



APPLICATION TO
YONKERS INDUSTRIAL DEVELOPMENT AGENCY
FOR
FINANCIAL ASSISTANCE

UPDATED 7/23/2015
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page 2)

I. APPLICANT INFORMATION: DATE: 6 / 16 / 2015

Company Name: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]

Contact Person: [REDACTED]

Email: [REDACTED]

Federal ID No: 35-2383343

Principal Owners/Directors: (List owners with 15% or more in equity holdings with percentage ownership)

Yonkers Waterfront Properties LLC

Hudson Member I (5%) [REDACTED]

Hudson Member II (95%) [REDACTED]

Corporate Structure (Attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

TYPE OF ENTITY (Please check one): ☒ Taxable or ☐ Tax Exempt

Date of the establishment: 09 / / 2010

Place of organization: New York

☐ Corporation

☐ Partnership: ☐ General or ☐ Limited

number of general partners

and, if applicable, number of limited partners

☒ Limited Liability Company/Partnership (number of members)

☐ Sole Proprietorship

If a foreign organization, is the Applicant authorized to do business in the State of New York? ☐ Yes ☐ No

APPLICANT'S COUNSEL

Name: Richard Shea, Jr., Esquire, Cohn Birnbaum & Shea, P.C.

Address: 100 Pearl Street, 12th Floor, Hartford, CT 06103-4500

Phone: 860-493-2200

E-Mail: rshea@cb-shea.com

II. PROJECT INFORMATION

Project Address: Parcel B, Wells Ave.

Block(s) & Lot(s): Block 2605, Lot 75

- A) Attach a narrative description of any proposed acquisitions, construction or reconstruction and a description of the costs and expenditures expected.

COST OF TOTAL PROJECT: \$ 85,000,000

CLIENT COSTS:

Real Estate	\$ <u>0.00</u>
Construction	\$ <u>75,000,000</u>
Furnishings, Equip. & other	
Sales taxable	\$ <u>4,000,000</u>
Not sales-taxable	\$ <u>1,400,000</u>
Property Assessed Value	\$ <u>213,000</u>
Mortgage Amount	\$ <u>60,000,000</u>

COST BENEFIT ANALYSIS:

Costs = Financial Assistance

Estimated Sales Tax Exemption	\$ <u>2,847,500</u>
Estimated Mortgage Tax Exemption	\$ <u>1,080,000</u>
Estimated Property Tax Abatement <u>Credit Refund</u>	\$ <u>QEZE=75% refund to 2015</u>
Estimated Interest Savings IRB Issue	\$ <u>N/A</u>

Benefits = Economic Development

Private funds invested: \$ 25,000,000

Other Benefits:

\$ NY State Brownfield Clean-Up Program—
estimated at \$16,000,000.

QEZE Benefits = 75% R.E. tax refund
until ~~2015~~ 2019.

B) Job Creation and Retention (Please do not include construction jobs)

Current # FTE (Full Time Equivalents) at Project Location	Estimate # of FTEs Jobs to be Created	Estimate # of FTEs Jobs to be Retained
0	5	N/A

C) Average estimated salary of jobs to be created: \$ 40,000

a) Annualized salary range of jobs to be created: \$ 30,000 to \$ 50,000

D) Average estimated salary of jobs to be retained: \$ 0.00 - there are no jobs there now

E) Estimate how many construction jobs will be created as a result of this project: 500

F) If the cost of the total project (in II A above) exceeds \$5,000,000 and involves: (i) construction of a new facility, (ii) construction of an addition to an existing facility, or (iii) renovations or alterations to an existing facility please complete the following (if not, please proceed to G below):

- i. estimated cost of project construction contract(s): \$ 75,000,000
- ii. total cost attributable to materials: \$ 30,000,000
- iii. total cost attributable to labor: \$ 45,000,000

Estimated aggregate number of work hours of manual workers¹ to be employed in project construction: 500,000

Estimated length of project construction: 24 months

Will project construction be governed by a project labor agreement ("PLA") with the Building and Construction Trades Council of Westchester and Putnam Counties, New York AFL-CIO ("Council")² ☐ Yes ☐ No Not yet determined

If you have answered YES to the preceding question, please attach a copy of the PLA; and you need not complete the remaining portions of this Section (but please see note below).

¹ As defined in Section 190 of the Labor Law.

