

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (hereinafter, the “Project Agreement”), is made as of the 30th day of June, 2021, by and between the **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the “Agency”), and **POINT AND RAVINE, LLC**, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 1000 University Avenue, Suite 500, Rochester, New York 14607 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application (the “Application”) to the Agency requesting the Agency's assistance with respect to a certain project (the “Project”) consisting of: (i) the acquisition of certain land located at (x) 56 Ravine Avenue (Section 2, Block 2115, Lot 5); 58 Ravine Avenue (Section 2, Block 2115, Lot 6); 60 Ravine Avenue (Section 2, Block 2115, Lot 7); 63 Ravine Avenue (Section 2, Block 2114, Lot 45); 64 Ravine Avenue (Section 2, Block 2115, Lot 8); 66 Ravine Avenue (Section 2, Block 2115, Lot 10); 67 Ravine Avenue (Section 2, Block 2114, Lot 43); 68 Ravine Avenue (Section 2, Block 2115, Lot 11); 69 Ravine Avenue (Section 2, Block 2114, Lot 42); 83 Ravine Avenue (Section 2, Block 2114, Lot 37); 70 Ravine Avenue (Section 2, Block 2115, Lot 12); 72 Ravine Avenue (Section 2, Block 2115, Lot 13); 74 Ravine Avenue (Section 2, Block 2115, Lot 14); 78 Ravine Avenue (Section 2, Block 2115, Lot 16); 80 Ravine Avenue (Section 2, Block 2115, Lot 17); 85 Ravine Avenue (Section 2, Block 2114, Lot 36); 50 Point Street (Section 2, Block 2115, Lot 24) (the “City Lots”) and (y) 81 Ravine Avenue (Section 2, Block 2114, Lot 38), 60 Point Street (Section 2, Block 2114, Lot 20.35), and 76 Point Street (Section 2, Block 2114, Lot 17) (the “Private Lots”, which together with the City Lots are collectively, the “Land”); (ii) the demolition of existing structures on the Land; (iii) construction of a mid-rise building with approximately 120 income restricted one and two bedroom affordable housing rental units on a portion of the Land (the “Midrise”); (iv) construction of approximately 26 units of income restricted affordable housing rental townhome-style apartments over flats on a portion of the Land (the “Townhomes and Flats”, which together with the Midrise are the “Improvements”); (v) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the “Equipment”, which together with the Land and Improvements are the “Facility”); and

WHEREAS, by Resolution adopted on March 25, 2021 (the “Resolution”), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project, subject to the Company entering into this Project Agreement; and

WHEREAS, by its Resolution, the Agency conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of: (a) an

exemption from all New York State and local sales and use tax for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction or equipping of the Facility, (b) an exemption from mortgage recording taxes as permitted by the laws of the State of New York, and (c) a partial abatement from real property taxes benefit conferred through a certain tax agreement, between the Agency and the Company (the “Tax Agreement”) requiring the Company to make payments-in-lieu-of-taxes (“Tax Payments”) for the benefit of each municipality and school district having taxing jurisdiction over the Project (collectively, the sales and use tax exemption benefit, the mortgage recording tax exemption benefit, and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the “Financial Assistance”); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Project Agreement for the purposes of, among other things, to govern administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Project Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Definitions of Terms. The words and terms as used in this Project shall have the same meanings as used in **Schedule A** attached hereto and made a part hereof, unless the context or use indicates another or different meaning or intent.

ARTICLE II. REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) The Company is a limited liability company formed, validly existing and in good standing under the laws of the State of New York, has the authority to enter into this Project Agreement, and has duly authorized the execution and delivery of this Project Agreement.

(b) Neither the execution and delivery of this Project Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Project Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this Section 2.1(c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact the Company's ability to fulfill its obligations under this Project Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence, except for restrictions and easements imposed by the New York State Department of Environmental Conservation with respect to the environmental remediation completed at 60 and 76 Point Street. The Company upon receiving any information or notice contrary to the representations contained in this Section 2.1(e) shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section 2.1(e). In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in the City of Yonkers, except for temporary periods during ordinary use.

(g) The Company hereby represents to the Agency, until such time as the Leaseback Agreement terminates or expires, that facilities and property that are primarily used in making retail sales of goods and services to customers who personally visit the Facility will not constitute more than one-third (1/3) of the total costs of the Facility, except in accordance with New York General Municipal Law (the “GML”) Section 862.

(h) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(i) The Company covenants and agrees that at all times, until such time as the Leaseback Agreement terminates or expires, it will (i) maintain its existence and not dissolve, (ii) continue to be a limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets. This Project Agreement may not be assigned in whole or part without the prior written consent of the Agency or otherwise in accordance with the Leaseback Agreement.

