



6122 South Park Avenue  
Hamburg, New York 14075  
716.648.4145  
[www.HamburgIDA.com](http://www.HamburgIDA.com)

**Hamburg Industrial Development Agency  
Board of Directors Meeting**

**MEETING AGENDA**

**Wednesday December 15, 2021 7:30 AM**

**Blasdell Village Hall, Court Room, 121 Miriam Avenue, Blasdell, New York**

Join Zoom Meeting

<https://us02web.zoom.us/j/89064913933?pwd=Y0c2TmFUN1FYVWNyR0dvNGlyRit4dz09>

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 890 6491 3933

Passcode: 14075

1. Roll Call
2. Reading and Approval of November 2021 Minutes
3. Report of the Treasurer:
  - November Treasurer Report
4. Executive Director Update:

**Unfinished Business**

- Local Labor Policy – Motion
- Recognition of Service Supervisor Jim Shaw at December 13<sup>th</sup> TOH Board Meeting

5. Privilege of the Floor

**New Business** *(deadline for New Business is Thursday at 5:00)*

- January Board Meeting date change – January 19<sup>th</sup> cancelled, reschedule for January 12<sup>th</sup> same time and place.
- Project Extension – Oaks at South Park
- HIDA Staff compensation

6. Executive Session
7. Adjournment

**HAPPY HOLIDAYS**

**Next meeting: January 12, 2022, 7:30am Blasdell Village Hall**



**Unapproved/draft**  
(BOD motion for approval at 12/15/21 meeting)

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**Hamburg Industrial Development Agency  
Board of Directors Meeting  
November 17, 2021, 7:30am  
Blasdell Village Hall**

**Present**

Wence Valentin  
Tom Moses  
Davis Podkulski  
Bob Hutchison  
Cam Hall  
Robert Reynolds  
Janet Plarr

**Excused**

Andy Palmer  
Norma Rusert-Kelly

**Guests**

Jennifer Strong, Neill & Strong  
Mary Doran, HIDA  
Francesca Bond, Hamburg Sun - Zoom

**Executive Director**

Sean Doyle

**-Pledge of Allegiance**

**-Roll Call**

**-Motion** to open the board meeting at 7:32am.

**Moved:** Tom Moses                      **Seconded:** Bob Hutchison  
**Ayes:** Moses, Hutchison, Podkulski, Hall, Valentin, Reynolds  
**Nays:** none  
**Carried**

**-Motion** to approve the October 2021 board meeting minutes

**Moved:** Wence Valentin              **Seconded:** Bob Hutchison  
**Ayes:** Moses, Hutchison, Podkulski, Hall, Valentin, Reynolds  
**Nays:** none  
**Carried**

Treasurer, Bob Reynold's gave an update on the financials. Income for the month of October amounted to \$22,261.33, expenses included a sponsorship of \$100 and public hearing costs of \$970.00. The account balance as of October 31<sup>st</sup> is \$1,015,710.82.

**-Motion** to approve the October 2021 Treasurer Report

**Moved:** Wence Valentin              **Seconded:** Bob Hutchison  
**Ayes:** Moses, Hutchison, Podkulski, Hall, Valentin, Reynolds  
**Nays:** none  
**Carried**

**-Motion** to temporarily elect Kimberly Sessanna, currently Interim Director of the Town of Hamburg Finance Department, to Interim CFO of the Hamburg Industrial Development Agency.

**Moved:** Bob Reynolds                   **Seconded:** Bob Hutchison  
**Ayes:** Moses, Hutchison, Podkulski, Hall, Valentin, Reynolds  
**Nays:** none  
**Carried**

-Doyle stated the Town is reviewing applicants for the position of Finance Director and are looking at a January 2022 decision/hire date.

-Janet Plarr joined the meeting at 7:40am

-Doyle turned the floor over to Attorney, Jennifer Strong, who spoke on the change to New York State's Open Meeting Law. It now requires all meeting documents to be available online 24 hours before the meeting and print copies available at each board meeting for all attendees.

