

**TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY**

**Agenda – 558th Meeting  
Friday, June 20, 2025-8:30 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
  - I. Town of Amherst 2025 Review of PILOT payments
4. Treasurer's Report
5. Public Comment
  - I. Speakers Limited to Three (3) Minutes
6. Executive Director's Report
7. Committee Reports
8. Unfinished Business
9. New Business
  - I. Authorization Resolution – Allient, Inc.
  - II. Authorization Resolution – Evolution Dental Science, Inc.
10. Adjournment

**TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY**

**Minutes of the 557<sup>th</sup> Meeting**

**Friday, June 5, 2025 – 9:05 am**

**James J. Allen Boardroom**

**Agency Offices, 4287 Main Street**

PRESENT: William Tuyn  
Anthony Agostino  
Hon. Timothy Drury  
Frank LoTempio, III  
Nicole Gavigan  
David S. Mingoia, Executive Director  
Kevin J. Zanner, Hurwitz & Fine PC

EXCUSED: Carlton N. Brock, Jr  
Hadar Borden

GUESTS : AIDA Staff  
Carly D. Brown, Hurwitz Fine PC  
Jacqui Berger  
Mike Yount, Delta Sonic, Inc.  
Eric Recocon, Benderson Development

Vice Chairman William Tuyn called the meeting to order and reminded everyone the meeting was being video recorded and live-streamed.

**MINUTES**

Upon a motion by Anthony Agostino, seconded by Nicole Gavigan and unanimously carried, the minutes of the April 2025 meeting were approved as presented.

**BILLS & COMMUNICATIONS**

There were no Bills & Communications presented at this meeting.

**TREASURER'S REPORT**

There was no Treasurer's Report presented at this meeting.

**PUBLIC COMMENT**

There was no Public Comment at this meeting.

**EXECUTIVE DIRECTOR'S REPORT**

There was no Executive Director's Report presented at this meeting.

## **COMMITTEE REPORTS**

There were no Committee Reports at this meeting.

## **UNFINISHED BUSINESS**

There was no Unfinished Business presented at this meeting.

## **NEW BUSINESS**

### **I. Amendment To Authorization Resolution – Novum Medical Products of NY, LLC**

The Company requested that 80 Creekside Drive, LLC be added as a benefitted party to the Project in order for it to receive the mortgage recording tax exemption and partial abatement from real property taxes which were approved by the Agency for the Project.

Frank LoTempio made a motion to approve the request of Novum Medical Products of NY, LLC to add 80 Creekside Drive, LLC as a party to their project authorized in April 2025. Nicole Gavigan seconded the motion. Votes of aye were cast by Tuyn, Agostino, Drury, LoTempio and Gavigan. Motion to approve passed by a vote of 5-0.

### **II. Authorization Resolution – Delta Sonic Care Wash Systems, Inc.**

The Company proposed to renovate and occupy 6010, 6030 and 6040 North Bailey and consolidate all of its soap blending, warehousing and distribution and corporate headquarters to a one campus environment. The company is investing in new manufacturing equipment, racking, furniture and fixtures and will increase its overall space use by 31,000 square feet. The current footprint of the headquarters, fabrication and distribution is scattered across multiple locations in the Cities of Buffalo and Tonawanda and Amherst and lack available space and infrastructure to accommodate its growth objectives. As per the Countywide Uniform Tax Exemption Policy, the existing communities were contacted and provided information and consideration for this investment. Correspondence from the respective Mayors indicates that these conditions were met.

Frank LoTempio made a motion to approve the Delta Sonic Care Wash Systems, Inc. project. Nicole Gavigan seconded the motion. Votes of aye were cast by Tuyn, Agostino, Drury, LoTempio and Gavigan. Motion to approve passed by a vote of 5-0.

### **III. Authorization Resolution – Mississippi ADP, LLC-Benderson Amherst Project**

The Company proposed to remodel existing property it owns on North Bailey that would consolidate its current operations to the site and make improvements including a 10,000 SF expansion that would accommodate Delta Sonic's operations, which is the

subject of a different application. The project includes building and site work improvements that would elevate the existing properties to modern, clean office space for its employees and customers.