(j) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company agrees that it will, throughout the term of this Project Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2(j). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.

(k) The Company acknowledges receipt of the Agency's Uniform Tax Exemption Policy, Policy for Suspension or Discontinuance of Financial Assistance and Recapture, Suspension, and Discontinuance of Financial Assistance Policy.

ARTICLE III. GENERAL

Section 3.1 Purpose of Project. The purpose of the Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility to advance job opportunities, health, general prosperity and economic welfare of the people of the City of Yonkers and County of Westchester, New York, and to specifically promote the investment commitment, employment commitment, and other commitments of the Company contained herein and in the Application.

ARTICLE IV. FINANCIAL ASSISTANCE AND RECAPTURE OF BENEFITS

Section 4.1 In accordance with the Resolution and the Cost-Benefit Analysis (or such other equivalent document or report, as determined by the Agency) (the “CBA”), attached hereto as Exhibit A, the Company further: (i) covenants, with respect to the Sales Tax Exemption, that it shall comply with this Project Agreement, specifically, but not limited to, Section 4.3 hereof; (ii) confirms that the Mortgage Recording Tax Exemption (as defined in Section 4.7 hereof) shall not exceed Maximum Approved Mortgage Amount, as more fully described in Section 4.7 hereof; and (iii) confirms that real property tax abatement to be provided to the Company shall conform to those disclosed within the CBA for the Project and as contained within the Tax Agreement, a copy of which Tax Agreement is attached hereto as Exhibit A.

Section 4.2 Tax Agreement. The parties hereto have executed or will execute the Lease Agreement, Leaseback Agreement and Tax Agreement. As provided in the Tax Agreement, a copy of which is attached hereto as Exhibit A, the Company agrees to make Tax Payments (as defined in the Tax Agreement) (in addition to paying all special ad valorem levies, special assessments or special district taxes and service charges against real property in the jurisdiction where the Facility is located).

Section 4.3 Sales Tax Exemption.

(a) The Agency hereby confirms its appointment of the Company as the true and lawful agent of the Agency to undertake the Project. Such appointment was made by the Agency pursuant to the Resolution.

(b) The Company, as agent for the Agency, will undertake the Project. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, construction and equipping of the Facility. The right of the Company to act as agent of the Agency shall expire on the earlier of: (x) the completion of the Project, or (y) December 31, 2023 (“Termination Date”); provided, however, that the Agency, acting through its Executive Director, may extend the Company's agent appointment in her/his discretion upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

(c) Agency's Exempt Status. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, is exempt from the imposition of Sales and Use Taxes. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required. Notwithstanding the foregoing, the Agency makes no representation to the Company, any Agent (as defined in **Schedule B** attached hereto) or any third party that any Sales Tax Exemption is available under this Project Agreement.

(d) Scope of Authorization of Sales Tax Exemption. The Agency hereby authorizes the Company, subject to the terms and conditions of this Project Agreement, to act as its agent in connection with the Facility for the purpose of effecting purchases and leases of certain items so that such purchases and leases are exempt from the imposition of Sales and Use Taxes. The Agency's authorization with respect to such Sales Tax Exemption provided to the Company and its Agents pursuant to this Project Agreement shall be subject to the following limitations:

(i) The Sales Tax Exemption shall be effective only for a term commencing on the date hereof and expiring upon the earliest of: (A) the termination of this Project Agreement, (B) the Termination Date, (C) failure of the Company to file Form ST-340, as described in Section 4.5(g) below, (D) the termination of the Sales Tax Exemption authorization pursuant to Section 6.2 or (E) the date upon which the Company received the Maximum Sales Tax Exemption.

(ii) The Sales Tax Exemption authorization set forth herein shall automatically be suspended upon written notice to the Company that the Company is in default under this Project Agreement until such default is cured to the satisfaction of the Agency.

(iii) The Sales Tax Exemption authorization shall be subject to all of the terms, conditions and provisions of this Project Agreement.

(iv) The Sales Tax Exemption shall only be utilized for items which shall be purchased, incorporated, completed or installed for use only by the Company at the Facility or in connection with the Project (and not with any intention to sell, transfer or otherwise dispose of any such item to a Person as shall not constitute the Company), it being the intention of the Agency and the Company that the Sales Tax Exemption shall not be made available with respect to any item unless such item is used solely by the Company at the Facility or in connection with the Project.

(v) The Sales Tax Exemption shall not be used to benefit any person or entity, including any tenant or subtenant located at the Facility, other than the Company, without the prior written consent of the Agency.