#### **Executive Director Update:**

- E-One's attorneys are reviewing the documents the extension gave them until December 17<sup>th</sup> to close.
- Palace Theatre is waiting for NYS reimbursement, than will repay the HNYLDC loan.
- CD Rates, Doyle meet with Wence and his company Treasurer to discuss their company investment strategy. Doyle is researching CD rates, looking at taking \$500k from each company and investing in 12 month CDs. He will take the findings to the Finance Committee, then present to the board.
- The potential project at South Park and Sowles is moving forward.
- Pitch Hamburg received ARPA funding in the amount of \$200k at the Town of Hamburg Board meeting on Monday. This is huge in moving this project along the monies will be used to hire a director.
- Doyle on the the Government Affairs Committee with the Southtowns Regional Chamber of Commerce stated they have been working on the State of the Town Address which takes place in January along with putting together a legislative directory on the Chamber website.
- CARES Funding - the Supervisor approved the grant contract. The HDC will be able to deploy \$450k and assist small businesses as long as they meet the criteria. Doyle already has 10-15 businesses interested in the grant.
- Local Labor Policy/amendment is still a work in progress. Doyle sent the proposal, to financially penalize companies not meeting the local labor criteria on a scale basis to which any monies received would be donated to a workforce program such as BOCES, to the NYOSC to get their opinion. The NYSOSC said they could not express an opinion on the proposal they referred us back to our own attorney. Attorney, Strong, did not see any issues with the proposal. Doyle asked the board their opinion if it should be presented to state representatives. The board members discussed the proposed amendment to the Local Labor Policy at length and were in agreement; the HIDA should go ahead and institute its own policy to penalize companies that do not comply with our local labor policy. After the policy amendment is instituted, it should be presented to other local IDAs. Doyle and Strong will work up a resolution for the next meeting.

-Doyle read the following resolution to which if approved he will read at the Town Board meeting on December 13<sup>th</sup> 7:00pm on behalf of the HIDA to honor outgoing Supervisor Shaw.

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**Resolution in Recognition of Supervisor James M. Shaw**

*Whereas, The author, John C. Maxwell said, leadership is about one life influencing another. Supervisor Shaw, you have led the Town of Hamburg as a role model for integrity, strength and moral toughness throughout your term. Regardless of political affiliation or creed your leadership has been appreciated.*

*And Whereas, through your role as liaison to the Hamburg IDA, you supported the agency through a difficult time with the untimely passing of our director Mike Bartlett. As we navigated through a new era with new staff and the ever-changing economic issues, legislative landscape, and even a global pandemic.... your unwavering support enabled the agency board to cultivate a prosperous investment environment in Hamburg.*

*And Whereas, Through your support, we have cultivated over \$100 million dollars of economic development in Hamburg, hundreds of jobs, and our members have secured the agency's position as one of the preeminent economic development organizations in New York State. Through enhancing the industrial and commercial investments in Hamburg, you have been able to hold the line on town taxes for Hamburg residents and continue to move our community forward in every positive direction.*

*Now Therefore, Jim, we are so thankful for your service to our Town and for your support of economic development in Hamburg. As a small token of our gratitude, we are funding a sponsorship to Feedmore Hamburg, in your honor. A sincere gesture of our heartfelt thanks for all you do in Hamburg.  
Congratulations Supervisor Shaw!*

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**-Motion** to approve the above resolution to be presented at the December 13, 2021 Town of Hamburg Board meeting.

**Moved:** Wence Valentin      **Seconded:** Janet Plarr  
**Ayes:** Moses, Hutchison, Podkulski, Hall, Valentin, Reynolds, Plarr  
**Nays:** none  
**Carried**

**-Privilege of the Floor** – no comments

-Doyle read the following resolution for Key Capture Energy, LLC, name change.