Benderson Development Company is headquartered in Sarasota, Florida and is seeking assistance to justify making this investment to create a campus and keep jobs in Western New York. The company is seeking to overcome challenges from financial obstacles, noting that Florida has zero income tax, to operational efficiencies such as dated mechanicals, lack of expandability and parking shortages. The Amherst location allows for current and future growth and expansive experience for staff with onsite and nearby amenities. As per the Countywide Uniform Tax Exemption Policy, the existing communities were contacted and provided information and consideration for this investment. Correspondence from the respective Mayors indicates that these conditions were met.

Frank LoTempio made a motion to approve Mississippi ADP, LLC – Benderson Amherst project. Nicole Gavigan seconded the motion. Votes of aye were cast by Tuyn, Agostino, Drury, LoTempio and Gavigan. Motion to approve passed by a vote of 5-0.

9:27 am – Frank LoTempio made a motion to adjourn the meeting. Nicole Gavigan seconded the motion. Motion to adjourn passed unanimously.



## OFFICE OF TOWN COMPTROLLER

Jennifer Adams  
Interim Comptroller  
jadams@amherst.ny.us

5583 Main Street  
Williamsville, New York 14221  
(716) 631-7005

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

***05/14/2025***

#### **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 Town of Amherst is the sole member of the corporation and the AIDA is a discretely presented component unit of the Town of Amherst.

The AIDA enters into contractual arrangements with client companies that have outstanding industrial development revenue bonds. 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 2025 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 Procedure Performed:**

1. We read the 2024 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 2025 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 Assessors 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 was one property 2150 Wehrle Drive, SBL #81.02-1-16, which was still in the process of paying their PILOT. The amount owed to the Town is \$8,213.79 plus penalties.

89.179% or \$618,988.71 of the \$694,095.54 total PILOTS due were collected by the February 18<sup>th</sup> due date. The balance consisting of \$75,106.83; \$66,893.04 was collected past the due date with interest and \$8,213.79 is still in process. (94.974% or \$771,059.67 of the \$811,863.51 for 2024, the balance of \$40,803.84 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.

**PROJECT PROFILE:**  
**ALLIENT GLOBAL HEADQUARTERS**  
**\$1,679,676**  
**June 20, 2025**



**ELIGIBILITY**

- Commercial Project under NYS Law
- Eligible Project under Countywide Eligibility Policy

**COMPANY INCENTIVES (EST.)**

- Sales Tax = \$146,971

**PROJECT BENEFITS (EST.)**

- Income Taxes = \$2,551,888
- Sales Taxes = \$860,351

**EMPLOYMENT**

- 13 Construction and Supply Related Jobs Created
- 54 Full-Time Jobs Retained, 10 New Full-Time Jobs Created within 2-years of Project Completion
- 125 Full-Time Positions Result From Ongoing Impact of the Operation

**PROJECT SCHEDULE (EST.)**

- Work begins July 2025
- Project completion October 2025

**Project Address:**

6400 Main Street  
 Williamsville, New York 14221  
 (Williamsville School District)

**Investment:**

Renovation/Infrastructure:	\$1,403,831
Non-Manufacturing Equipment:	\$200,845
Soft/Other Costs:	\$75,000



**Project Description:**

Allient is a publicly traded global company on the NASDAQ, established in 1962, that designs, manufactures and sells precision and specialty controlled motion components and systems used in a broad range of industries. The company is headquartered in Amherst with global production across the United States, Canada, South America, Europe and Asia-Pacific with 90% of its business outside of New York State.

Since 2014, Allient (formerly known as Allied Motion Technologies Inc.) has maintained its headquarters at 495 Commerce Drive, Amherst. Due to steady growth of operations, the company is considering relocating its headquarters and requires a facility that can accommodate immediate and future needs. 6400 Main Street provides enough space for the company to continue to expand its headquarters and would include a new state of the art 1,500 square feet engineering lab.

Allient conducted a site selection process and cost benefit analysis to determine if it was feasible to relocate its global headquarters to an area with existing manufacturing facilities. Locations in Alabama, Oklahoma and Ohio were specifically analyzed. Agency assistance facilitates the continued location of the company's global headquarters in Amherst along with new jobs and investment.

**PROJECT PROFILE:**  
**ALLIENT GLOBAL HEADQUARTERS**  
**\$1,679,676**

**Page 2**

**AIDA COMPANY HISTORY:**

None

**MATERIAL TERMS:**

1. Investment of not less than \$1,427,725 at the project location as noted in the application.
2. Achievement of 63.5 full time equivalent positions within two years of project completion and maintenance of those jobs for an additional 3-years once the job commitment is met.
3. Compliance with the Agency's Local Labor Policy in connection with the construction of the Project.

