

**TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY  
Agenda – 510<sup>th</sup> Meeting  
Friday, May 17, 2019-8:30 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
  - TOA – 2019 PILOT Exemption Report
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
  - I. Authorization Resolutions
    - 3980 Bailey Avenue, LLC
    - The Uniland Partnership of Delaware, LP or entity to be formed
  - II. Tenant Approval – 3500 Sheridan Drive
  - III. Job Description-Director of Business Development
10. Adjournment

**TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY**  
**Minutes of the 509<sup>th</sup> Meeting**  
**April 18, 2019 – 8:30 am**  
**James J. Allen Boardroom**  
**Agency Offices, 4287 Main Street**

**PRESENT:** Steven Sanders  
Michael R. Szukala  
Hon. Timothy J. Drury  
Philip Meyer  
Hadar Borden  
Jacqueline Berger, Town Board Liaison  
David S. Mingoia, Executive Director  
Kevin J. Zanner, Hurwitz & Fine PC

**ABSENT:** Carlton N. Brock, Jr.  
William W. Tuyn

**GUESTS:** AIDA Staff  
Maggie Winship, Town of Amherst

Vice Chairman Steven Sanders called the meeting to order and reminded everyone that the meeting was being audio recorded.

**MINUTES**

The minutes of the March 29, 2019 meeting were approved as presented.

**BILLS & COMMUNICATIONS**

There were no Bills & Communications at this meeting.

**TREASURER'S REPORT**

The Treasurer's Report for March 2019 was approved as presented.

**PUBLIC COMMENT**

There was no Public Comment at this meeting.

**EXECUTIVE DIRECTOR'S REPORT**

The Executive Director's Report is attached to these minutes.

**COMMITTEE REPORTS**

There were no Committee Reports at this meeting.

## **UNFINISHED BUSINESS**

### I. Amendment to Authorization Resolution – Fredonia Place @ Williamsville

Company requested an amendment to the Inducement Resolution adopted at the March 2019 meeting. The amendment would reflect an increase of the mortgage amount from \$9,837,092 to an amount not to exceed \$10,500,000. The original project value for the project will not change, nor will the material factors established at the original inducement.

After a brief discussion, Hadar Borden made a motion to approve the amendment to the Fredonia Place @ Williamsville project. Michael Szukala seconded the motion. Vote of aye were made by Sanders, Szukala, Drury, Meyer and Borden. Motion to approve passed 5-0.

## **NEW BUSINESS**

There was no New Business presented at this meeting.

9:11 am – Meeting adjourned.



# TOWN OF AMHERST

## COMPTROLLER'S OFFICE

5583 Main Street  
Williamsville, New York 14221  
Fax: (716) 631-7012  
[www.amherst.ny.us](http://www.amherst.ny.us)

Darlene A. Carroll  
Comptroller  
716-631-7008  
dcarroll@amherst.ny.us

### *EXAMINATION REPORT* *Town of Amherst Industrial Development Agency* *Payment In Lieu of Taxes*

*04/29/2019*

#### **Background:**

On February 4<sup>th</sup>, 2008, the Town Board adopted Resolution 2008-193, "Full Accounting of Amherst IDA PILOT Program Payments".

The Town of Amherst Industrial Development Agency (AIDA) is a public benefit corporation created in 1973 in accordance with Article 18-A of New York State General Municipal Law. The AIDA enters into contractual arrangements with client companies that have outstanding industrial development revenue bonds. The AIDA is a discretely presented component unit of the Town of Amherst.

The client companies make payments to the AIDA in lieu of taxes. Special District taxes are on the property tax bill sent out by the Town Clerk. The AIDA then collects and remits these payments to the various taxing jurisdictions.

PILOT payments for properties located in the Town of Amherst include the tax rates from the General Fund, Central Alarm, and Highway Fund. For properties located within the Village of Williamsville, the tax rates include the General Fund (Village's Share) and Central Alarm.

#### **Scope:**

The scope of our exam was to review that the Town of Amherst is receiving in full the PILOTS that are due, the accuracy of such payment calculations, including contractual agreements, and that such PILOT's assessed value agrees with the Town Assessor's records. We reviewed the 2019 AIDA PILOT payments.

The Office of the Town Comptroller in the scope of the work performed did not audit and does not express an opinion on the assessed values of properties in the Town of Amherst.

The Office of the Town Comptroller in the scope of the work performed does not express an opinion on the contractual agreements entered into with client companies and the AIDA.

**Steps and Procedures Performed:**

1. We read the 2018 Audited Financial Statements of the AIDA.
2. Obtain the PILOT listing for the current year from the AIDA.
3. Obtain the RPS Assessor Data Base listing of exemption code 18020 from the Assessor's Department.
4. We selected a sample of PILOT properties for 2019 and performed the following:
  - a. Re-calculated the PILOT and compared the results with the AIDA calculations.
  - b. Compared the assessed value used by the AIDA to the Assessor's RPS listing.
  - c. Traced the PILOTS payments to the cash receipts received by the Town of Amherst.
  - d. Reviewed the contracts/property file of AIDA properties in our sample and compared the tax abatement percentage used in the calculation of taxes to the contract/property file.
5. Compared the PILOT listing from the AIDA with the Assessor's RPS listing for completeness.
6. Reviewed and reconciled all cash receipts with the AIDA listing.

**Findings:**

There were no reportable findings for 2019.

