

# Schuyler County Industrial Development Agency (SCIDA) Application for Tax Exempt Bond Financing and/or Straight-Lease Transaction

## I. APPLICANT INFORMATION

Company Name: FIRST SECOND DEVELOPMENT, LLC  
 Address: 617 DINGENS STREET  
BUFFALO NEW YORK 14206  
 Phone No.: 716. 893. 6551  
 Fax No.: 716. 893. 6517  
 Federal Tax ID: 82-2356343  
 Contact Person: DAVID HART  
 E-Mail: DHART@HARTHOTELS.COM  
 Date: 7.27.21

Form of Entity:

- Corporation  
 Partnership (General \_\_\_ or Limited \_\_\_; Number of General Partners \_\_\_ and, if applicable, Number of Limited Partners \_\_\_, List Partners in section below.  
 Limited Liability Company, Number of Members 2  
 Sole Proprietorship

b. Principal Owners/Officers/Directors: (List owners with 5% or more in equity holdings with percentage of ownership)

Name	Address	Percentage Ownership/Office
DAVID HART	617 DINGENS STREET BUFFALO 14206	50%
PETER KROG	4 CENTRE DRIVE ORCHARD PARK 14127	50%

(Use attachments if necessary)

c. If a corporation, partnership, limited liability company:

What is the date of establishment? 5.27.2016 Place of organization NEW YORK

If a foreign organization, is the Applicant authorized to do business in the State of New York?       

(Attach organizational chart or other description if applicant is a subsidiary or otherwise affiliated with another entity)

d. If the applicant entity is a subsidiary of a corporation or another entity, provide all parent information:

Form of Entity:

- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Partnership (General \_\_\_ or Limited \_\_\_; Number of General Partners \_\_\_ and, if applicable, Number of Limited Partners \_\_\_, List Partners in section below.
- \_\_\_\_\_ Limited Liability Company, Number of Members \_\_\_
- \_\_\_\_\_ Sole Proprietorship

Principal Owners/Officers/Directors: (List owners with 5% or more in equity holdings with percentage of ownership)

Name	Address	Percentage Ownership/Office

(Use attachments if necessary)

d. Attach certified financial statements for the company's last three complete fiscal years. If the company is publicly held, attach the latest Form 10K as well.

**II. APPLICANT'S COUNSEL**

Name/Firm: MIKE SCHIAVONE LIPSITZ GREEN . . . .

Address: 42 DELAWARE AVE SUITE 120  
BUFFALO, NEW YORK 14202

Phone No.: 716. 844. 3500

Fax No.: 716. 854. 3013

E-Mail: MSCHIAVONE@LGLAW.COM

**III. PROJECT INFORMATION:**

a. Please provide a brief narrative description of the Project (attach additional sheets or documentation as necessary).

SEE ATTACHED

b. Location of Project

Project Address:

30 N. FRANKLIN STREET

Town/Village of:

WATKINS GLEN

Name of School District:

WATKINS GLEN

Tax Map No.:

65.09-2-57

c. Are Utilities on Site? Water:  Electric:  Gas:  Sanitary/Storm Sewer:  Telecom:

d. Present legal owner of the site if other than Applicant and by what means will the site be acquired for this Project:

SALEIA MARKET I, LLC TRANSFER TO FIRST SECOND DEVELOPMENT, LLC  
IDENTICAL OWNERSHIP

e. Zoning of Project Site:

Current:

LD

Proposed:

LD

f. Are any zoning approvals needed? Identify: NO

g. Local Permitting and Approvals – Does the project require local planning or permitting approvals? If so, please explain. YES PLANNING BOARD Will a site plan application to be filed? YES If so, please include copy if prepared.

h. Has another entity been designated lead agent under the State Environmental Quality Review Act ("SEQRA")? YES; If yes, please explain:

VILLAGE OF WATKINS GLEN

i. Will the Project result in the removal of a plant or facility of the Applicant or a proposed Project occupant from one area of the State of New York to another area of the State of New York? NO; If yes, please explain:

j. Will the Project result in the abandonment of one or more plants or facilities of the Applicant or a proposed Project occupant located in the State of New York? NO; If yes, explain:

k. If the answer to either question i. or j. is yes, indicate whether any of the following apply to the Project:

1. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please provide detail:

NA

2. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

l. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? No; If yes, please explain:

m. If the answer to l. is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? \_\_\_\_\_%

n. If more than 33.33%, indicate whether any of the following apply to the Project:

1. Will the Project be operated by a not-for-profit corporation? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please explain:

2. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please explain:

3. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the Project and related jobs outside of New York State? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please explain:

4. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please explain:

5. Will the Project be located in one of the following: (i) an area designed as an Empire Zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes \_\_\_\_\_; No \_\_\_\_\_. If yes, please explain:

o. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes \_\_\_\_\_; No . If yes, please complete the following for EACH existing or proposed tenant or subtenant:

lessee name: SENECA MARKET I, LLC

Present Address: 16 N. FRANKLIN STREET

City: WATKINS GLEN State: NY Zip: 14891

Employer's ID No.: 20-8213942

Sub lessee is a: LLC (Corporation, LLC, Partnership, Sole Proprietorship)

Relationship to Company: SISTER COMPANY IDENTICAL OWNERSHIP

Percentage of Project to be leased or subleased: 33%

Use of Project intended by sub lessee: FITNESS CENTER

Date and Term of lease or sublease to Sub lessee: JUNE 2021 - MAY 2026

Will any portion of the space leased by this sub lessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes ; No . If yes, please provide on a separate attachment (a) details and (b) the answers to questions I. 1-5 with respect to such sub lessee.

p. Project Costs (Estimates) and Sources of Capital: Identify and list all private and public sources of capital.

Category	Investment Amount	Investment Amount	
	Private Investment	Federal/State /Local Funds (Value for Each)	
	Identify Value of Equity & Loans for each	Grant	Loan
Land-acquisition <u>BUILDING</u>	275,000	+250,000	+500,000
Buildings- Construction/Renovation	1,235,000		
Utilities, roads and appurtenant costs			
Machinery and Equipment	100,000		
Soft Costs (Architect and Engineering Fees)	20,000		
Costs of Bond issue			
Construction Loan Fees and interest	5,000		
Other (specify)			
<b>Total Project Costs</b>	<b>1,635,000</b>		
Equity/Debt Ratio:	70/30		

q. Job Creation (Full Time Equivalent) :

Construction jobs created by the Project: 12 Anticipated Dates of Construction: 3/21 - 6/21  
Jobs created by tenants (if applicable): 0

Labor market from which applicant will draw (locations) LOCAL; and number of residents and labor force within the labor market \_\_\_\_\_.

Permanent jobs created by the Project

**Column A:** Insert the job titles that exist within the company at the time of application, as well as any job titles that will be established as a result of the Project.

**Column B:** Indicate the entry level wage for each listed job title either in terms of hourly pay or annual salary.

**Column C:** Indicate the percentage or dollar value of the fringe benefit package for each listed job title.

**Column D:** For each listed job title insert the number of positions that exist at the time of application.

**Column E:** Insert the number of jobs to be created during year one of the Project for each listed job title.

**Column F:** Insert the number of jobs to be created during year two of the Project for each listed job title.

**Column G:** Insert the number of jobs to be created during year three of the Project for each listed job title.

**Column H:** Indicate the total number of jobs to be created for each listed title as a result of the Project. (Column E + Column F + Column G = Column H)

(A) Job Title	(B) Annual or Hourly Wages	(C) Value of Fringe Benefits	(D) Current Number of Positions	(E) Jobs Created: Year One	(F) Jobs Created: Year Two	(G) Jobs Created: Year Three	(H) Total Jobs Created
TOTALS:							0

**r. Financial Assistance Requested from the Agency:**

**Tax Benefits**

1. Is the applicant requesting any real property tax exemption in connection with the Project? Yes  No
2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes  No . If yes, what is the approximate amount of financing to be secured by mortgages? \$ 500,000.
3. Is the applicant expecting to be appointed agent of the Agency for purposes of exemption from of New York State Sales Tax or Compensating Use Tax? Yes  No .