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**RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING KEY CAPTURE ENERGY, LLC (THE "LESSEE") TO CONSTRUCT AND INSTALL A 20 MW UTILITY SERVICING BATTERY ENERGY STORAGE FACILITY FOR WHOLESALE ELECTRIC MARKETS AT 2026 ELECTRIC AVENUE IN THE VILLAGE OF BLASDELL, AS AGENT FOR THE AGENCY FOR LEASE TO THE AGENCY AND SUBSEQUENT LEASEBACK TO THE LESSEE AND TO TAKE OTHER ACTION.**

*WHEREAS, KEY CAPTURE ENERGY, LLC (the "Lessee") has entered into negotiations with the officials of the Town of Hamburg Industrial Development Agency (the "Agency") with respect to the construction and installation of a 20 MW utility servicing battery energy storage facility for wholesale electric markets at 2026 Electric Avenue in the Village of Blasdell for lease to the Agency and subsequent Leaseback to the Lessee (the "Project"); and*

*WHEREAS, the Agency induced the Project on September 10, 2021; and*

*WHEREAS, the Lessee has asked to substitute a related entity KCE NY 6, LLC as the Lessee to receive the same benefits as approved.*

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

Section 1. The Agency hereby consents to the assignment of the approved benefits from Key Capture Energy, LLC to KCE NY 6, LLC

Section 2. The Agency hereby consents that KCE NY 6, LLC is now the Lessee.

Section 3. This resolution shall take effect immediately.

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**-Motion** to approve the above name change for Key Capture Energy, LLC.

**Moved:** Cam Hall      **Seconded:** Bob Reynolds

**Ayes:** Moses, Hutchison, Podkulski, Hall, Valentin, Reynolds, Plarr

**Nays:** none

**Carried**

-Doyle read the following resolution for RJP Holdings, Inc. aka Johnson's Taphouse

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**RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING RPJ HOLDINGS, INC (THE "LESSEE") TO CONSTRUCT, INSTALL AND EQUIP AN APPROXIMATELY 17,490 SQUARE FOOT BREWING AND DISTILLING FACILITY AT 0 LAKESHORE ROAD, TOWN OF HAMBURG, AS AGENT FOR THE AGENCY FOR LEASE TO THE AGENCY AND SUBSEQUENT LEASEBACK TO THE LESSEE AND FURTHER SUBLEASE TO JOHNSON'S TAPHOUSE, INC. (or related entity) (THE SUBLESSEE") AND TO TAKE OTHER ACTION.**

WHEREAS, RPJ HOLDINGS, INC. (the "Lessee") has entered into negotiations with the officials of the Town of Hamburg Industrial Development Agency (the "Agency") with respect to the construction, installation and equipping of an approximately 17,490 square foot brewing and distilling facility at 0 Lakeshore Drive in the Town of Hamburg for lease to the Agency and subsequent Leaseback to the Lessee and further sublease to JOHNSON TAPHOUSE, INC. (or related entity) (the "Sublessee") who will be the sole tenant (the "Project"); and

WHEREAS, the assistance contemplated by the Agency will include mortgage tax abatement; sales tax exemption on any materials and/or equipment purchased for incorporation into Project; and real property tax abatement in accordance with existing Agency Uniform Tax Exemption Policy and Guidelines; and

WHEREAS, the Lessee has submitted an Eligibility Questionnaire and other materials and information to the Agency (collectively hereinafter the "Eligibility Questionnaire") to initiate the accomplishment of the above; and

WHEREAS, the Agency has, after giving all required notices, held a public hearing on the Project pursuant to Section 859-A of the General Municipal Law; and