**AIDA Project Evaluation Criteria - Headquarters & Fabrication**

Wage Rates:	\$120,000 Average Annual Salary
Regional Wealth Creation:	96% of sales outside of Erie County, 90% of sales outside of New York
In Region Purchases:	Applicant sources locally where possible for vendors supporting global headquarters functions
Research & Development Activities:	Company spent \$11 million in R&D expenses in 2024. Location will add a new engineering lab
Investments in Energy Efficiency:	N/A
Locational Land Use Factors:	New HQ presence with room for current and future growth
LEED/Renewable Resources:	N/A
Retention/Flight Risk:	The company's global footprint provide opportunities to locate functions out of the area
Workforce Access/Public Transportation:	NFTA service on Main Street



Town of Amherst Industrial Development Agency

MRB Cost Benefit Calculator

Date May 28, 2025  
Project Title Allient Global Headquarters  
Project Location 6400 Main Street, Williamsville 14221



Cost-Benefit Analysis Tool powered by MRB Group

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

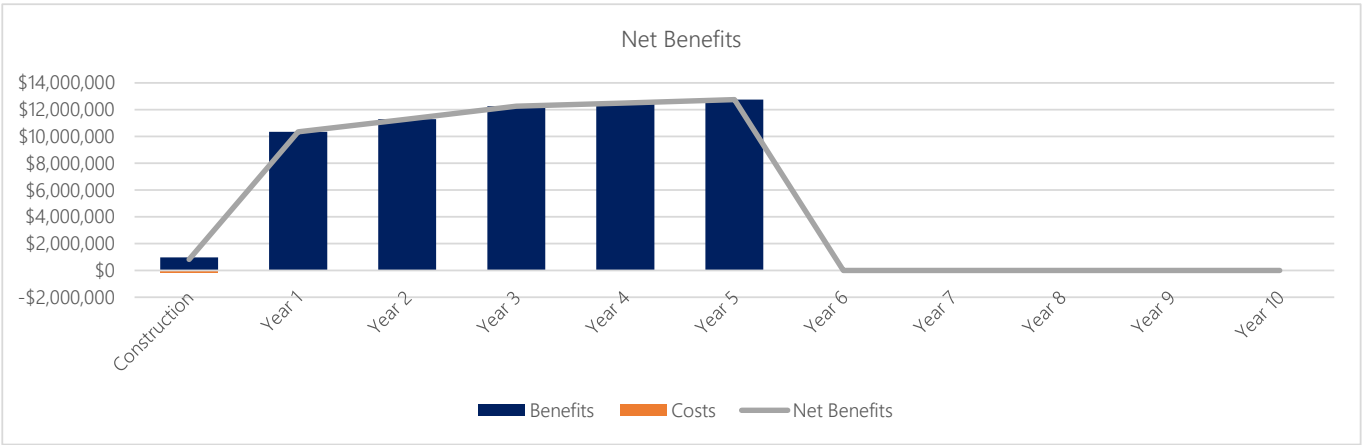
Construction Project Costs

\$1,679,676

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	7	6	13
Earnings	\$577,650	\$342,431	\$920,081
Local Spend	\$1,500,000	\$1,066,200	\$2,566,200

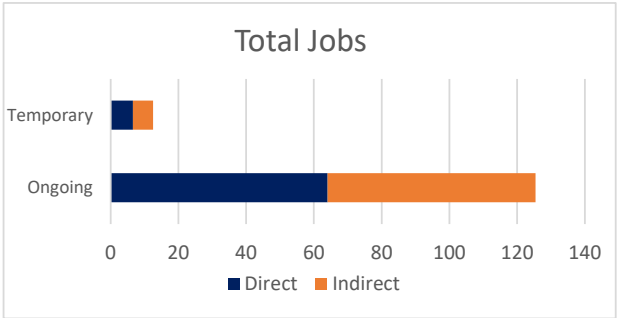
Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	64	61	125
Earnings	\$37,063,872	\$18,724,668	\$55,788,540