97.87% or \$768,389.69 of the \$785,096.69 total PILOTS due were collected by the February 15<sup>th</sup> due date. The balance of \$16,707.00 was collected past the due date with interest. (99.77% or \$811,174.00 of the \$813,079.61 for 2018, the balance of \$1,905.61 was collected past the due date with interest).

**Conclusion:**

It appears that Amherst Industrial Development Agency is calculating the PILOTS correctly based on the contractual requirements and assessed values of record with the Town of Amherst, and are remitting the proper amounts to the Office of the Town Comptroller, except as noted above.

**Recommendation:**

The Office of the Town Comptroller, on an annual basis, will perform the steps and procedures (as per above) of all new PILOTS added in the current year and a random sample of ten (10) existing PILOTS.

**Other:**

The workpapers of this examination are open for review in the Office of the Town Comptroller.

## **Executive Director's Report**

May 17, 2019

### **Executive Committee Date Changes**

We are moving Executive Committee meeting dates to the first Thursday of each month. This meeting, along with other committee meeting dates, will continue to be fluid based on holidays and the necessity to meet. Our June Executive Committee meeting is now scheduled for June 6<sup>th</sup>.

### **Boulevard Mall/Opportunity Zone**

On April 29<sup>th</sup>, a presentation to the WNY Delegation by the Town, AIDA and Amherst Chamber of Commerce on development opportunities and infrastructure needs in the Opportunity Zone was made in Albany. Turnout was excellent as almost all of the legislators and staff representing Erie County was in attendance. The "ask" was for financial assistance for the estimated \$50 million in infrastructure improvements necessary in this area, primarily in the areas of sanitary sewer and road improvements.

We are working with the Town on completing a Downtown Revitalization Initiative (DRI) Grant (\$10 million) Application, which is due on May 31<sup>st</sup>. Last year we submitted a DRI application for \$10 million for infrastructure improvements around the Boulevard Mall. While that application was well received, our fatal flaw was lack of site control of the mall property. This year we have willing partners in the Sinatra/Douglas Development/RMS group, who were also represented at the presentation in Albany. The Mall transaction is expected to be completed in June, after which we should be busy working on development plans.

With the sale of the Boulevard Mall nearing completion, we developed a new marketing piece for the Opportunity Zone (included in materials) that updates the map and outlines the vision for transforming properties under the new zoning code.

### **Amherst Central Park Alienation**

The Town is working with State Representatives on alienating areas of the Northtown Center and Audubon Golf Course to facilitate land swaps with the Mensch Group's Westwood property. Specific uses and location within these geographies are moving pieces, but plans are moving towards leaving the majority of the Westwood property as a park with the Northern section as a Senior Complex. On the other side of Maple Road, new sports complexes such as an indoor field house, and sports medicine uses are under consideration. UBMD was linked in a recent Buffalo News article as desiring a location near the Northtown Center.

# Amherst Opportunity Zone

900-acres | Amherst, NY

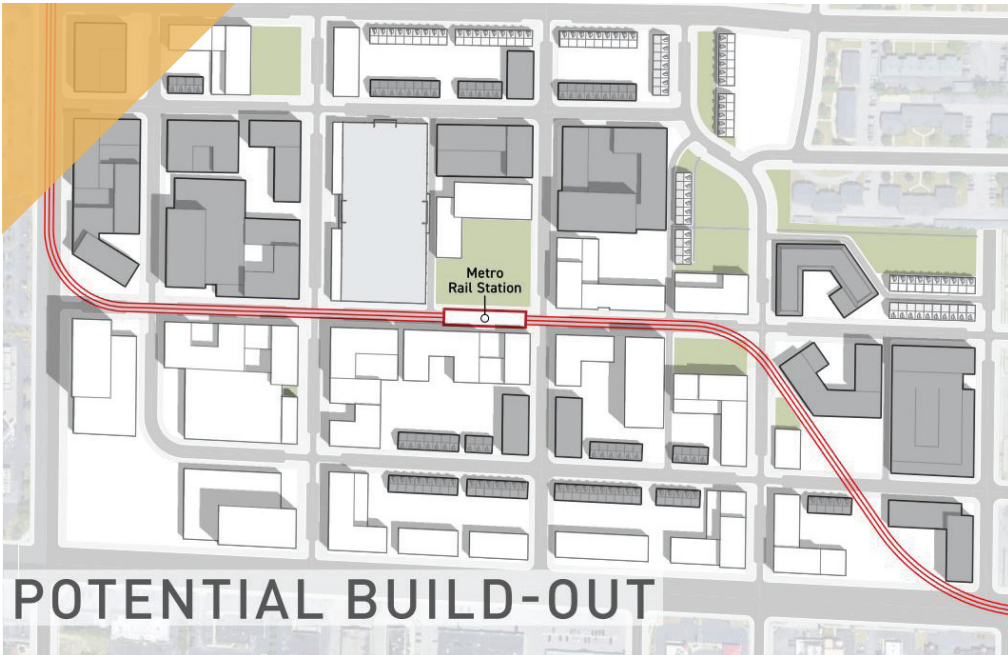


Transform a suburban retail corridor into a vibrant, mixed-use, walkable community for both longtime, new, and future residents.