Potential SCIDA Financial Assistance

- A. Estimated Project Costs eligible for Industrial Development Agency Financial Assistance
  1. Sales and Use Tax
    - A. Amount of Project Cost Subject to Sales and Use Tax: \$ **900,000**
    - Sales and Use Tax Rate: 8.0 %
    - B. Estimated Sales Tax (A X .08): \$ **72,000**
  2. Mortgage Recording Tax Exemption
    - A. Projected Amount of Mortgage: \$ —
    - Mortgage Recording Tax Rate: 1.00 %
    - B. Estimated Mortgage Recording Tax (A X .01): \$ —
  3. Real Property Tax Exemption
    - A. Projected Increase in Assessed Value on Project: \$ **100,000**
    - B. Total Applicable Tax Rates Per \$1,000: \$ **28,000**
    - C. Estimated Annual Taxes without PILOT (A X B)/1,000: \$ **2,800**
  4. Interest Exemption (Bond transactions only)

- a. Total Estimated Interest Expense Assuming Taxable Interest: \$
- b. Total Estimated Interest Expense Assuming Tax-exempt Interest Rate: \$

**B. Estimated Benefits of Industrial Development Agency Financial Assistance**

- 1. Current Company employment in Schuyler County
- 2. Current Company payroll in Schuyler County \$
- 3. Project Jobs to be Created over 3 years

**TYPE OF FINANCIAL ASSISTANCE REQUESTED:**

- Sales & Use Tax Exemption \$ Amount 72,000
  - Mortgage Recording Tax Exemption \$ Amount -
  - Real Property Tax Exemption SEE ATTACHED \$ Amount 19,600
  - Interest Exemption (Bond transactions only) \$ Amount -
- \* Total Amount of Financial Assistance Requested \$ 91,600**

s. For Industrial Revenue Bonds ONLY, including this project, list capital expenditures of the company at Project location:

Category	Last Three Years	Next Three Years
Land		
Building		
Equipment		
Soft Costs		
Other		
<b>Total</b>		

t. List any other positive impacts that the Project may have on Schuyler County:

ATTACHED

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u. Application is valid for a period of one (1) year from the date of IDA Board acceptance. Extensions maybe requested.

**V. REPRESENTATIONS BY THE APPLICANT**

The Applicant understands and agrees with the Agency as follows:

- A. **Job Listings:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "WIB Entities") of the service delivery area created by the federal Workforce Innovation and Opportunity Act (WIOA) in which the Project is located.
- B. **First Consideration for Employment:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in WIOA programs who shall be referred by the WIOA Entities for new employment opportunities created as a result of the Project.
- C. **Annual Sales Tax Filings:** In accordance with Section 874 (8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874 (8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.
- D. **Annual Employment Reports (NYS 45):** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed and their related wages at the project site.
- E. **Failure To Comply:** The applicant understands and agrees that, the applicant will remain in compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulation. Failure to maintain compliance will result in the return of all or a portion of the financial assistance provided for the project. Further, the applicant acknowledges that submission of any knowingly false or misleading information may lead to immediate termination of any financial assistance and reimbursement of an amount equal to all or any tax exemptions claimed as a result of the project.
- F. **Absence of Conflicts of Interest:** The applicant has received from the Agency a list of the members, officers, employees and Counsel of the Agency. No member, officer, employee, or Counsel of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:  


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- G. **Anti-Pirating Provisions:** The applicant understands and agrees that the project will not violate GML 862 anti-pirating provisions and the agency will notify the current host community before the public hearing process is initiated.

**HOLD HARMLESS AGREEMENT AND APPLICATION DISCLAIMER  
CERTIFICATION PURSUANT TO NEW YORK STATE FREEDOM OF INFORMATION LAW ("FOIL")**

Applicant hereby releases the SCHUYLER COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take



reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction\*:

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(\* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such)

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

The undersigned officer of the applicant deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the Agency and legal counsel for the Agency, whether or not the Application, the proposed project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the proposed project described herein and (C) any further action taken by the Agency with respect to the proposed project; including without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.