(vi) By execution by the Company of this Project Agreement, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of the Sales Tax Exemption by the Company or by any Agent is strictly for the purposes stated herein.

(vii) Upon the Termination Date, the Company and each Agent shall cease being agents of the Agency, and the Company shall immediately notify each Agent in writing of such termination.

(viii) The Company agrees that the aggregate amount of Sales Tax Exemption realized by the Company and by all Agents of the Company, if any, in connection with the Facility shall not exceed in the aggregate the Maximum Sales Tax Exemption.

Section 4.4 Procedures for Appointing Subagents. If the Company desires to seek the appointment of a contractor, a subcontractor or other party to act as the Agency's agent, including, but not limited, to the individuals and entities described on **Schedule B** attached hereto (a "Subagent") for the purpose of effecting purchases which are eligible for the Sales Tax Exemption pursuant to authority of this Project Agreement, it must complete the following steps:

(i) The Company shall have the right to amend **Schedule B** from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency. The Company's right to appoint Subagents is expressly conditioned upon updating of **Schedule B** attached hereto, along with, for each Subagent, the Company must complete and submit Form ST-60 to the Agency, attached hereto as **Exhibit B**. An Authorized Representative of the Agency must sign the Form ST-60 and return the same to the Company. Following receipt of the signed Form ST-60, the Company must file such Form ST-60 within thirty (30) days of the date that the Agency appoints a project operator or other person or entity to act as a Subagent of the Agency for purposes of extending the Sales Tax Exemption to such Subagent. The Company acknowledges and agrees that it shall be the Company's sole and exclusive responsibility to file a completed Form ST-60 with respect to any Subagent.

(ii) The Company shall ensure that each Subagent shall observe and comply with the terms and conditions of this Project Agreement.

(iii) Form ST-60 Not an Exemption Certificate. The Company acknowledges that the executed Form ST-60 designating the Company or any Subagent as an agent of the Agency shall not serve as a Sales Tax Exemption certificate or document. Neither the Company nor any other Agent may tender a copy of the executed Form ST-60 to any person required to collect sales or use tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected. THE CIVIL AND CRIMINAL PENALTIES FOR MISUSE OF A COPY OF FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT OR FOR FAILURE TO PAY

OR COLLECT TAX SHALL BE AS PROVIDED IN LAW. IN ADDITION, THE USE BY A SUBAGENT, THE COMPANY, OR OTHER PERSON OR ENTITY OF SUCH FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT SHALL BE DEEMED TO BE, UNDER ARTICLES TWENTY-EIGHT AND THIRTY-SEVEN OF THE TAX AND FINANCE LAW (THE “TAX LAW”, THE ISSUANCE OF A FALSE OR FRAUDULENT EXEMPTION CERTIFICATE OR DOCUMENT WITH THE INTENT TO EVADE TAX.

(iv) Form ST-123 Requirement. As an agent of the Agency, the Company agrees that it will (and will cause each Subagent to), present to each seller or vendor a completed and signed Form ST-123, attached hereto as **Exhibit C-1**, for each contract, agreement, invoice, bill or purchase order entered into by the Company or by any Subagent, as agent for the Agency, for the purpose of undertaking the Project. Form ST-123 requires that each seller or vendor accepting Form ST-123 identify the Facility on each bill or invoice for purchases and indicate on the bill or invoice that the Agency or Agent or Company, as project operator of the Agency, was the purchaser.

(v) Form FT-123 Requirement. As an agent of the Agency, the Company agrees that it will (and will cause each Subagent to), present to each seller or vendor a completed and signed Form FT-123, attached hereto as **Exhibit G-1**, for each contract, agreement, invoice, bill or purchase order entered into by the Company or by any Subagent, as agent for the Agency, for the purpose of purchasing fuel the Project. Form FT-123 requires that each seller or vendor accepting Form FT-123 identify the Facility on each bill or invoice for purchases and indicate on the bill or invoice that the Agency or Agent or Company, as project operator of the Agency, was the purchaser.