WHEREAS, the Eligibility Questionnaire sets forth certain information with respect to the Lessee, including the following: that the Lessee desires Agency assistance with respect to the construction, installation and equipping of an approximately 17,490 square foot brewing and distilling facility at 0 Lakeshore Drive in the Town of Hamburg for lease to the Agency and subsequent Leaseback to the Lessee and further sublease to the Sublessee for the continued growth of the Sublessee. If the assistance is granted, **the Sublessee anticipates retaining 30 FTE and hiring another 50 FTE employees at the Project location** in the Town of Hamburg within two years following the completion of the Project; that the Project will result in substantial capital investment; that there will be no adverse disruption of existing employment at facilities of a similar nature in the Town of Hamburg; if Agency assistance is disapproved, the Lessee would have to scale back the Project negatively impacting future growth in New York; and that, therefore, Agency assistance is necessary to encourage the Lessee and Sublessee to proceed with the Project in the Town of Hamburg; and

WHEREAS, the Agency desires to further encourage the Lessee and Sublessee with respect to the Project, if by so doing it is able to induce the Lessee to proceed with the Project in the Town of Hamburg.

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

Section 1. The Agency hereby determines that the acquisition, construction, equipping and installation of the Project and the financing or other assistance thereof by the Agency pursuant to the New York State Industrial Development Agency Act will promote and is authorized by and will be in furtherance of the policy of the State as set forth in said Act. The Agency further hereby determines, on the basis of the Eligibility Questionnaire and supplemental information furnished by the Lessee, as follows: (a) it would not have financed or otherwise assisted the Project except to induce the location of the Project in the area to be served by the Project as there is a demonstrable need for the Project; (b) that Agency financing and/or other assistance is reasonably necessary to promote economic development and to induce the Lessee to proceed with the Project; (c) there will be no substantial adverse disruption of existing employment or facilities of a similar nature to the Project in such area; (d) the Project will allow the Lessee to expand its business in the Town of Hamburg; (e) the Project will create additional employment and provide substantial capital investment; The Agency further determines, on the basis of the Lessee's Eligibility Questionnaire that; (f) the Project as represented is reasonably necessary to provide the purposes of the Act, subject to verification and confirmation of such representations prior to the into a lease with mortgage or lease only transaction and (g) the Project is an integral part of the Lessee's plan to proceed with the Project in the Town of Hamburg.

Section 2. The Chairman, Vice Chairman, Executive Director, Secretary and Assistant Secretary of the Agency and other appropriate officials of the Agency and its agents and employees are hereby authorized and directed to take whatever steps may be necessary to cooperate with the Lessee and Sublessee to assist in the acquisition, construction equipping and installation of the Project.

Section 3. The Lessee is authorized to initiate the construction, installation and equipping of an approximately 17,490 square foot brewing and distilling facility at 0 Lakeshore Drive in the Town of Hamburg for lease to the Agency and subsequent Leaseback to the Lessee and further sublease to the Sublessee at a total Project Cost not to exceed **\$4,080,000.00**, subject to the obtaining of all required approvals from the Town of Hamburg and other involved governmental agencies, and to advance such funds as may be necessary to accomplish such purposes.

Section 4. The Agency is hereby authorized to enter into such agreements with the Lessee and the Sublessee, as the Chairman, Vice Chairman, Executive Director or other officer may deem necessary in order to accomplish the above.

Section 5. The Lessee and Sublessee are authorized to make purchases of goods and services relating to the Project that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$2,500,000.00** which may result in a New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$218,750.00**. The Agency may consider any requests by the Lessee and Sublessee for increases in the amount of sales and use tax benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services necessary for the completion of the Project.

Section 6. Any such action heretofore taken by the Lessee in initiating the acquisition, construction, installation and equipping of the Project is hereby ratified, confirmed and approved.

Section 7. Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Lessee. By acceptance hereof, the Lessee agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, officers, 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 in good faith with respect to the Project and the financing thereof.

Section 8. The Agency hereby authorizes and approves real property tax abatement benefits structured through a **ten year PILOT** ("PILOT Agreement") estimated to provide **\$308,420.57** in real property tax abatement benefits, and resulting in estimated total payments in lieu of taxes of **\$81,985.22** over the term of the PILOT Agreement.