## OPPORTUNITY ZONE

- 900-acre Federal Opportunity Zone featuring 1,400 parcels
- A designated transit-oriented development site and potential station site for the expansion of the NFTA light-rail, currently being planned and analyzed by the NFTA
- Zoning and land use are transforming from suburban big box retail to dense, pedestrian friendly, mixed use
- Located on high-traffic Niagara Falls Boulevard and the I-290
- Property, Sale Tax Exemptions and PILOT Increment Financing available for qualified applicants





## Boulevard Mall Redevelopment

The Boulevard Mall is currently under contract, after being purchased out of foreclosure at auction. The new owner is embracing the vision of the Town to redefine the site- adding housing and creating a lifestyle plaza retail experience. The new owner is committed to working with the Town of Amherst and the Amherst Industrial Development Agency to create a vibrant center of commerce for the Town of Amherst.

POTENTIAL BUILD-OUT



## Developing a center for the town of Amherst, NY

Town of Amherst, NY seeks development partners to transform the town center with the modern amenities desired in today's changing market. The objective is to create a regional destination that also provides an entirely new type of living experience for today's population.

### CREATE A VIBRANT NEW "PLACE" IN AMHERST THAT FEATURES:

- An interior street network with smaller, walkable blocks throughout that provides connectivity between businesses, residents, and the surrounding community
- Several housing options, including various forms of multi-family residential
- Increased density in a vertical form with a mix of uses that provide convenient working, shopping, recreation, and living options
- Public amenities such as parks and community spaces with scheduled events and year-round programs
- A variety of destinations that include restaurants, retail, medical services, entertainment, grocery, and more, all within walking distance



### CONTACT

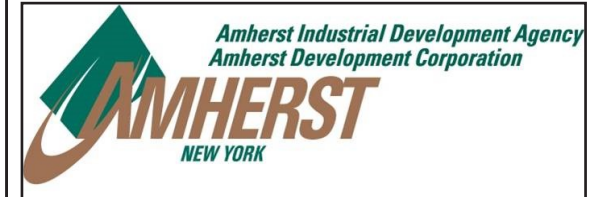
**Maggie Hamilton Winship, MPA**  
 Director of Strategic Planning,  
 Town of Amherst  
 716-631-7035  
 mwinship@amherst.ny.us

**David S. Mingoia**  
 Executive Director/CEO  
 Amherst Industrial Development Agency  
 716-688-9000  
 DMingoia@amherstida.com





**PROJECT PROFILE:**  
**3980 BAILEY AVENUE REDEVELOPMENT**  
**\$4,232,000**  
**May 17, 2019**



**ELIGIBILITY**

- Adaptive Reuse of Site and Located in Neighborhood Enhancement Area per the Countywide Eligibility Policy. Commercial Project Eligible Under NYS Law.

**COMPANY INCENTIVES (EST.)**

- Property Tax = \$265,262
- Mortgage Tax = \$27,240
- Sales Tax = \$183,750

**PROJECT BENEFITS (EST.)**

- Property Taxes = \$652,185
- Income Taxes = \$68,328
- Sales Taxes = \$46,708

**EMPLOYMENT**

- 35 Construction Jobs Created
- 1 Part-Time Jobs Created
- Salary of Position estimated at \$15,000 annually Plus Benefits

**PROJECT SCHEDULE**

- June 2019 Work Begins
- July 2020 Investment Expected To Be Complete

**Project Address:**  
 3980 Bailey Avenue  
 Amherst, New York 14226  
 (Amherst Central School District)

**Investment:**  
 Acquisition: \$72,000  
 Construction: \$3,500,000  
 Equipment: \$150,000  
 Soft/Other Costs: \$210,000

**Company Description:**

Dave Sutton, Architect and Developer, is undertaking the redevelopment of 3980 Bailey Avenue. His company focuses on the redevelopment of underutilized and obsolescent properties for residential and commercial purposes.

**Project Description:**

Dave Sutton, through 3980 Bailey Avenue LLC, is proposing a nine (9) unit brownstone style residential project on a site in Eggertsville that has been vacant for over a decade.. The cost of developing this style of a project, versus standard residential dwellings, increases the costs dues to its layout, architectural style and the quality of exterior and finishing materials. The ability of the applicant to obtain financing for the project is contingent on Agency assistance.

The layout of the project, including the building type and materials is based on input from the Town and fits into the strategic focus of encouraging new quality development in older sections of the community. The site is also in a Town designated Enhancement Area.



**PROJECT PROFILE:**

**3980 BAILEY AVENUE REDEVELOPMENT**

**\$4,232,000**

**AIDA COMPANY HISTORY:**

None

**MATERIAL TERMS:**

1. Achievement of total 1 part-time equivalent jobs at the project location two years after project completion, and retention of such jobs for duration of the PILOT.
2. Investment of not less than \$3,597,200 at the project location as noted in the application.
3. Compliance with the Agency's Local Labor Policy in connection with the construction of the Project



# Board Report

Table 1: Basic Information

Project Name	Sutton Redev
Project Applicant	3980 Bailey
Project Description	\$4,232,000 redevelopment of a decade plus vacant site in Eggertsville. Nine (9) unit Brownstone Style Residential Project in a Town designated Enhancement Zone.
Project Industry	Private Households
Municipality	Amherst Town
School District	Amherst
Type of Transaction	Lease
Project Cost	\$3,932,000
Mortgage Amount	\$3,662,000
Direct Employment Expected to Result from Project (Annual FTEs)	1