By executing and submitting this Application, the applicant covenants and agrees to pay the following fees to the Agency, the same to be paid at the times indicated:

(a) A fee of \$3,000.00 is payable to SCIDA at the time the application is submitted. \$2,500 will be credited at closing; \$500 is non-refundable. If this Application is not accepted by the Agency, portions of the \$2,500 deposit may be refunded. This application is valid for a period of one (1) year from the date of IDA Board acceptance.

(b) An amount equal to 1.00% of the total project costs for projects with bond financing, and an amount reflecting the scaled fee noted on page 3 for Straight-Lease Transactions for all other projects for which the Agency provides financial assistance, to be paid at transaction closing;

(c) An amount determined by Agency Staff payable to the Agency's bond/transaction counsel for the preparation and review of the inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;

(d) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency in connection with the proposed project; with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Agency's bond/transaction counsel;


(e) The cost incurred by the Agency and paid by the applicant, including bond/transaction counsel and the Agency's general counsel's fees and the processing fees, may be considered as a costs of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

The applicant further covenants and agrees that the applicant is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

- (a) The applicant's withdrawal, abandonment, cancellation or failure to pursue the Application;
- (b) The inability of the Agency or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
- (c) The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
- (d) The Agency's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that under penalties of perjury as true, accurate and complete, the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. Submission of any knowingly false or misleading information may lead to immediate termination of any financial assistance and reimbursement of an amount equal to all or part of any tax exemptions claimed.

Company Acknowledgment and Certification:

By:   
Name: DAVID HART  
Title: MANAGER

Sworn to before me this 27<sup>th</sup> day of January, 2021.

  
Notary Public

DEBRA A. HERMAN  
NOTARY PUBLIC, STATE OF NEW YORK  
REGISTRATION NO. 01HE6172277  
QUALIFIED IN ERIE COUNTY  
My Commission Expires Aug. 6, 2023

## **SCIDA application**

### **III. Project Information**

Applicant First Second Development, LLC has identical membership interest as Seneca Market I, LLC, who is the owner of the Watkins Glen Harbor Hotel (WGHH). WGHH opened in 2008. Over time WGHH acquired nearby buildings. First, the former VFW building located at 30 N. Franklin Street and second the home located at 136 Second Street at the corner of Decatur Street. There is a third acquisition under a purchase contract, the former Guthrie health clinic building located at 1 First Street. We expect to close on the purchase of Guthrie in March 2021.

After many years of successful operation at WGHH ownership recognizes an opportunity to activate these three buildings into additional hospitality, service and residential uses creating a hospitality campus in the neighborhood. The building at 30 N. Franklin Street (applicant) will be renovated to include a first floor fitness center for hotel guest use and four market rate apartments, two apartments each on floors two and three. Applicant is considering the option to offer a limited number of public memberships to utilize the fitness center. The home at 136 Second Street was purchased as a three apartment residence. The home will be renovated and converted into a short term rental property affiliated with WGHH. WGHH will service and maintain the residence with hotel staff. Guests will check in and check out at WGHH and may avail themselves of hotel services. The former Guthrie building will be converted into a day spa. The spa will be open to the general public and hotel guests. WGHH guest surveys have indicated adding spa services as the highest favored amenity currently not offered at WGHH. The acquisition cost of the three buildings is \$1.365M. The total investment in renovations, fixtures and equipment in the buildings over the next year is estimated at \$3M.

#### **Proposed PILOT**

Ten total years. Full abatement of the increase years 1-5. Year 6 pay 20% of the increase. Year 7 pay 40% of the increase. Year 8 pay 60% of the increase. Year 9 pay 80% of the increase. Year 10 no relief.

#### **Page 10 positive impacts**

All three buildings are currently empty. Invigorating them with appropriate capital improvements will enhance the village streetscape. Opening them as the home to these new businesses will also increase the vitality of the village. In addition, these businesses will be complimentary to WGHH ensuring continued success of the hotel. There will be construction jobs created, some using local trades. There will also be some locally purchased services and materials to complete the renovations. There will be a no permanent jobs created however there will be expanded hours of employment for WGHH staff. The transient rental property will increase the local sales and occupancy tax collections. With the spa and likely the fitness center open to the public local residents can take advantage of new in demand services.