Section 9. The Agency hereby authorizes and approves that the value of the mortgage to be placed upon the facility shall not exceed **\$4,000,000.00** and that the mortgage tax exemption benefit shall not exceed **\$30,000.00**.

Section 10. The execution and delivery of a Project and Agent Agreement, Closing Agreement, Lease to Agency, and Leaseback Agreement between the Agency and the Lessee, each being substantially in the form approved by the Agency for prior transactions or in form approved by the Chairman, Vice Chairman, Executive Director or Assistant Secretary is hereby authorized. The appropriate officers of the Agency are hereby authorized to execute, seal, acknowledge and deliver such agreement and any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution. The execution and delivery of each such instrument shall be conclusive evidence of due authorization and approval.

Section 11. *The execution and delivery of a mortgage from the Agency and the Lessee to a lender selected by the Lessee and approved by the Chairman, Vice Chairman, Executive Director or Assistant Secretary in an amount not to exceed \$4,000,000.00 and other ancillary documents, if required, which mortgage and ancillary documents shall be substantially in the form approved by the Agency for prior transactions or in form approved by the Chairman, Vice Chairman, Executive Director or Assistant Secretary is hereby authorized. The appropriate officers of the Agency are hereby authorized to execute, seal, acknowledge and deliver such agreement and any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution. The execution and delivery of each such instrument shall be conclusive evidence of due authorization and approval.*

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 Lessee's purposes or needs. The Lessee is satisfied that the Project is suitable and fit for Lessee's 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 Lessee hereby indemnifies and holds the Agency harmless from any such loss, damage or expense.*

Section 13. *The provisions of Section 875 of the General Municipal Law shall apply to this Project. In the event it is determined that an agent, project operator or other person or entity obtained state sales and use exemptions benefits for which they were not entitled or which were in excess of the amount authorized or which are for property or services not authorized or taken in cases where such Lessee, its agents, project operators or other person or entity failed to comply with a material term or condition to use property or services in the manner required by Agreements entered into between the Agency and the applicant with respect to the Project, the agent, project operator or other person or entity shall comply with all the provisions of Section 875 and pay back to the Agency the amount of the state sales and use tax exemptions benefits that they obtained but were not entitled to.*

Section 14. *Should the Agency's participation in this Project be challenged by any party, in the courts or otherwise, the Lessee shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from 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 Lessee hereunder or otherwise.*

Section 15. *This resolution is subject to compliance with all local building and zoning requirements.*

Section 16. *The Agency has reviewed the approvals adopted by the Town of Hamburg Planning Board on October 6, 2021 determining that the proposed action will not have a significant impact on the environment and that a draft environmental impact statement will not be required to be prepared and the Agency hereby determines, based upon information furnished to the Agency by the Town of Hamburg and such other information as the Agency has deemed necessary to make this determination, that the Project does not require the preparation of an environmental impact statement under the State Environmental Quality Review Act, being Article 8 of the New York State Environmental Conservation Law, as the contemplated actions will not have a significant effect on the environment and the Agency hereby confirms the negative declaration previously adopted by the Town of Hamburg attached hereto and made a part hereof.*

Section 17. *The provisions of the Town of Hamburg Industrial Development Agency Policy for Recapture and/or Termination or Modification of Financial Assistance and Local Labor Policy shall be applicable to this Project.*

Section 18. *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 Lessee pursuant to Sections 12, 13, 14 and 17 of this Resolution which shall survive any expiration or termination) or (b) allow the Lessee additional time in which to close the transactions contemplated by this Resolution based upon affirmative actions taken by the Lessee to complete such transactions. Upon any allowance of additional time to close, the Agency may charge the Lessee an extension fee in accordance with the Agency's fee schedule.*

ADOPTED: November 17, 2021

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Bob Hutchison said it was a great project for the location and area.