For the purposes of indicating who the purchaser is, each bill or invoice should state:

“POINT AND RAVINE, LLC [or, name of Subagent: _____], certifies that it is the duly appointed agent of the City Of Yonkers Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the Point and Ravine Project located at 56 Ravine Avenue (Section 2, Block 2115, Lot 5); 58 Ravine Avenue (Section 2, Block 2115, Lot 6); 60 Ravine Avenue (Section 2, Block 2115, Lot 7); 63 Ravine Avenue (Section 2, Block 2114, Lot 45); 64 Ravine Avenue (Section 2, Block 2115, Lot 8); 66 Ravine Avenue (Section 2, Block 2115, Lot 10); 67 Ravine Avenue (Section 2, Block 2114, Lot 43); 68 Ravine Avenue (Section 2, Block 2115, Lot 11); 69 Ravine Avenue (Section 2, Block 2114, Lot 42); 83 Ravine Avenue (Section 2, Block 2114, Lot 37); 70 Ravine Avenue (Section 2, Block 2115, Lot 12); 72 Ravine Avenue (Section 2, Block 2115, Lot 13); 74 Ravine Avenue (Section 2, Block 2115, Lot 14); 78 Ravine Avenue (Section 2, Block 2115, Lot 16); 80 Ravine Avenue (Section 2, Block 2115, Lot 17); 85 Ravine Avenue (Section 2, Block 2114, Lot 36); 50 Point Street (Section 2, Block

2115, Lot 24); 81 Ravine Avenue (Section 2, Block 2114, Lot 38); 60 Point Street (Section 2, Block 2114, Lot 20.35); and 76 Point Street (Section 2, Block 2114, Lot 17), City of Yonkers, New York (or at any lands located in the City of Yonkers, New York, and occupied by license or easement during construction or improved by third parties for the benefit of the IDA Project), being IDA OSC Project Number 5507-21-01A”.

For convenience purposes, in the instance where the vendor does not print on each invoice the acknowledgment as described in the prior sentence, an “Invoice Rider” (a copy of which is attached hereto as **Exhibit C-3**) can be utilized for record keeping purposes. The Company shall retain copies of all such contracts, agreements, invoices, bills and purchase orders for a period of not less than six (6) years from the date thereof. For each Subagent the Form ST-123 and Form FT-123 shall be completed as follows: (i) the “Project information” section of Form ST-123 and Form FT-123, attached hereto as **Exhibit C-2 and Exhibit G-2**, should be completed using the name and address of the Facility as indicated on the Form ST-60 used to appoint the Subagent; and (ii) the date that the Subagent was appointed as indicated on the Form ST-60.

All contracts entered into by the Company and all Subagents thereof as agent for the Agency shall include the language contained within **Schedule C** attached hereto. **Failure by the Company and/or any Subagent thereof to include such language may disqualify the agent status and Sales Tax Exemption derived by virtue of this Project Agreement. The Company, for itself and on behalf of all duly appointed Subagents, hereby agrees that all contracts entered into by the Company and any Subagents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.**

Section 4.5 **Form ST-340 Filing Requirement.** The Company shall annually file a statement with the State Department of Taxation and Finance (the “Commissioner”) on “Annual Report of Sales and Use Tax Exemptions” (NYS Form ST-340, a copy of which is attached hereto as **Exhibit D**) regarding the value of Sales Tax Exemption the Company and its Subagents, if any, have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). On or before February 15th of each year, the Company shall provide a copy of same to the Agency. The Company understands and agrees that the failure to file such annual statement will result in the removal of the Company's authority to act as agent for the Agency and/or Recapture of Agency Benefits as described in Section 4.8 hereof.

Section 4.6 **GML Provisions Relating to Sales Tax Savings.**

(a) The Company covenants and agrees to comply, and to cause each of its contractors, subcontractors, Subagents, persons or entities to comply, with the requirements of GML Sections 875(1) and (3) (the “GML Provisions”), as such provisions may be amended from time to time. In the event of a conflict between the other provisions of this Project Agreement and the GML Provisions, the GML Provisions shall control.

(b) The Company acknowledges and agrees that pursuant to GML Section 875(3), the Agency shall have the right to recover, recapture, receive, or otherwise obtain from

the Company, Sales Tax Savings taken or purported to be taken by the Company, any Subagent or any other person or entity acting on behalf of the Company to which the Company is not entitled or which are in excess of the Maximum Sales Tax Exemption or which are for property or services not authorized or taken in cases where the Company, any Subagent or any other person or entity acting on behalf of the Company failed to comply with a material term or condition to use property or services in the manner required by this Project Agreement. The Company shall, and shall require each Subagent and any other person or entity acting on behalf of the Company, to cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such Sales Tax Savings and shall promptly pay over any such amounts to the Agency or any other entity that it requests receive the Sales Tax Savings. The failure to pay over such amounts to such recipient shall be grounds for the Commissioner to assess and determine State Sales and Use Taxes due from the Company under Article 28 of the Tax Law, together with any relevant penalties and interest due on such amounts.