Figure 1



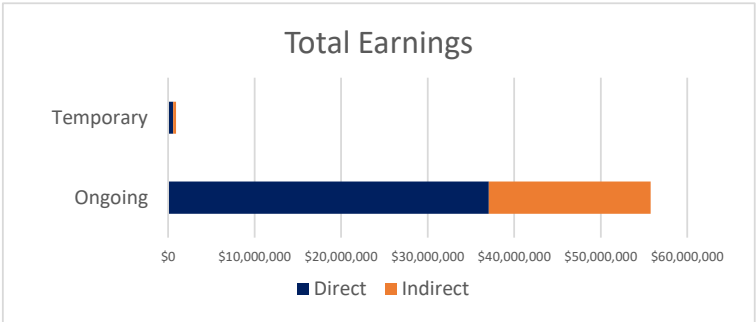
Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2



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Figure 3



Ongoing earnings are all earnings over the life of the PILOT.

# Fiscal Impacts

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$0	\$0
Sales Tax Exemption	\$146,971	\$146,971
Local Sales Tax Exemption	\$79,784	\$79,784
State Sales Tax Exemption	\$67,187	\$67,187
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$146,971</b>	<b>\$146,971</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$57,180,011</b>	<b>\$53,849,014</b>
To Private Individuals	\$56,708,621	\$53,405,084
Temporary Payroll	\$920,081	\$920,081
Ongoing Payroll	\$55,788,540	\$52,485,004
Other Payments to Private Individuals	\$0	\$0
To the Public	\$471,390	\$443,930
Increase in Property Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$7,648	\$7,648
Ongoing Jobs - Sales Tax Revenue	\$463,742	\$436,282
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$2,948,848</b>	<b>\$2,777,064</b>
To the Public	\$2,948,848	\$2,777,064
Temporary Income Tax Revenue	\$41,404	\$41,404
Ongoing Income Tax Revenue	\$2,510,484	\$2,361,825
Temporary Jobs - Sales Tax Revenue	\$6,441	\$6,441
Ongoing Jobs - Sales Tax Revenue	\$390,520	\$367,395
<b>Total Benefits to State &amp; Region</b>	<b>\$60,128,860</b>	<b>\$56,626,079</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$53,849,014	\$79,784	675:1
State	\$2,777,064	\$67,187	41:1
<b>Grand Total</b>	<b>\$56,626,079</b>	<b>\$146,971</b>	<b>385:1</b>

\*Discounted at the public sector discount rate of: 2%

## Additional Comments from IDA

Prepared by DM

Does the IDA believe that the project can be accomplished in a timely fashion? Yes  
Does this project provide onsite childcare facilities? No

**RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE RENOVATION AND EQUIPPING OF AN APPROXIMATELY 21,942 SQUARE FOOT FACILITY BY ALLIENT INC., LOCATED AT 6400 MAIN STREET, AMHERST, NEW YORK, FOR SALE OR LEASE TO THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AND RECONVEYANCE OR SUBSEQUENT LEASE TO ALLIENT INC. PURSUANT TO AN INSTALLMENT SALE CONTRACT OR LEASE 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**, Allient Inc., a Colorado business corporation, for itself and/or for related individuals or entities (the “Company”), has submitted an application to the Agency requesting the Agency to undertake a certain project (the “Project”) consisting of: (i) the renovation and equipping of an existing 21,942 square foot office facility and related site improvements (the “Improvements”); (ii) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the “Equipment”); and (iii) the conveyance of the Project pursuant to a lease or installment sale of the Project to the Company, such Project to be located at 6400 Main Street in the Town of 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 the renovation of an existing 21,942+/- square foot building and related site improvements located at 6400 Main Street, Amherst, New York for commercial purposes, all at a cost of approximately One Million Six Hundred Seventy-Nine Thousand Six Hundred Seventy-Six and No/100 Dollars (\$1,679,676.00); that the Company anticipates that fifty-four (54) full-time equivalent positions will be retained and that ten (10) full-time equivalent positions 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 retain existing substantial employment and result in substantial capital investment; and (iii) 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 June 5, 2025, 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 prepared 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 Agency must satisfy the requirements contained in the State Environmental Quality Review Act and regulations adopted pursuant thereto (collectively, “SEQRA”) prior to making a final determination whether to undertake the Project; and

**WHEREAS**, based on the Agency’s review of the Application and a Part 1 Environmental Assessment Form (“Part 1 EAF”), the Project qualifies as a Type II action under SEQRA and therefore no further environmental review is required.