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

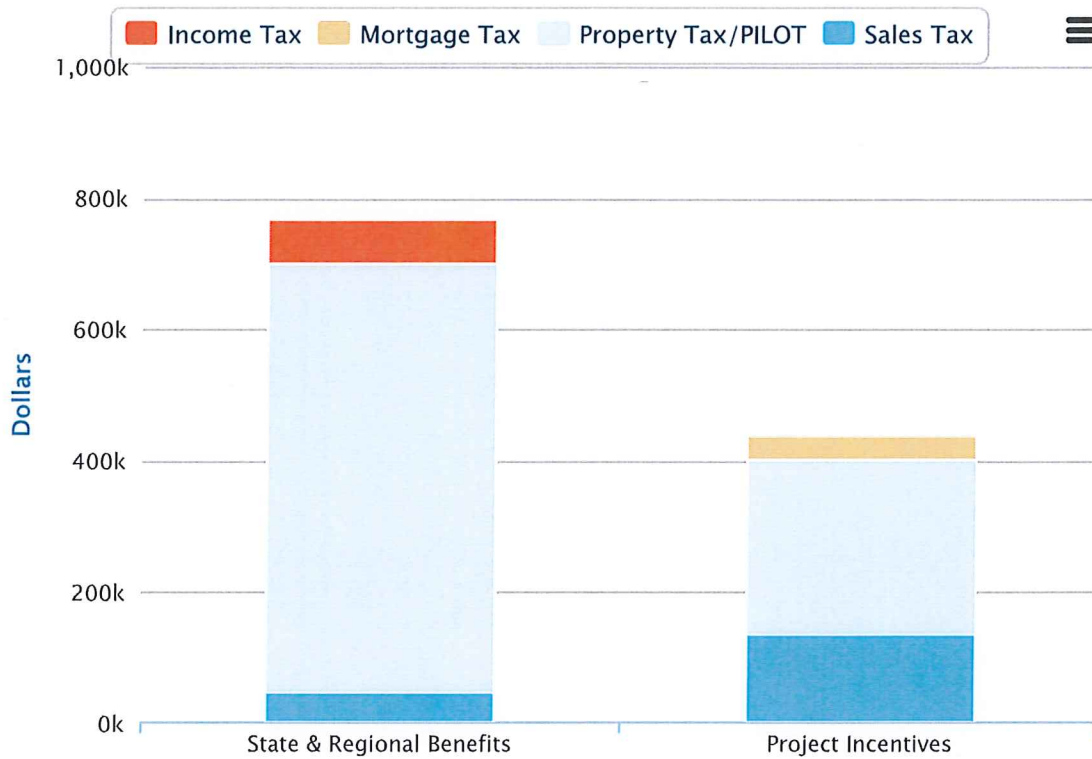


Table 2: Estimated State & Regional Benefits / Estimated Project Incentives Analysis (Discounted Present Value\*)

<b>Total State and Regional Benefits</b>	<b>\$767,221</b>	
<b>Total Project Incentives</b>	<b>\$437,497</b>	
<b>Projected Employment</b>	<b>State</b>	<b>Region</b>
<b>Total Employment</b>	<b>36</b>	<b>36</b>
Direct**	1	1
Indirect***	0	0
Induced****	0	0
Temporary Construction (Direct and Indirect)	35	35

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

<b>Total State and Regional Benefits</b>	<b>\$767,221</b>
Income Tax Revenue	\$68,328
Property Tax/PILOT Revenue	\$652,185
Sales Tax Revenue	\$46,708

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

<b>Total Project Incentives</b>	<b>\$437,497</b>
---------------------------------	------------------

Mortgage Tax	\$36,620
Property Tax	\$265,252
Sales Tax	\$135,625

\* 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.

© Center for Governmental Research 2019. All rights reserved.

Powered by **InformANALYTICS** 

**RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE ADAPTIVE REUSE OF A PROPERTY BY 3980 BAILEY AVENUE LLC LOCATED AT 3980 BAILEY AVENUE, AMHERST, NEW YORK FOR SALE OR LEASE TO THE AGENCY AND SUBSEQUENT LEASE OR RECONVEYANCE PURSUANT TO A LEASE AGREEMENT OR AN INSTALLMENT SALE CONTRACT TO 3980 BAILEY AVENUE 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**, 3980 Bailey Avenue LLC, for itself or for related individuals or entities (the "Company"), has entered into negotiations with officials of the Agency with respect to an adaptive reuse project, which will involve the construction and equipping by the Agency (without the proceeds of a bond issue) of a three-story, 21,600+/- square foot building comprised of nine attached townhome-style, market-rate residential units (the "Project") and the conveyance of the Project pursuant to a lease of the Project to the Company, such Project to be located at 3980 Bailey Avenue, Amherst, New York (the "Premises"); and

**WHEREAS**, the Company has submitted an application 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 construction and equipping of a three-story, 21,600+/- square foot building comprised of nine attached townhome-style market-rate residential units, all at a cost of approximately \$4,232,000.00; that the Company anticipates that one (1) new part-time job will be created as a result of the Project at the end of two (2) years of operation thereof; that (i) the Project involves the adaptive reuse of a site that has been blighted and vacant since the razing of the former Pizza Hut building on the site; (ii) the Project will provide substantial capital investment; (iii) Agency financing is necessary in order for the Project to be economically feasible and to facilitate the Company obtaining bank financing for the Project; and (iv) if Agency financing is disapproved, it is likely that the Company will not proceed with the Project, the site will remain vacant and will generate only limited property tax revenues for the affected taxing jurisdictions; and that, therefore, Agency financing is necessary to encourage the Company to proceed with the Project in the Town of Amherst; and

**WHEREAS**, the Project is located in a Neighborhood Enhancement Area within the Town of Amherst and is therefore eligible pursuant to the Countywide Industrial Development Agency Uniform Tax Exemption Policy (the "Countywide Eligibility Policy") for an abatement from real property taxes in accordance with the ten-year exemption schedule set forth in Section 485-b of the New York State Real Property Tax Law; and