Subject to the provisions of Section 4.6(b) above, in the event that the Company or any Subagent shall utilize the Sales Tax Exemption in violation of the provisions of this Project Agreement, the Company shall promptly deliver notice of same to the Agency, and the Company shall, upon demand by the Agency, pay to or at the direction of the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized Sales Tax Savings together with interest at the rate of twelve percent (12%) per annum compounded daily from the date and with respect to the dollar amount for which each such unauthorized Sales Tax Exemption was availed of by the Company or any Subagent (as applicable).

(c) Upon request by the Agency with reasonable notice to the Company, the Company shall make available at reasonable times to the Agency and/or the Independent Accountant all such books, records, contracts, agreements, invoices, bills or purchase orders of the Company and any Agent, and require all appropriate officers and employees of the Company to respond to reasonable inquiries by the Agency and/or the Independent Accountant, as shall be necessary (i) to indicate in reasonable detail those costs for which the Company or any Subagent shall have utilized the Sales Tax Exemption and the dates and amounts so utilized, and (ii) to permit the Agency to determine any amounts owed by the Company under this Section 4.6(c).

Section 4.7 Mortgage Recording Tax Exemption. Section 874 of the Act exempts the Agency from paying certain mortgage recording taxes except for the portion of the mortgage recording tax allocated to transportation districts referenced in Section 253(2)(a) of the New York State Real Property Tax Law. The Agency hereby grants to the Company exemption from mortgage recording taxes for one or more mortgages (collectively, the “Mortgage”) securing an aggregate principal amount not to exceed Maximum Approved Mortgage Amount, or such greater amount as approved by the Agency in its sole and absolute discretion, in connection with the financing of the Project and any future financing, refinancing or permanent financing of the costs of the Project (the “Mortgage Recording Tax Exemption”). The Company represents and warrants (1) that the real property secured by the Mortgage is located within a transportation district referenced in Section 253(2)(a) of the Tax Law, and (2) that upon recording the Mortgage, the Company shall pay the mortgage recording tax allocated to transportation districts referenced in Section 253(a)(2) of the Tax Law, unless the Company obtains an exemption from tax from another government entity.

Section 4.8 Recapture of Agency Benefits.

(a) It is understood and agreed by the parties hereto that the Agency is entering into this Project Agreement in order to provide Financial Assistance to the Company for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees that if there shall occur a Recapture Event (as defined below) after the date hereof, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits.

(b) The term “Recaptured Benefits” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by this Project Agreement including, but not limited to, the amount equal to 100% of:

- (i) the Mortgage Recording Tax Exemption, to the extent that the Company uses the Mortgage Recording Tax Exemption; and
- (ii) Sales Tax Exemption savings realized by or for the benefit of the Company, including any savings realized by any Subagent; and
- (iii) real property tax abatements granted pursuant to the Tax Agreement;

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of Section 4.8(c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within ten (10) days after such notice.

(c) The term “Recapture Event” shall mean any of the following events:

- (i) The occurrence and continuation of an Event of Default under this Project Agreement which remains uncured beyond any applicable notice and/or grace period, if any, provided hereunder; or
- (ii) The Project shall cease to be a “Project” within the meaning of the Act as in effect on the date hereof, through the act of omission of the Company; or
- (iii) The Company receives Sales Tax Savings in connection with property or services not authorized by the Agency as part of the Project; or
- (iv) The Company receives Sales Tax Savings in connection with the Project in excess of the Maximum Approved Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Sales Tax Savings only. It is further provided that failure to repay the Sales Tax Savings

within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits; or

(v) The Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(vi) Failure of the Company to file a copy of the Form ST-340 with the Agency in compliance with Section 4.5 hereof; or

(vii) Failure of the Company to create at least 4 full-time equivalent jobs at the Facility as a result of the Project, which failure is not reflective of the business conditions of the Company or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions.

In order to certify and verify the foregoing, the Company shall provide annually, until such time as the Leaseback Agreement terminates or expires, to the Agency, a certified statement and supporting documentation: (i) enumerating the full-time equivalent jobs retained and the full-time equivalent jobs created as a result of the Financial Assistance, by category, including full-time equivalent independent contractors or employees of independent contractors that work at the project location, (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and (iii) such other information, as so requested from time to time, to enable the Agency to assess the progress of the Project toward achieving the investment, job retention, job creation, or other objectives of the Project indicated in the Application for Financial Assistance.

(d) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(e) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Section 4.8, from amounts received by the Agency pursuant to this Section 4.8.