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

**Section 1.** The Agency, based upon the representations made by the Company to the Agency in the Application and the Part 1 EAF, hereby finds and determines that the Project qualifies as a Type II action pursuant to Sections 617.5(c)(1), 617.5(c)(2) and 617.5(c)(31) of the SEQRA regulations and no further environmental review is required.

**Section 2.** The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith consists of 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 One Million Six Hundred Seventy-Nine Thousand Six Hundred Seventy-Six and No/100 Dollars (\$1,679,676.00) (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 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 of sixty-three and one-half (63.5) full-time equivalent jobs within two (2) years of Project completion, and the maintenance of those jobs for three (3) years after Project completion; and
- (c) investment of not less than One Million Four Hundred Twenty-Seven Thousand Seven Hundred Twenty-Five and No/100 Dollars (\$1,427,725.00) at the Project location as noted in the Application.

**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 to make renovations thereto. The Company is authorized to proceed with the acquisition, construction and renovation of the Project as set forth in the Project Agreement, the Agency Lease Agreement or Installment 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, equipment, fixtures and furnishings 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 One Million Six Hundred Seventy-Nine Thousand Six Hundred Seventy-Six and No/100 Dollars (\$1,679,676.00) 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 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 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, Agency Lease Agreement, Installment Contract 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.** Reserved.

**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 or installment sale contract 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 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 three (3) years after Project completion 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 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 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. 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 not 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 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, Agency Lease Agreement, Installment Contract 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 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.** Certain construction work done under contract in connection with financial assistance from the Agency may be subject to the requirements of Section 224-a of the Labor Law of the State, including without limitation the requirement that such construction be subject to the prevailing wage requirements of Sections 220 and 220-b of the Labor Law. In addition, such construction work may be required by Section 224-a of the Labor Law to comply with the objectives and goals of minority and women-owned business enterprises pursuant to Article 15-A of the Executive Law and service-disabled veteran-owned business pursuant to Article 17-B of the Executive Law. The Company acknowledges receipt of notice pursuant to Section 224-a(8)(d) of the Labor Law that the sales and use tax exemption benefit amount referred to in Section 8.5(d) and real property tax benefit amount referred to herein are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. The Company represents and warrants that it understands the requirements of Section 224-a of the Labor Law and the applicability of such requirements to the Project and shall comply therewith.

**Section 18.** This Resolution is subject to compliance with all local building and zoning requirements.

ADOPTED: June 20, 2025



ACCEPTED AND AGREED TO: \_\_\_\_\_, 2025

**ALLIENT INC.**

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

Name:

Title:

**PROJECT PROFILE:**  
**EVOLUTION DENTAL SCIENCE HEADQUARTERS**  
**\$5,975,000**  
**June 20, 2025**



**ELIGIBILITY**

- Commercial Project under NYS Law
- Eligible Project under Countywide Eligibility Policy

**COMPANY INCENTIVES (EST.)**

- Property Tax = \$408,237
- Sales Tax = \$70,000
- Mortgage Tax = \$28,500

**PROJECT BENEFITS (EST.)**

- New Property Taxes = \$354,063
- Income Taxes = \$4,084,990
- Sales Taxes = \$1,390,031

**EMPLOYMENT**

- 13 Construction and Supply Related Jobs Created
- 85 Full-Time Jobs Retained, 25 Full-Time New Jobs Created within 2-years of Project Completion
- 176 Full-Time Positions Result From Ongoing Impact of the Operation

**PROJECT SCHEDULE (EST.)**

- Work begins September 2025
- Project completion June 2026

**Project Address:**

150 Essjay Road  
 Williamsville, New York 14221  
 (Williamsville School District)

**Investment:**

Building Purchase: \$3,500,000  
 Construction: \$1,000,000  
 Manufacturing Equipment: \$500,000  
 Non-Manufacturing Equipment: \$300,000  
 Soft/Other Costs: \$175,000

**Project Description:**

Evolution Dental Science (EDS) was founded in 1993 and has grown into a nationally recognized leader in dental restorations setting industry standards in restorative manufacturing. EDS is the parent company of Evolution Dental Lab, Olivia Dental Lab and Evolve Dentistry, each contributing to a comprehensive suite of dental restoration solutions from crowns, implants, mouth guards and digital technology.