**WHEREAS**, after the giving of all required notices (including published notice), the Agency held a public hearing on the Project on April 18, 2019, and has considered all oral and written presentations made at or in connection with said public hearing; 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 has considered the provisions of the Countywide Eligibility Policy relating to Adaptive Reuse Projects, including the extent to which the Project will redevelop a blighted site, promote infill development utilizing existing infrastructure, create new economic activity, promote the re-use of an existing site and help maintain the fabric of the surrounding neighborhood; 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 is expected to undertake and complete the Project by obtaining a conventional loan from a third party, and 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.** The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith include: 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 \$2,100,000.00, an exemption from mortgage recording taxes for one or more mortgage(s) having an aggregate principal amount not to exceed \$3,650,000.00 and an abatement from real property taxes in accordance with the ten-year exemption schedule set forth in Section 485-b of the New York State Real Property Tax Law (collectively, the “Financial Assistance”). 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 to comply, throughout the period during which the Company is receiving Financial Assistance from the Agency (the “Compliance Period”), with the following covenants and agreements, each of which shall constitute a “Material Factor”:

- (a) compliance with the Agency’s Local Labor Policy in connection with the construction of the Project;
- (b) creation of one (1) new part time job within two (2) years of Project completion and retention of such jobs throughout the Compliance Period; and
- (c) investment of not less than 85% of the total Project cost of \$4,232,000.00 in the construction and equipping of the Project prior to Project completion.

**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.

**Section 4.** The Agency makes the following findings and determinations with respect to the Project:

(a) The Project is for a commercial purpose within meaning of the Act and Project will promote employment opportunities and prevent economic deterioration in the area in which the Project is to be located. The Project will be located in the Eggertsville neighborhood of the Town of the Amherst, which is in need of townhome-style residential units of the kind and quality proposed by the Company, and the Project is consistent with Town of Amherst objectives for the revitalization of the Eggertsville neighborhood. The construction of the Project will promote employment opportunities by providing housing to attract and retain residents to live within the Town, which will promote economic growth and improve the neighborhood. The Project will help prevent economic deterioration through the reuse of a currently vacant and unused site.

(b) The Project constitutes an adaptive reuse project within meaning of the



Countywide Eligibility Policy. The Project will redevelop a blighted site, promote infill development utilizing existing infrastructure, create new economic activity, promote the re-use of an existing vacant site and help maintain the fabric of the surrounding neighborhood. In making this determination, the Agency has also considered the following factors within the UTEP which further support its findings: (i) the Project has the support of the Town of Amherst government; (ii) the Project is compliant with the investment and growth criteria of the Framework for Regional Growth Plan; (iii) the site is generating minimal tax revenues for the affected taxing jurisdictions; (iv) the Company has provided appropriate evidence indicating financial obstacles to the development of the Project without Agency assistance.

(c) The Project is located in a Neighborhood Enhancement Area within the Town of Amherst and is therefore eligible pursuant to the Countywide Eligibility Policy for an abatement from real property taxes in accordance with the ten-year exemption schedule set forth in Section 485-b of the New York State Real Property Tax Law.

**Section 5.** The Agency hereby authorizes the Company, as agent 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). 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 agent of the Agency, to initiate the construction of building renovations 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 \$2,100,000.00 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 to the provision of the Financial Assistance authorized herein (the "Project Agreement") and to acquire an interest in the Project site and renovate a facility thereon, and the execution and delivery of a lease by the Lessee 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, are hereby authorized. The PILOT Agreement shall provide for payments in accordance with the ten-year exemption schedule set forth in Section 485-b of the New York State 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, the Agency is hereby authorized to execute and deliver to the lender(s) one or more collateral mortgages 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 \$3,650,000.00. 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 Lessee 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 Lessee, 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 Lessee 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 Sale 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 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: May 17, 2019

ACCEPTED AND AGREED TO: \_\_\_\_\_, 2019

3980 BAILEY AVENUE LLC

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

# PROJECT PROFILE: CENTENE EXPANSION

**\$4,519,982**  
May 17, 2019



## ELIGIBILITY

- Back Office Facility Eligible Under NYS Law

## COMPANY INCENTIVES (EST.)

- Property Tax = \$13,700
- Mortgage Tax = \$18,000
- Sales Tax = \$213,520

## PROJECT BENEFITS (EST.)

- Property Taxes = \$5,361
- Income Taxes = \$71,101,041
- Sales Taxes = \$46,775,806

## EMPLOYMENT

- 70 New Full-time Jobs Created
- 1413 Full-Time & 7 Part-Time Jobs Retained
- Salary of Positions Range from \$50,000 - \$96,000 Annually Plus Benefits

## PROJECT SCHEDULE

- June 2019 Renovation Begins
- August 2019 Investment Expected To Be Complete

### Project Address:

400/480/490 Crosspoint Parkway  
Williamsville, New York 14221  
(Williamsville Central School District)

### Investment:

Acquisition: \$1,550,000  
Construction: \$2,440,321  
Soft/Other Costs: \$529,751