Bob Reynolds said it was a good public hearing on Monday and supports the project.

**-Motion** to approve the above resolution for RJP Holdings, LLC.

**Moved:** Janet Plarr

**Seconded:** Davis Podkulski

**Roll Call Vote:**

**Ayes:** Moses - aye, Hutchison - aye, Podkulski -aye, Plarr- aye, Hall – aye, Reynolds –aye, Valentin – aye,

**Nays:** none

*Carried*

**-Motion** to approve pension payments to Doyle and Doran per their employment contracts.  
Doyle - \$3,715.00, Doran - \$1,265.00

**Moved:** Bob Reynolds

**Seconded:** Bob Hutchison

**Ayes:** Moses, Hutchison, Podkulski, Plarr, Hall, Valentin, Reynolds

**Nays:** none

**-Motion** to adjourn at 8:17am

**Moved:** Tom Moses

**Seconded:** Cam Hall

**Ayes:** Moses, Hutchison, Podkulski, Plarr, Hall, Valentin, Reynolds

**Nays:** none

*Carried*

Sincerely,

Sean Doyle, Executive Director

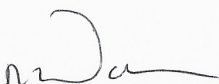


# Town of Hamburg Industrial Development Agency

## Treasurer's Report

As of November 30, 2021

	Nov 30, 21	Dec 31, 20
<b>ASSETS</b>		
Current Assets		
Checking/Savings		
Cash		
Cash-Checking	16,289.83	39,123.74
Cash-Savings	1,084,647.25	613,097.71
Total Cash	1,100,937.08	652,221.45
Total Checking/Savings	1,100,937.08	652,221.45
Total Current Assets	1,100,937.08	652,221.45
<b>TOTAL ASSETS</b>	<b>1,100,937.08</b>	<b>652,221.45</b>
<b>LIABILITIES &amp; EQUITY</b>		
Equity		
Opening Balance Equity	499,980.27	499,980.27
Retained Earnings	152,241.18	201,457.32
Net Income	448,715.63	-49,216.14
Total Equity	1,100,937.08	652,221.45
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,100,937.08</b>	<b>652,221.45</b>



# Town of Hamburg Industrial Development Agency

## Treasurer's Report

### November 2021

	Nov 21	Jan - Nov 21
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Administrative Fees	97,213.69	597,675.02
Application Fees	1,500.00	2,000.00
Interest Earnings	127.80	1,346.98
Refund	0.00	94.49
<b>Total Income</b>	98,841.49	601,116.49
<b>Gross Profit</b>	98,841.49	601,116.49
<b>Expense</b>		
Audit	0.00	4,500.00
Business Expenses & Mileage	87.72	1,929.38
Cell Phone	83.33	916.63
<b>Complete Payroll</b>		
Payroll and Benefits	9,154.62	109,886.37
Processing Payroll	93.40	1,232.90
Total Tax Liabilities	683.18	8,149.39
<b>Total Complete Payroll</b>	9,931.20	119,268.66
Conferences & Seminars	45.00	3,533.89
Marketing	0.00	260.00
Membership Dues	255.00	7,450.00
<b>Office Expenses</b>		
IT Support	2,250.00	3,530.15
Postage	0.00	165.00
Subscriptions	34.99	388.89
Supplies	331.99	2,485.47
Office Expenses - Other	330.00	1,005.00
<b>Total Office Expenses</b>	2,946.98	7,574.51
Payroll Expenses	0.00	1,835.79
Publicity & Public Hearings	266.00	2,918.00
Sponsorship	0.00	1,714.00
<b>Total Expense</b>	13,615.23	151,900.86
<b>Net Ordinary Income</b>	85,226.26	449,215.63
<b>Other Income/Expense</b>		
<b>Other Expense</b>		
Other expense	0.00	500.00
<b>Total Other Expense</b>	0.00	500.00
<b>Net Other Income</b>	0.00	-500.00
<b>Net Income</b>	85,226.26	448,715.63

**TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY  
LOCAL LABOR POLICY  
(Attachment to HIDA Application for Financial Assistance)**

**Adopted:** August 7, 2015, re-adopted as written January 26, 2021,  
re-adopted as written June 16, 2021

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**Local Labor Workforce Certification**

Project applicants (the “Company”), as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Town of Hamburg Industrial Development Agency (the “Agency”), will be required to utilize Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the “Project”).