ARTICLE V. INSURANCE

Section 5.1 Insurance Required. Effective as of the date hereof and until the expiration or termination of the right of the Company to act as agent of the Agency hereunder, the Company shall maintain, or cause to be maintained by its subagent or subcontractors, certain insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type, and paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company; or as an alternative to the foregoing, the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well, provided a periodic appraisal is performed and provided to the Agency.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$2,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$2,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law. Such liability limits may be satisfied by any combination of primary and excess liability policies. Such primary general liability insurance may have a \$5,000 self-insured retention and such excess liability policy may have a commercially reasonable deductible. Such liability insurance requirements may be satisfied by blanket policies in the aggregate amount of not less than \$10,000,000.

Section 5.2 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 5.1(a) hereof shall name the Agency as a named insured and the insurance required by Section 5.1 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide (i) for payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) that the insurance company shall

endeavor to give thirty (30) days' prior written notice or such other notice as the policy provides for, of the cancellation thereof to the Company and the Agency.

(b) All such certificates of insurance of the insurers indicating that such insurance is in force and effect, and all policies (if applicable), shall be deposited with the Agency on the date hereof. Prior to the expiration of any such policy evidenced by said certificates, the Company shall furnish the Agency with evidence that the policy has been renewed or replaced or is no longer required by this Project Agreement.

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

Section 6.1 The following shall each be “Events of Default” under this Project Agreement:

(a) the failure by the Company to observe and perform any covenant contained in Sections 2.1(e), 2.1(g), 2.1(i), 2.1(j), 2.1(k), 4.3, 4.5, 4.6, 4.7, 5.1, 5.2, 7.1 and 7.6;

(b) the failure by the Company to pay the Recapture Benefits on the date due;

(c) the occurrence and continuation of a Recapture Event;

(d) the occurrence of an Event of Default under the Leaseback Agreement or Tax Agreement, that continue beyond all applicable notice and cure periods;

(e) the dissolution or liquidation of the Company; or the failure by the Company to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; or the commencement by the Company (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor), wherein a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor, or such case or proceeding is consented to by the Company or remains undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors.

(f) the failure by the Company to comply with the Declaration of Restrictive Covenants, dated as of June 30, 2021, which encumber the Facility and which failure results in remediation action being taken by Westchester County.

Section 6.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing beyond all applicable notice and cure periods, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all due and owing Recapture Benefits and (B) all other payments due under this Project Agreement; or

(ii) terminate this Project Agreement and the Sales Tax Exemption authorization; or

(iii) take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements and covenants of the Company under this Project Agreement.

(b) No action taken pursuant to this Section 6.2 (including termination of the Project Agreement) shall relieve the Company from its obligation to make all payments required by the Leaseback Agreement, the Tax Agreement or Recapture Benefits.

Section 6.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Project Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VI it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Project Agreement.

Section 6.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Project Agreement and the default continues beyond all applicable notice and cure periods and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the fees of such attorneys and such other expenses so incurred.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors and assigns harmless from and against, any and all

(i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Project Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

Section 7.2 This Project Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 7.3 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

To the Agency:	City of Yonkers Industrial Development Agency 470 Nepperhan Avenue, Suite 200 Yonkers, New York 10701 Attn: Executive Director
With a copy to:	Harris Beach PLLC 99 Garnsey Road Pittsford, New York 14534 Attn: Shawn M. Griffin, Esq.
To the Company:	Point and Ravine, LLC c/o Conifer Realty, LLC 1000 University Avenue, Suite 500 Rochester, New York 14607 Attention: Sam Leone, Executive Vice President
With a copy to:	Conifer Realty, LLC 1000 University Avenue, Suite 500 Rochester, New York 14607 Attention: Susan Jennings, General Counsel
To the Lender:	New York State Housing Finance Agency 641 Lexington Avenue New York, New York 10022 Attention: President, Finance & Development and Attention: Senior Vice President and Counsel

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 7.4 This Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

Section 7.5 The warranties, representations, obligations and covenants of the Company under this Project Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Project Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Project Agreement to the Agency, regardless of any investigation made by the Agency. This Project Agreement shall survive any termination or expiration of the Leaseback Agreement or the Tax Agreement, as described below.