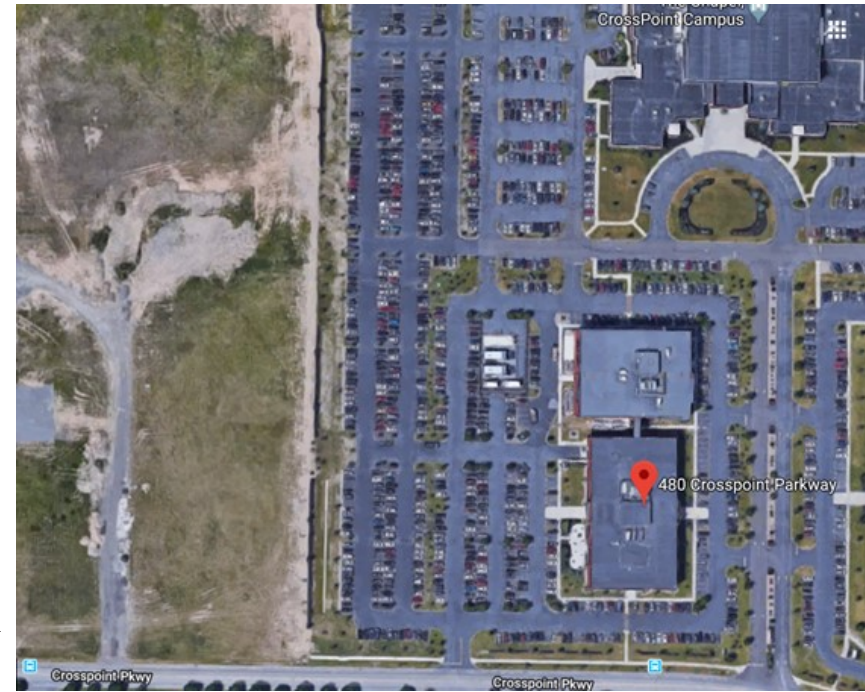
### Company Description:

The Uniland Partnership of Delaware, L.P., an affiliate of Uniland Development Company, engages in real estate development, construction, leasing, and management of industrial and commercial properties throughout the Western New York Region. Centene Corporation, which owns Fidelis Care, provides health insurance.

### Project Description:

Centene's office and data center two building complex at 480 and 490 Crosspoint requires additional parking to continue to grow. The company is evaluating a potential move of a department to 105 Crosspoint that would open up additional space for 70 new hires.

Centene, with a nation-wide footprint, has various options where to locate its operations. The benefits from the Agency would help induce Centene to pursue the expansion in Amherst. AIDA participation in the project is necessary to solidify the Amherst location and increase the feasibility of the project.



**PROJECT PROFILE:**

**CENTENE EXPANSION**

**\$4,519,982**

**AIDA COMPANY HISTORY:**

2010 - \$15,269,154 investment to construct a 90,000 SF building that would retain 463 jobs and create 100.

2013 - \$16,491,866 expansion which resulted in the construction of a 87,737 SF building that would retain 645 jobs and create 385.

**MATERIAL TERMS:**

1. Achievement of total 1,476 full-time equivalent jobs at the project location two years after project completion, and retention of such jobs for duration of the PILOT.
2. Investment of not less than \$3,841,985 at the project location as noted in the application.
3. Compliance with the Agency's Local Labor Policy in connection with the construction of the Project



# Board Report

Table 1: Basic Information

Project Name	Centene Expansion
Project Applicant	Centene
Project Description	Expansion of Parking Facilities to Facilitate 70 New Jobs at Centene (Fidelis Care) in Amherst, NY.
Project Industry	Insurance Carriers and Related Activities
Type of Transaction	Lease
Project Cost	\$4,520,072
Mortgage Amount	\$2,400,000
Direct Employment Expected to Result from Project (Annual FTEs)	1,487 (70 created and 1,417 retained)



