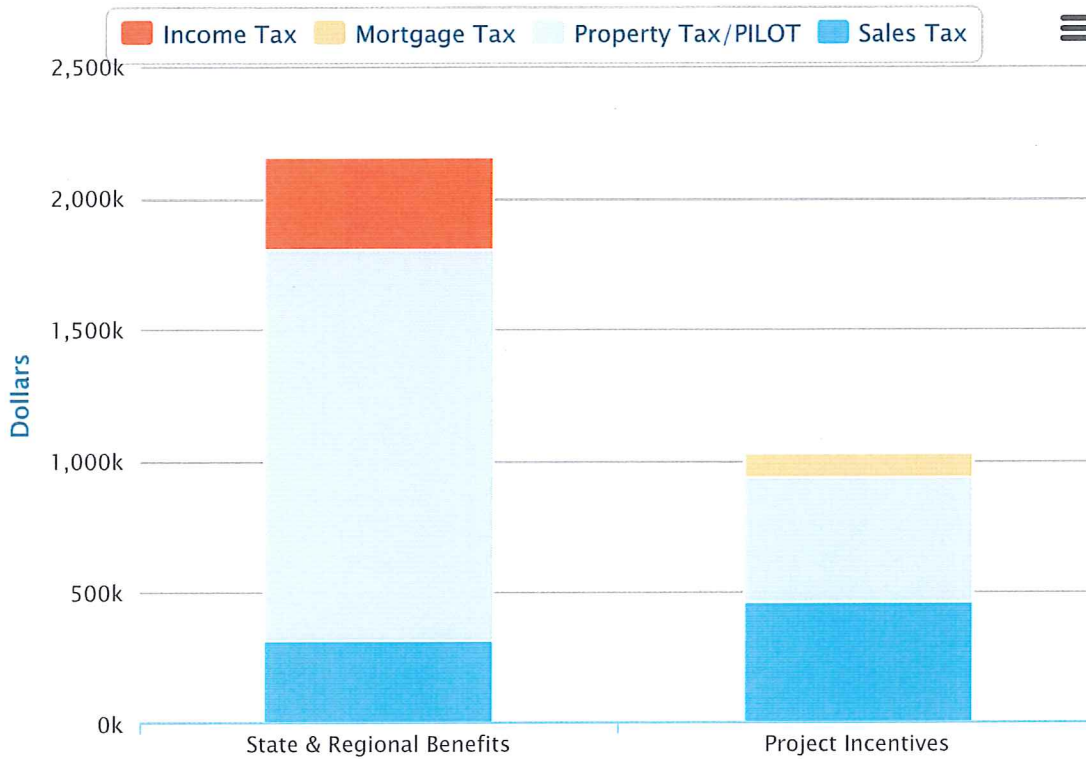


Table 2: Estimated State & Regional Benefits / Estimated Project Incentives Analysis (Discounted Present Value\*)

<b>Total State and Regional Benefits</b>	<b>\$2,153,590</b>	
<b>Total Project Incentives</b>	<b>\$1,022,973</b>	
<b>Projected Employment</b>	<b>State</b>	<b>Region</b>
<b>Total Employment</b>	<b>132</b>	<b>132</b>
Direct**	17	17
Indirect***	4	4
Induced****	5	5
Temporary Construction (Direct and Indirect)	106	106

Table 3: Estimated State & Regional Benefits (Discounted Present Value\*)

<b>Total State and Regional Benefits</b>	<b>\$2,153,590</b>
Income Tax Revenue	\$351,275
Property Tax/PILOT Revenue	\$1,486,669
Sales Tax Revenue	\$315,646

Table 4: Estimated Project Incentives (Discounted Present Value\*)

<b>Total Project Incentives</b>	<b>\$1,022,973</b>
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Mortgage Tax	\$89,100
Property Tax	\$469,331
Sales Tax	\$464,542

\* Figures over 10 years and discounted by 3.49%

\*\* Direct - The recipient of IDA assistance adds new jobs to the regional economy and/or retains jobs at risk of being lost to another region. Investments that result in displacing existing jobs (e.g., most retail and many service sector industries) do not fall under this definition.

\*\*\* Indirect - The recipient of IDA assistance makes purchases from regional firms, which stimulates suppliers to add jobs and payroll that are new to the regional economy or are saved from being lost to competitors outside the region.

\*\*\*\* Induced - The recipient of IDA assistance by adding to and/or retaining payroll stimulates household spending that is new to the regional economy and/or saved from being lost to competitors outside the region.

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July 3, 2018

David Mingoia, Executive Director &  
Amherst Industrial Development Agency  
4287 Main Street  
Amherst, NY 14226

RE: Hampton by Hilton at Northtown Center

Dear Ladies & Gentlemen:

Please accept this letter as support for Willowbrook Hospitality, LLC's application for inducement by the Amherst Industrial Development Agency.

As President of Pyramid Brokerage Company and a long-time volunteer organizer of youth hockey events in Western New York, I understand the need for well-located real estate. As they say in my real estate business ... Location, Location, Location. There are a great many logistical challenges that we face when planning and coordinating youth hockey tournaments that sometimes involve 60-70 teams. While event facilities are the primary concern, on-site lodging is the most sought after feature for event organizers, especially when comparing facilities that compete for the same tournaments.


Having on-site lodging reduces operational headaches caused by the transportation needs for teams and their equipment, especially for disabled participants, and provides ease of access to out of town attendees.

The addition of a new Hampton by Hilton to the Northtown Center and Audubon Recreation Complex will greatly benefit the marketability of this venue as a whole and set the complex apart from competing locations in the northeast.

Thank you for your consideration.