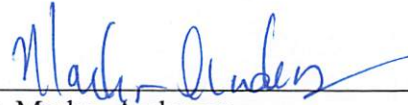
Section 7.6 By executing this Project Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (a) legal services, including but not limited to those provided by the Agency's general counsel and bond/transaction counsel, (b) other consultants retained by the Agency, if any, in connection with the Project; and (b) with respect to Agency's enforcement of any event of default or failure to comply with the terms of this Project Agreement (including reasonable attorney fees). The Company further covenants and agrees that, the Company is liable for payment to the Agency of all charges referred to above, as well as the Agency's published agency fee and the annual administrative agency fee that does not exceed the Agency's published annual administrative fees at the time of Closing, and all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

[Remainder of This Page Intentionally Left Blank]

[Signature Page to Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Marlyn Anderson
Title: Secretary

POINT AND RAVINE, LLC

By: Point and Ravine Managing Member,
LLC

By: Conifer Realty, LLC

By: _____
Name: Lisa M. Kaseman
Title: Regional Vice President

[Signature Page to Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

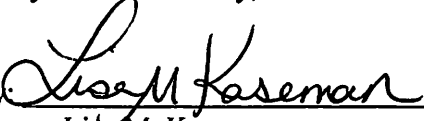
**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Marlyn Anderson
Title: Secretary

POINT AND RAVINE, LLC

By: Point and Ravine Managing Member,
LLC

By: Conifer Realty, LLC

By:  _____
Name: Lisa M. Kaseman
Title: Regional Vice President

SCHEDULE A

SCHEDULE OF DEFINITIONS

“Authorized Representative” means, in the case of the Agency, the Executive Director, the Chairman or the Vice Chairman and such additional persons as, at the time, are designated to act on behalf of the Agency; and in the case of the Company, the members and such additional persons as, at the time, are designated to act on behalf of the Company.

“Independent Accountant” shall mean an independent certified public accountant or firm of independent certified public accountants selected by the Company and approved by the Agency (such approval not to be unreasonably withheld or delayed).

“Lease Agreement” shall mean that certain Lease Agreement, dated as of June 30, 2021, by and between the Company and the Agency.

“Leaseback Agreement” shall mean that certain Leaseback Agreement, dated as of June 30, 2021, by and between the Agency and the Company.

“Maximum Sales Tax Exemption” shall mean the aggregate maximum dollar amount of Sales Tax Savings that the Company and all Subagents acting on behalf the Company are permitted to receive under this Project Agreement, which shall equal \$1,775,000.00, or such maximum dollar amount as may be determined by the Agency pursuant to such additional documents as may be required by the Agency for such increase.

“Maximum Mortgage Amount” shall mean up to \$46,000,000.00.

“Prime Rate” means (i) if no lender, the rate designated by The Wall Street Journal from time to time as its “prime rate”, or (ii) if a lender exists, the rate designated by the lender from time to time as its “prime rate”.

“Sales Tax Exemption” shall mean an exemption from Sales and Use Taxes resulting from the Agency’s participation in the Facility.

“Sales and Use Taxes” shall mean local and State sales and compensating use taxes and fees imposed pursuant to Article 28 of the New York State Tax Law, as the same may be amended from time to time.

“Sales Tax Savings” shall mean all Sales Tax Exemption savings relating to State Sales and Use Taxes realized by or for the benefit of the Company, including any savings realized by any Subagent, pursuant to this Project Agreement.

“State” shall mean the State of New York.

“State Sales and Use Taxes” shall mean sales and compensating use taxes and fees imposed by Article 28 of the New York State Tax Law but excluding such taxes imposed in a city by Section 1107 or 1108 of such Article 28, as the same may be amended from time to time.

SCHEDULE B

LIST OF APPOINTED AGENTS¹

1. Conifer LeChase Construction, LLC
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

¹ FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

SCHEDULE C

MANDATORY AGENT AND SUBAGENT CONTRACT LANGUAGE

“This contract is being entered into by **[NAME OF COMPANY OR NAME OF SUBAGENT]** (the “Agent”), as agent for and on behalf of the **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”), in connection with a certain project of the Agency for the benefit of **POINT AND RAVINE, LLC**, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at located at 56 Ravine Avenue (Section 2, Block 2115, Lot 5); 58 Ravine Avenue (Section 2, Block 2115, Lot 6); 60 Ravine Avenue (Section 2, Block 2115, Lot 7); 63 Ravine Avenue (Section 2, Block 2114, Lot 45); 64 Ravine Avenue (Section 2, Block 2115, Lot 8); 66 Ravine Avenue (Section 2, Block 2115, Lot 10); 67 Ravine Avenue (Section 2, Block 2114, Lot 43); 68 Ravine Avenue (Section 2, Block 2115, Lot 11); 69 Ravine Avenue (Section 2, Block 2114, Lot 42); 83 Ravine Avenue (Section 2, Block 2114, Lot 37); 70 Ravine Avenue (Section 2, Block 2115, Lot 12); 72 Ravine Avenue (Section 2, Block 2115, Lot 13); 74 Ravine Avenue (Section 2, Block 2115, Lot 14); 78 Ravine Avenue (Section 2, Block 2115, Lot 16); 80 Ravine Avenue (Section 2, Block 2115, Lot 17); 85 Ravine Avenue (Section 2, Block 2114, Lot 36); 50 Point Street (Section 2, Block 2115, Lot 24); 81 Ravine Avenue (Section 2, Block 2114, Lot 38); 60 Point Street (Section 2, Block 2114, Lot 20.35); and 76 Point Street (Section 2, Block 2114, Lot 17), City of Yonkers, New York, and any lands located in the City of Yonkers, New York, and occupied by license or easement during construction or improved by third parties for the benefit of the Agency Project (the “Premises”). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the Project Agreement, to be dated as of June 30, 2021 (the “Project Agreement”), by and between the Agency and Point and Ravine, LLC; and the Agent hereby represents that this contract is in compliance with the terms of the Project Agreement. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