Local Labor Defined

Local Labor is defined as individuals residing in Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, and Orleans County (collectively, the “Local Labor Area”).

Local Labor Requirement

At least 90% of all Project employees of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the “Workers”) working on the Project must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

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Waiver of Requirement

It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the “Local Labor Waiver Request”) contingent on board approval and subject to agency fees.

Local Labor Requirement	Waiver Fee**
Less than 90% local labor	10% of the agency project fee
Less than 80% local labor	30% of the agency project fee
Less than 70% local labor	50% of the agency project fee
Less than 60% local labor	100% of the agency project fee

\*\* Agency fees associated with local labor waivers will be utilized to promote adult career training in Erie County. These fees will be remitted to The Erie 1 BOCES Educational Foundation, Inc. or a similar not for profit agency.

Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the “Report”) on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

In addition, the Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) Agency staff, upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice of said Local Labor Requirement violation (the “Notice of Violation”) shall be provided to the Company. The Company shall have 10 business days thereafter to either: (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement; (ii) submit the Local Labor Waiver Request as described above; or (iii) confirm in writing its inability to meet the Local Labor Requirement. If the Company does not respond to the Agency’s Notice of Violation, or if the Company confirms its inability to meet the Local

Labor Requirement then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requested waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realizes and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

**NAME OF COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public

RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL  
DEVELOPMENT AGENCY EXTENDING THE INDUCEMENT PERIOD  
AND THE SALES TAX PERIOD FOR THE OAKS AT SOUTH PARK, LLC,  
UNTIL JUNE 15, 2022

**WHEREAS, the Town of Hamburg Industrial Development Agency (the “Agency”) by resolution adopted on June 25, 2019 induced The Oaks at South Park, LLC (the “Lessee”) with respect to the acquisition and equipping by the Agency with the proceeds of a lease with mortgage for the acquisition by the Lessee of an approximately 27 acre parcel of land located at 5138 South Park Avenue in the Town of Hamburg, the construction by the Lessee, as agent for the Agency (i) the adaptive re-use of a former school building and re-development the parcel of land for construction of 19 two-story buildings totaling 152 housing units and (ii) installation of baseball and softball fields and other amenities and the acquisition and installation of machinery, equipment, furnishings and fixtures by the Lessee, as agent for the Agency, all for a residential housing complex with additional services (the “Project”). The project will be leased by the Lessee to the Agency for sublease back to the Lessee for sub-sublease to residential tenants which will be the occupants of the project.**

WHEREAS, due to COVID - 19 pandemic and the mandated construction shutdown and the supply-chain delays as a result of border closings and supply demands, the Lessee has been unable to complete the Project within the time frame originally anticipated and has requested that the time period for completion be extended for an additional six months; and

WHEREAS, The Town of Hamburg Industrial Development Agency approved a temporary policy to waive extension fees for project extensions for COVID-19 Pandemic related delays on May 26, 2020 to lessen the economic burden of induced project delays related to the COVID-19 Pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY AS FOLLOWS:

1. The Agency does hereby extend the inducement period and the sales tax period for the Lessee from December 15, 2021 until June 15, 2022 **and waives the extension fee;** and
2. This resolution shall take effect immediately.

ADOPTED: December 15, 2021.

ACCEPTED: The Oaks at South Park, LLC  
as Lessee

By \_\_\_\_\_  
Anthony Cutaia  
Member