² This may be either a PLA already in effect with the landlord of the Project facility, or a PLA made (or to be made) between the Applicant and the Council directly in connection with Project Construction.

For each Contractor or Subcontractor currently known or reasonably expected to be involved in Project Construction, please state (attach additional pages as necessary):

Name: Plaza Construction Company -- Anthony DelGreco

Address: 1065 Sixth Avenue, New York, NY

(a) Is this contractor Union or Open Shop (if union identify local)?

No affiliation

(b) Will contract require local (i.e. Westchester County) hiring? ☐ Yes ☒ No

If YES, what percentage of manual workers will be local: 10 %

(c) If Non-Union, will contract require payment of Prevailing Wage?

☐ Yes ☒ No

If the answer to question "(b)" or "(c)" above is NO, explain omission:

Construction personnel will be employed from all parts of NY.

If some or all of the Contractor(s) or Subcontractor(s) to be involved in Project construction cannot reasonably be identified at this time, please state whether it is Applicant's intention to require the following in its contract(s) for Project construction:

(a) Local (i.e. Westchester County) hiring? ☒ Yes ☐ No

If YES, what percentage of manual workers will be local TBD %

(b) Union labor? ☐ Yes ☐ No To be determined.

(c) If Non-Union, will contract require payment of Prevailing Wage?

☐ Yes ☐ No To be determined.

(d) If the Applicant believes the information requested in this Section II is not presently ascertainable, please check here and explain omission: ☒

Before commitments can be made, the Applicant must first secure its financing.

The applicant intends to hire the General Contractor (Plaza Construction)

If the answer to question "(a)" "(b)" or "(c)" above is NO, explain omission:

for this final phase.

NOTE: If Applicant has indicated herein that Project Construction will involve a PLA, union labor, local hiring, and/or payment of Prevailing Wage, the Agency reserves the right to include such requirements in the Project Documentation as conditions for the extension and retention of tax benefits.

³ If a contractor and/or subcontractor has a permanent location in or around Westchester County from which the contract will be administered, please use that address.

⁴ For purposes of this Application, "Prevailing Wage" shall mean the "prevailing rate of wage" as defined in Article 8 of the New York Labor Law.

G) Are Utilities on Site? (Yes/No)

Water YES Electric YES Gas YES Sanitary/Storm Sewer YES

H) Present legal owner of the site: _____

If other than Applicant, by what means will the site be acquired for this project:

Long term ground lease and option to purchase.

I) Zoning of Project Site: Current: PUR Proposed: Amended PUR reflecting Master Plan

J) Are any variances needed: None that we are currently aware of.

K) Principal Use of Project upon completion: Market rate rental housing with supporting amenities and services.

Will the project result in the removal of a plant or facility of the Applicant from one area of the State of New York to another? ☐ Yes ☒ No

If YES, please detail: _____

Will the project result in the removal of a plant or facility of another proposed occupant of the Project from one area of the State of New York to another area of the State of New York? ☐ Yes ☒ No

If YES, please detail: _____

Will the project result in the abandonment of one or more plants or facilities located in the State of New York? ☐ Yes ☒ No

If YES, please detail: _____

L) Financial Assistance being applied for and enter the Estimated Value

<input checked="" type="checkbox"/> Sales and Use Tax Exemption	\$ <u>2,847,500</u>
<input checked="" type="checkbox"/> Mortgage Tax Exemption	\$ <u>1,080,000</u>
<input checked="" type="checkbox"/> Real Property	\$ <u>TBD</u>
<input checked="" type="checkbox"/> Tax Exempt Industrial Revenue Bonds	\$ <u>N/A</u>

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 and Financial Assistance from the Agency, except 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 "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B) First Consideration for Employ – In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives and Financial Assistance from the Agency, except otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C) Annual Sales Tax Filings – In accordance with the 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 – 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 at the project site including corresponding payroll records for the year ending.
- E) Absence of Conflicts of Interest – The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officers or employees of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein described:

Hold Harmless and Other Agreement

Applicant hereby releases City of Yonkers Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") from, and agrees that the Agency shall not be liable for and the applicant agrees to indemnify, defend, pay and hold the Agency harmless from and against any and all liability arising from or expense incurred by the Agency concerning (A) the Agency's costs and expenses in the examination and processing of, as well as action pursuant to or upon, the attached Application, as well as verification of assertions in the application or other applicant submittals or applicant claims made now or in the future, 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 costs and expenses in reviewing any acquisition, construction and/or installation of the Project described therein and (C) and further action, costs and expenses taken by the Agency - with respect to the project; including without limiting the generality of the foregoing, all causes of action and fees and expenses for Agency attorneys, accountants, economists, engineers, architects or other professionals or consultants incurred regarding any part of the application or the review and/or approval and/or monitoring of compliance by the applicant with all laws, rules and regulations and/or in defending any suits or actions which may arise as a result or any for 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, 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 fees and expenses for Agency attorneys, accountants, economists, engineers architects or other professionals or consultants, if any.

Applicant upon approval shall be responsible for any reasonable costs incurred by the Agency to verify employment or use of benefits received by the YIDA or other information required under the Public Authorities Accountability Act or other law, rule or regulation otherwise at the time said Verification is required.

This Indemnity and Hold Harmless Agreement shall survive any closing or other transaction in which benefits are sought or received by the applicant and shall continue for a period of time up to and including three years after the last benefit is received by the applicant from the City of Yonkers Industrial Development Agency.

The applicant and the individual executing this application on behalf of the applicant acknowledge that the Agency will rely on the representations made herein when acting on this application and hereby represent 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.

Yonkers Waterfront Properties LLC

(Applicant)

By: [Signature]
(Signature of Applicant or Representative)

Name: [Redacted]

Title: President, Managing Member

Sworn to before me this

16th day of June, 2015

[Signature]
Notary Public



This Application should be submitted with a \$600.⁰⁰ Application fee to:

City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: Ken Jenkins, President

NOTES: The Agency will collect an Agency Fee at the time of closing. Fees are based on the type of Financial Transactions.

<u>AGENCY FEE TYPE</u>	<u>FEE</u>
Bond Transactions	1 %
Straight Lease Transactions	.5 %

The Agency will collect an Annual Administrative Fee based on your project type and amount. This fee will be due annually on Feb 28th, after IDA benefits are provided to the project. (see below)

<u>Bonds</u>	<u>Annual Fee</u>
up to \$10M	\$ 1,000
over \$10M	\$ 2,000
<u>Straight Lease</u>	<u>Annual Fee</u>
up to \$10M	\$ 500
over \$10M	\$ 1,000

PROJECT INFORMATION

II. A) Narrative

The proposed Project represents the final phase of a larger 16-acre redevelopment effort to advance the urban renewal and master plan goals for the City's waterfront and downtown. The Project will be built on redevelopment Parcel B, directly west of Hudson Park North's Garage on Parcel B and is bounded on the south by the City's riverfront esplanade and the Hudson River. The Yonkers Industrial Development Agency (the "YIDA") currently owns the redevelopment parcel and Collins leases the property from the YIDA under a long term ground lease with an option to purchase. On October 26, 2004, the Yonkers City Council approved a Land Disposition Agreement which designated Collins to develop Parcels B and C. The proposed new LDA calls for the northerly Parcel B to be developed with parking and an apartment building for up to 222 units, consisting of studios, one bedroom and two bedroom units and approximately 9,000 square feet of life-style enhancing amenities for the community, an extension of the public esplanade and connection with existing Yonkers Canoe & Paddle Club. Parcel C has been completed with 294 apartments with 5500 square feet of community amenity space and private courtyard.

Parcels B and C have been accepted into the State's legislated Brownfield Clean-up Program (BCP) and will allow Collins to recoup refundable tax credits, most of which will be deployed to fund any additional public improvements and infrastructure costs associated with the redevelopment. All improvements must be completed and in use by December 2017.

Collins anticipates that total costs of approximately \$85 Million and will be funded with private equity and conventional debt financing and is expected to commence construction in 2015. This development is the final phase of the *Hudson Park* community which began construction in 2001.

Collins Enterprises, LLC
Hudson Park III – Residual Parcel B
Yonkers, NY

Project Program

Site Area 0.23 acres
 10,080 sqft

Residential Apartments 222 units
Garage Expansion 160 cars

Amenities

Hudson Park River Club 9,000 sqft

Construction Costs:

Construction	\$75,000,000
Soft Costs	\$ 7,000,000
Interest/Contingency	\$ 3,000,000
Total	\$85,000,000