EDS is proposing to expand its operations by purchasing 150 Essjay Road and developing a new state of the art laboratory facility and headquarters that will replace leased space at 125 Lawrence Bell Drive. The company will keep its leased space in Cheektowaga which functions as a storage and workforce training facility. 150 Essjay is currently owned by Independent Health and is not subject to property taxes. EDS's investment creates a state-of-the-art facility including next-generation AI systems for design, manufacturing and 3D printing of dental prosthetics and collaborative areas designed to host dental practitioners and perform research and development.

With over 95% of its revenue generated out of New York State, EDS has looked into relocating to areas outside of New York, including the Carolinas and Florida due to its partnership with Heartland Dental. Agency assistance would offset financial costs of investing locally and the pursuit of southern states that have indicated financial incentives support for EDS to relocate.



**PROJECT PROFILE:**  
**EVOLUTION DENTAL SCIENCE HEADQUARTERS**  
**\$5,975,000**

**Page 2**

**AIDA COMPANY HISTORY:**

- None

**MATERIAL TERMS:**

1. Investment of not less than \$5,078,750 at the project location as noted in the application.
2. Achievement of 106 full time equivalent positions within two years of project completion and maintenance of those jobs for the PILOT term.
3. Compliance with the Agency's Local Labor Policy in connection with the construction of the Project.

**AIDA Project Evaluation Criteria - Office/Headquarters**

Wage Rates:	Over \$53,000 Average Annual Salary
Regional Wealth Creation:	80% of sales outside of Erie County 75% of sales outside of New York
In Region Purchases:	Sources locally from Ivoclar, Great Lakes Ortho and UB
Research & Development Activities:	Participated in R&D with UB BIG program and designates 10% of operating income on improvements
Investments in Energy Efficiency:	N/A
Locational Land Use Factors:	Going to purchase 150 Essjay as company headquarters
LEED/Renewable Resources:	N/A
Retention/Flight Risk:	The company has been courted by other areas in the Carolinas and Florida
Workforce Access/Public Transportation:	NFTA serves the project location

# Town of Amherst Industrial Development Agency

## MRB Cost Benefit Calculator

Date May 8, 2025  
Project Title Benderson Amherst Office Investment  
Project Location 6000-6040 North Bailey, 14226



## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

### Construction Project Costs

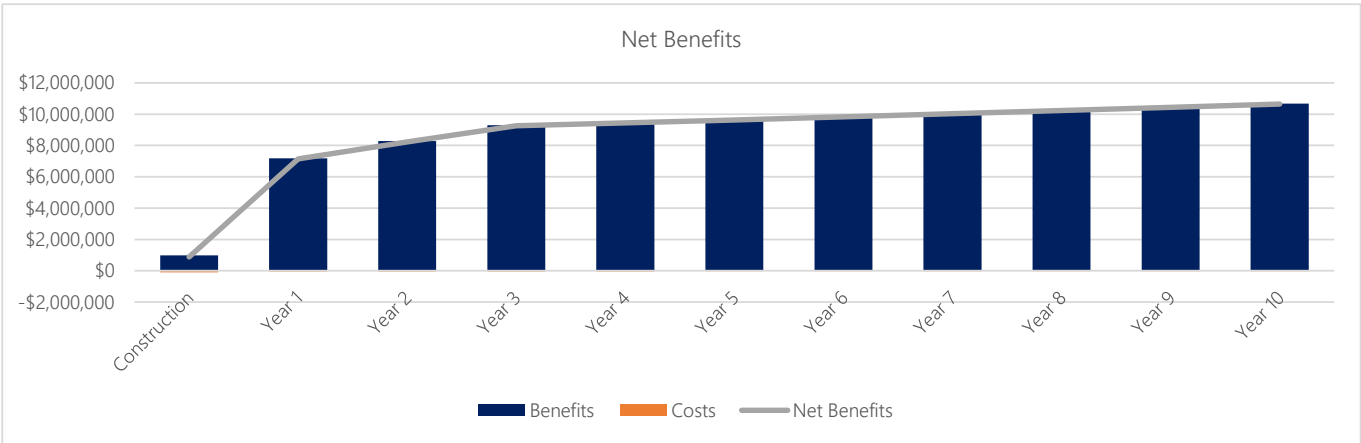
\$5,975,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	7	6	13
Earnings	\$577,650	\$342,431	\$920,081
Local Spend	\$1,500,000	\$1,066,200	\$2,566,200

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	110	66	176
Earnings	\$59,737,710	\$30,119,753	\$89,857,463