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

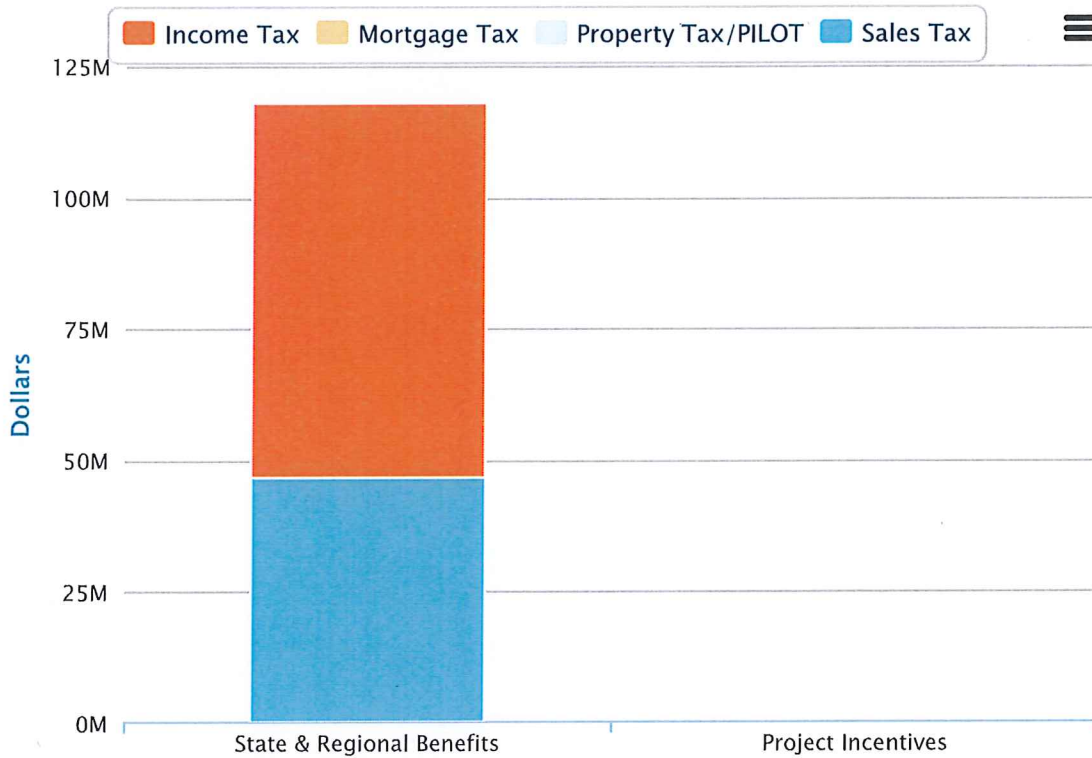


Table 2: Estimated State & Regional Benefits / Estimated Project Incentives Analysis (Discounted Present Value\*)

<b>Total State and Regional Benefits</b>	<b>\$117,876,846</b>	
<b>Total Project Incentives</b>	<b>\$109,411</b>	
<b>Projected Employment</b>	<b>State</b>	<b>Region</b>
<b>Total Employment</b>	<b>3,891</b>	<b>3,891</b>
Direct**	1,487 (70 created and 1,417 retained)	1,487 (70 created and 1,417 retained)
Indirect***	1,198	1,198
Induced****	1,181	1,181
Temporary Construction (Direct and Indirect)	24	24

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

<b>Total State and Regional Benefits</b>	<b>\$117,876,846</b>
Income Tax Revenue	\$71,101,041
Sales Tax Revenue	\$46,775,806

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

<b>Total Project Incentives</b>	<b>\$109,411</b>
---------------------------------	------------------

Mortgage Tax	\$24,000
Sales Tax	\$85,411

\* 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.

© Center for Governmental Research 2019. All rights reserved.

Powered by **InformANALYTICS** 

**RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE CONSTRUCTION AND EQUIPPING OF A VACANT PARCEL OF LAND AT 400 CROSSPOINT PARKWAY, AMHERST, NEW YORK BY THE UNILAND PARTNERSHIP OF DELAWARE, L.P. FOR USE AS A PARKING FACILITY FOR 480 AND 490 CROSSPOINT PARKWAY TO FACILITATE THE EXPANSION OF THE BUSINESS OPERATIONS OF CENTENE CORPORATION, FOR SALE OR LEASE TO THE AGENCY AND SUBSEQUENT LEASE OR RECONVEYANCE PURSUANT TO AN INSTALLMENT SALE CONTRACT TO UNILAND, 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**, The Uniland Partnership of Delaware, L.P., for itself or for related individuals or entities (the “Company”), has entered into negotiations with officials of the Agency with respect to the renovation and equipping by the Agency without the proceeds of a bond issue of a parcel of vacant land to be used for commercial purposes (the “Project”) and conveyance of the Project pursuant to an Installment Sale Contract or the lease of the Project to the Company, such Project to be located at a portion of the property commonly known as 400 CrossPoint Parkway, Amherst, New York (said portion being the “Premises”); and

**WHEREAS**, the Company has submitted an application 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 owns the real property and improvements located at 400, 480, 486 and 490 CrossPoint Parkway in the Town of Amherst for lease to multiple tenants at 480 and 490 CrossPoint Parkway; that one of the Company’s tenants, Centene Corporation (Centene) located at 480 CrossPoint Parkway, desires to undertake an expansion of its back-office operations to hire an additional seventy (70) employees; that the 480 and 490 CrossPoint buildings currently lack adequate parking facilities to accommodate the employees that would be hired for Centene’s proposed expansion; that the Company is therefore seeking Agency financing for the purpose of constructing and equipping a surface parking lot facility on the Premises, all at a cost of approximately \$4,519,982.00; that the Company anticipates that (70) new

full-time employment positions will be created by Centene 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 new employment, retain present employment and substantial capital investment, and (iii) that if Agency financing is disapproved, Centene is unlikely to undertake the expansion of its operations at 480 CrossPoint Parkway and 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 May 3, 2019, and has considered all oral and written presentations made at or in connection with said public hearing; 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 will complete the Project by obtaining a conventional loan from a third party, and 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.** The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith include: 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 \$2,440,231.00, an exemption from mortgage recording taxes for one or mortgages having an aggregate principal amount not to exceed \$2,400,000.00 and an abatement from real property taxes in accordance with the Agency's standard 7-year payment in lieu of tax schedule (collectively, the "Financial Assistance"). 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 to comply, throughout the period during which the Company is receiving Financial Assistance from the Agency (the "Compliance Period"), with the following covenants and agreements, each of which shall constitute a "Material Factor":

- (a) compliance with the Agency's Local Labor Policy in connection with the construction of the Project;
- (b) achievement by Centene of a total of 1,476 full-time equivalent jobs at 480 and/or 490 CrossPoint Parkway within two (2) year of Project completion and the retention of such jobs throughout the Compliance Period; and
- (c) investment of not less than 85% of the total Project cost of \$4,519,982.00 in the construction and equipping of the Project prior to Project completion.