Sincerely,

PYRAMID BROKERAGE COMPANY



Robert A. Schell, SIOR  
President  
Real Estate Broker

RAS/clf

*Independently Owned and Operated / A Member of the Cushman & Wakefield Alliance*

No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

ALBANY BINGHAMTON BUFFALO CORNING HUDSON VALLEY ITHACA ROCHESTER SYRACUSE UTICA WATERTOWN



PATRICK J. KALER  
PRESIDENT & CEO

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403 Main Street, Suite 630 ▪ Buffalo, New York 14203 ▪ 716-961-0200 ▪ Kaler@VisitBuffaloNiagara.com

July 3, 2018

Amherst Industrial Development Agency Board of Directors  
c/o David S. Mingoia, Executive Director  
4287 Main Street  
Amherst, New York 14226

To Whom it May Concern:

The Buffalo Niagara region has experienced a once-in-a-lifetime renaissance in recent years with an infusion of private and public development projects, including new and updated athletic facilities. These updates have increased our value proposition as we promote Buffalo as a top-tier location for amateur sporting events, but more investments must be made to remain competitive.

Specifically, the addition of an on-site Hampton by Hilton at the Northtown Center will make it and the Audubon Recreational Complex more competitive when vying for national and international events. Through our work at the Buffalo Niagara Sports Commission to attract amateur athletic events to our region, we know that when an event organizer evaluates potential locations, an on-site hotel will greatly increase the likelihood of selection. The convenience of on-site lodging is a preference of both event organizers and attendees.

We also believe the local hotel market can support this additional inventory. In the past ten years, Erie County has experienced a 25% increase in its hotel inventory. Even with this additional product, the average daily rate reached an all-time high in 2017 at \$104.32, an increase of 16.18% over 2008. The County's RevPAR has also experienced an increase in the past ten years of 9.17% to \$66.42 in 2017. Over eight million visitors came to the destination in 2017 and supported the \$1.7B industry with over \$248M in tourism related taxes and a tourism employment base exceeding 33,000. Estimations by Empire State Development through research conducted by Tourism Economics and Oxford Economics indicate these figures will continue to rise.

As the official destination marketing organization for Erie County, Visit Buffalo Niagara would welcome the consideration of further development for new lodging properties in the destination. VBN supports the Hampton by Hilton at the Northtown Center and Audubon Recreational Complex because we feel strongly that it will attract a significant number of out-of-town visitors to our region and will enhance the economic impact of sports tourism in Western New York.

Best regards,

Patrick J. Kaler  
President & CEO





**Jim Smith**  
*President*

859 Oakton Street | Elk Grove Village, Illinois 60007  
office 847.806.1160 | cell 847.778.9018 | fax 847.437.3211 | email [nuxco@allegrampr.com](mailto:nuxco@allegrampr.com)

July 6, 2018

Amherst Industrial Development Agency Board of Directors  
c/o David S. Mingoia  
*Executive Director*  
4287 Main Street  
Amherst, New York 14226

Re: Hampton by Hilton Hotel

Dear Amherst Industrial Development Agency Board of Directors,

I am writing to you to inform you of USA Hockey's position regarding the criteria we use when examining various site for our events. As head of an organization that looks throughout the nation for event locations, I am very familiar with the site selection process. When considering a site the primary focus are the athletic and event facilities that a facility offers. It is also important that a site can adequately provide accommodations for all of the participants and guests that an event draws. I can tell you that having on-site lodging greatly increases that location's likelihood of attracting an event.

Our preference for on-site lodging is due to the ease of logistics and transportation cost savings. Ultimately, this is a better experience for our customers, who are the event attendees. They are the reason we are able to continue to host events, and our decisions always respond to their needs. These needs for site selection are universal throughout the sports tourism industry.

In particular, our disabled side of our sport is the fastest growing segment within USA Hockey. There are currently six disciplines we serve — Sled Hockey, Blind Hockey, Deaf/Hard of Hearing Hockey, Special Hockey, Standing/Amputee and Warrior Hockey (*for our injured veterans*). Sled Hockey is the most popular of this expanding market. For example, the recent Pyeong Chang, South Korea Paralympics drew over 3.2 billion television viewers worldwide. The number of viewers watching just the sled games worldwide exceeded 230 million. I can tell you that with universal design features, making the hotel accessible to people with all levels of ability, would be a major attraction for USA Hockey.



USA Hockey, the national governing body for the sport of ice hockey, is a member of the International Ice Hockey Federation and the United States Olympic Committee







**Jim Smith**  
*President*

859 Oakton Street | Elk Grove Village, Illinois 60007  
office 847.806.1160 | cell 847.778.9018 | fax 847.437.3211 | email [nuxco@allegrampm.com](mailto:nuxco@allegrampm.com)

The Hampton by Hilton would add a new dimension to the Northtown Center at Amherst and Amherst Audubon Recreation Complex and would be a major attraction to USA Hockey in its decision making process in finding a permanent home for its National Sled Hockey team. It would also be a major competitive advantage when making decisions to host many other USA Hockey events.

An on-site hotel is a major component for future USA Hockey site selection decisions and puts the Northtown Center complex at a competitive advantage when making the choice of where to locate these events and programs.

I very much hope this project will move forward so that we can begin plans to use the Hampton by Hilton and the Northtown Center at Amherst for more of our events. Should you need any additional information or clarification, please do not hesitate to contact me at anytime.

Sincerely,

A handwritten signature in black ink that reads "Jim Smith".

Jim Smith  
*President*  
*USA Hockey*

O 847.806.1160 | C 847.778.9018 | F 847.437.3211  
[nuxco@allegrampm.com](mailto:nuxco@allegrampm.com)

**Together We Are USA Hockey!**



USA Hockey, the national governing body for the sport of ice hockey, is a member of the International Ice Hockey Federation and the United States Olympic Committee