Figure 1



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

Figure 2

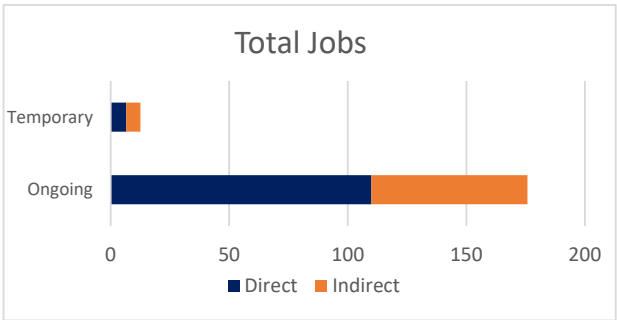
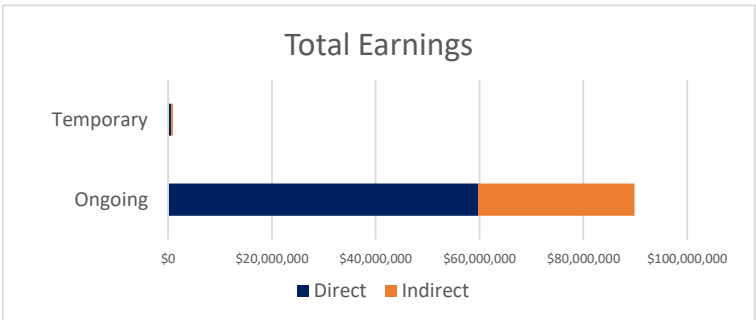


Figure 3



# Fiscal Impacts

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$408,237	\$368,925
Sales Tax Exemption	\$70,000	\$70,000
Local Sales Tax Exemption	\$38,000	\$38,000
State Sales Tax Exemption	\$32,000	\$32,000
Mortgage Recording Tax Exemption	\$28,500	\$28,500
Local Mortgage Recording Tax Exemption	\$9,500	\$9,500
State Mortgage Recording Tax Exemption	\$19,000	\$19,000
<b>Total Costs</b>	<b>\$506,737</b>	<b>\$467,425</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$91,886,195</b>	<b>\$82,173,172</b>
To Private Individuals	<b>\$90,777,544</b>	<b>\$81,182,525</b>
Temporary Payroll	\$920,081	\$920,081
Ongoing Payroll	\$89,857,463	\$80,262,444
Other Payments to Private Individuals	\$0	\$0
To the Public	<b>\$1,108,651</b>	<b>\$990,647</b>
Increase in Property Tax Revenue	\$354,063	\$315,818
Temporary Jobs - Sales Tax Revenue	\$7,648	\$7,648
Ongoing Jobs - Sales Tax Revenue	\$746,940	\$667,182
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$4,720,432</b>	<b>\$4,221,491</b>
To the Public	<b>\$4,720,432</b>	<b>\$4,221,491</b>
Temporary Income Tax Revenue	\$41,404	\$41,404
Ongoing Income Tax Revenue	\$4,043,586	\$3,611,810
Temporary Jobs - Sales Tax Revenue	\$6,441	\$6,441
Ongoing Jobs - Sales Tax Revenue	\$629,002	\$561,837
<b>Total Benefits to State &amp; Region</b>	<b>\$96,606,627</b>	<b>\$86,394,663</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$82,173,172	\$416,425	197:1
State	\$4,221,491	\$51,000	83:1
<b>Grand Total</b>	<b>\$86,394,663</b>	<b>\$467,425</b>	<b>185:1</b>

\*Discounted at the public sector discount rate of: 2%

## Additional Comments from IDA

Prepared by DM

Does the IDA believe that the project can be accomplished in a timely fashion? Yes  
Does this project provide onsite childcare facilities? No

**RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING A PROJECT CONSISTING OF THE ACQUISITION, RENOVATION AND EQUIPPING OF AN APPROXIMATELY 34,700 SQUARE FOOT OFFICE BUILDING BY EVOLUTION DENTAL SCIENCE LLC, LOCATED AT 150 ESSJAY ROAD, AMHERST, NEW YORK, FOR LEASE OR SALE TO THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AND SUBSEQUENT LEASE OR RECONVEYANCE PURSUANT TO A LEASE OR INSTALLMENT SALE CONTRACT TO EVOLUTION DENTAL SCIENCE LLC, THE EXECUTION OF A MORTGAGE AGREEMENT, LEASE AGREEMENTS AND/OR INSTALLMENT SALE CONTRACT, A 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**, Evolution Dental Science LLC, a New York limited liability company, for itself and/or for related individuals or entities, including an affiliated entity to be formed to acquire the Premises (the “Company”), has submitted an application to the Agency requesting the Agency to undertake a certain project (the “Project”) consisting of: (i) the acquisition of a leasehold interest in certain property located at 150 Essjay Road in Amherst, New York (SBL No. 69.14-5-5) (the “Premises”); (ii) the renovation of an office facility and related site improvements aggregating approximately 34,700 square feet (collectively, the “Improvements”); and (iii) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the “Equipment”); and

**WHEREAS**, the Company 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 the renovation and development of a warehouse, light manufacturing, research/development and office facility, and related on-site improvements located at 150 Essjay Road in Amherst, New York, all at a cost of approximately Five Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$5,975,000.00); that the Company anticipates that eighty-five (85) full-time equivalent jobs will be retained and twenty-five (25) 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 the Project will result in substantial capital investment; 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; and

**WHEREAS**, after the giving of all required notices (including published notice), the Agency held a public hearing on the Project on June 5, 2025, 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, prepared a cost-benefit analysis with respect to the Project and has evaluated 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 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 Agency must satisfy the requirements contained in the State Environmental Quality Review Act and regulations adopted pursuant thereto (collectively, “SEQRA”) prior to making a final determination whether to undertake the Project; and

**WHEREAS**, based on the Agency’s review of the Application and a Part 1 Environmental Assessment Form (“Part 1 EAF”), the Project qualifies as a Type II action under SEQRA and therefore no further environmental review is required.

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

**Section 1.** The Agency, based upon the representations made by the Company to the Agency in the Application and the Part 1 EAF, hereby finds and determines that the Project qualifies as a Type II action pursuant to Sections 617.5(c)(1), 617.5(c)(2) and 617.5(c)(31) of the SEQRA regulations and no further environmental review is required.

**Section 2.** The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith include: (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 Eight Hundred Thousand and No/100 Dollars (\$800,000.00); (ii) an exemption from mortgage recording taxes for one or more mortgages having a principal amount not to exceed Three Million Eight Hundred Thousand and

No/100 Dollars (\$3,800,000.00); and (iii) an abatement from real property taxes in accordance with the Agency's ten (10) 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 with the following covenants and agreements, each of which shall constitute a "Material Factor":

- (a) Investment of no less than Five Million Seventy-Eight Thousand Seven Hundred Fifty and No/100 Dollars (\$5,078,750.00) at the Project location as noted in the Application;
- (b) Achievement of one hundred six (106) full-time equivalent jobs and maintenance of those jobs throughout the term of the PILOT Agreement; and
- (c) Compliance with the Agency's Local Labor Policy in connection with the construction of the Project.

**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 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 Eight Hundred Thousand and No/100 Dollars (\$800,000.00) 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 develop 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 Sale 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 Agency’s ten (10) 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 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 (“Mortgage Agreement”), 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 subject to the Agency exemption shall not exceed Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00). 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, development 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 the 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 and use 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 not 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 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.** Certain construction work done under contract in connection with financial assistance from the Agency may be subject to the requirements of Section 224-a of the Labor Law of the State, including without limitation the requirement that such construction be subject to the prevailing wage requirements of Sections 220 and 220-b of the Labor Law. In addition, such construction work may be required by Section 224-a of the Labor Law to comply with the objectives and goals of minority and women-owned business enterprises pursuant to Article 15-A of the

Executive Law and service-disabled veteran-owned business pursuant to Article 17-B of the Executive Law. The Company acknowledges receipt of notice pursuant to Section 224-a(8)(d) of the Labor Law that the sales and use tax exemption benefit amount referred to in Section 8.5(d) and real property tax benefit amount referred to herein are “public funds” and not otherwise excluded under Section 224-a(3) of the New York Labor Law. The Company represents and warrants that it understands the requirements of Section 224-a of the Labor Law and the applicability of such requirements to the Project and shall comply therewith.

**Section 18.** This Resolution is subject to compliance with all local building and zoning requirements.

ADOPTED: June 20, 2025

ACCEPTED AND AGREED TO: \_\_\_\_\_, 2025

**Evolution Dental Science LLC**

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