**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.

**Section 4.** The Agency hereby authorizes the Company, as agent 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 agent of the Agency, to initiate the construction of building renovations 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 \$2,441,000.00 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 to the provision of the Financial Assistance authorized herein (the "Project Agreement") and to acquire an interest in the Project site and renovate a facility thereon, and the execution and delivery of 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 "Payment in Lieu of Tax 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, are hereby authorized. The Payment in Lieu of Tax Agreement shall provide for payments in accordance with the Agency's standard 7-year payment in lieu of tax schedule. 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 Payment in Lieu of Tax 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, the Agency is hereby authorized to execute and deliver to the lender(s) one or more collateral mortgages 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 \$2,400,000.00. 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, 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 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 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 any parcels adjacent thereto, 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 Sale 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 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 state and local environmental,



building and zoning requirements.

ADOPTED: May 17, 2019

ACCEPTED AND AGREED TO: \_\_\_\_\_, 2019

THE UNILAND PARTNERSHIP OF  
DELAWARE, L.P.

By: Univest I Corporation  
Its General Partner

By: \_\_\_\_\_  
Carl J. Montante  
President

**RESOLUTION OF THE TOWN OF AMHERST  
INDUSTRIAL DEVELOPMENT AGENCY GRANTING  
CONSENT TO THE SUBLEASE OF A PORTION OF 3500  
SHERIDAN DRIVE, BY 3500 SHERIDAN LLC, AS LESSEE,  
TO NORTH AMERICAN DENTAL REAL ESTATE, LLC,  
AS SUBLESSEE, IN CONNECTION WITH THE 2010 3500  
SHERIDAN DRIVE PROJECT**

**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**, to accomplish the purposes of the Act, the Agency authorized 3500 Sheridan Drive LLC (the “Lessee”) to acquire an approximately 1.3 acre parcel of land with an existing approximately 12,000 square foot building (the “Facility”) located at 3500 Sheridan Drive, Amherst, New York, in the Sheridan Drive Enhancement Area of the Town and acquire and install machinery and equipment required in connection therewith (the “Project”); and

**WHEREAS**, the Agency leased the Premises back to the Lessee pursuant to an Agency Lease Agreement dated as August 1, 2010 with respect to the Premises (the “Agency Lease Agreement”); and

**WHEREAS**, the Lessee has informed the Agency that Lessee intends to enter into a sublease transaction pursuant to which the Lessee will sublet 4,813 square feet of useable square feet located on the first floor of the Facility, along with the right to exclusive use of approximately 150 square feet of basement storage space (the “Subleased Premises”) to North American Dental Real Estate, LLC (the “Sublessee”) pursuant to a certain Assignment and Assumption of Sublease and Landlord Consent (the “Sublease Agreement”) by and between the Sublessee and One Buffalo Dental Rental Estate, LLC (the “Sublease Transaction”); and

**WHEREAS**, Section 9.3 of the Agency Lease Agreement provides that the Lessee may not sublease any portion of the Facility without the prior approval of the Agency, which consent will not unreasonably be withheld or delayed; and

**WHEREAS**, the Lessee has submitted, for the Agency’s review, documents to be executed by Sublessee and One Buffalo Dental Real Estate, LLC, in connection with the proposed sublease transaction including the proposed Sublease Agreement (the “Sublease Documents”).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:**

1. The Agency hereby consents to the sublease of the Subleased Premises to North American Dental Real Estate, LLC.

2. The Agency is authorized to enter into such agreements, assignments and other documents as necessary in connection with the Agency's granting of its consent to the Sublease Transaction, each in the form presented to and approved by Agency counsel.

3. The Chairman, Vice Chairman, Treasurer, Secretary, any Assistant Treasurer or Assistant Secretary and the CEO/CFO of the Agency are each individually authorized to execute and deliver such agreements, assignments and other documents as necessary in connection with the Agency's granting of its consent to the Sublease Transaction and to take such actions as may be necessary to effectuate the transactions contemplated by this resolution.

4. This resolution shall take effect immediately.

ADOPTED: May 17, 2019

## **Title: Director of Business Development**

### ***Summary:***

The Director of Business Development serves in the capacity of chief assistant to the Executive Director in implementing the Agency's strategic plan as it pertains to the business development and formulation of projects and programs. Acts in the capacity of the administrative head of the agency in the absence of the Executive Director and assists in the development of the Agency's strategic plan, objectives, policies, and procedures. Reports to the Executive Director.

### ***Principle Responsibilities:***

- Develop new projects for the agency, identify and develop relationships with existing and new business opportunities leading to investment in Amherst.
- Coordinate the planning and redevelopment activities of the Agency.
- Coordinate activities of the Agency related to economic development and redevelopment activities conducted by the Agency in conjunction with outside agencies; representing the Agency and/or Executive Director in regard to other economic development and planning agencies.
- Manage redevelopment real estate projects, producing and reviewing budget analyses, preparing grant applications, and monitoring contractors and consultants from bidding phase through project completion.
- Represent the Agency on other boards and task forces engaged in planning, redevelopment, and economic development as appropriate and/or as assigned by the Executive Director; act as a liaison to other levels of government.
- Contribute to marketing efforts, including enhancing social media presence.

### ***Key Skills and Characteristics:***

- Excellent verbal and written communication skills; ability to command the respect of professional and technical people from various organizations.
- Excellent organization, analytical, data/financial analysis, and negotiating skills.
- Strong knowledge of inter-governmental relations, planning, project development, and project management.
- Ability to function independently with little or no supervision.
- Strong knowledge of Amherst/WNY development context.

### ***Education & Requirements:***

- Education Level: Master's Degree in Urban Planning (Economic Development Concentration Preferred), MBA-Business Administration (with a development and/or real estate focus), or related field.
- Relevant Experience: Five (5) years' experience in business, institutional, consulting, and/or governmental agency work in economic development, planning or related field.