EXHIBIT A

COST BENEFIT ANALYSIS AND FORM OF TAX AGREEMENT

[Attached]

PREPARED FOR:

Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, NY 10701

Project Analysis

POINT AND RAVINE PROJECT

CONIFER REALTY

City of Yonkers
Industrial Development Agency

MARCH 17, 2021

PREPARED BY:



PO Box 3547
Saratoga Springs, NY 12866
518.899.2608
www.camoinassociates.com

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IMPACT SUMMARY

Findings

The 30-year benefits to cost ratio of the proposed project is \$1.17 to \$1.00.

Model Inputs

Camoin 310 used information from Point and Ravine LLC's application for assistance to the Yonkers Industrial Development Agency to calculate the economic impact, fiscal benefit, and benefit to cost ratio of the project.

The Project: 146 units of new affordable housing in the Ravine Avenue Urban Renewal Area.

Requested Financial Assistance:

- ◆ \$973,827 NYS Sales and Use Tax Exemption (\$322,539 *foregone city revenue*)
- ◆ \$450,891 Mortgage Tax Exemption (*no foregone city revenue*)
- ◆ \$6,390,831 30Yr PILOT Agreement (\$5,507,306 *foregone city/school revenue, present value*)

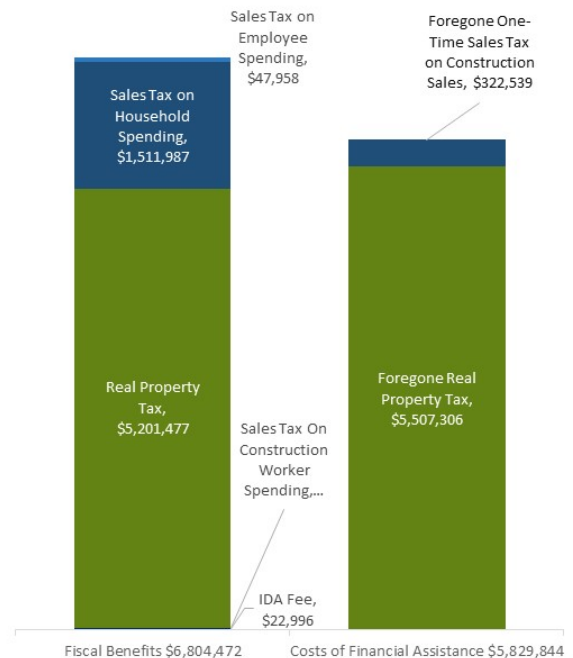
Methodology

The economic impact includes not only the "direct" economic impacts, such as on-site jobs, but also the secondary economic impacts that are generated throughout the economy through the economic "ripple" effect. The three specific types of impacts considered in the analysis include:

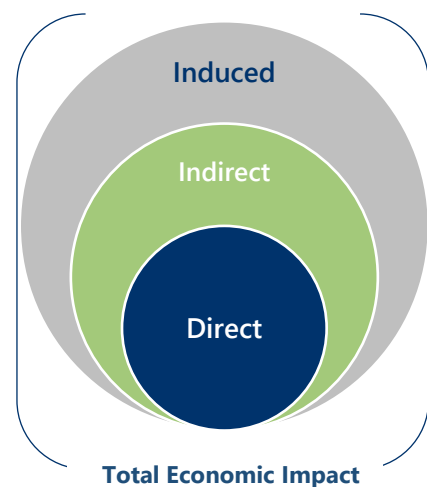
- ◆ **Direct:** The most immediate impacts, which include the new on-site jobs and the local spending on goods and services by the new business and households.
- ◆ **Indirect:** Indirect effects occur at businesses within the City of Yonkers that supply goods and services to the new business and residents and re-spend a portion of that revenue. In other words, for every dollar spent by the on-site business at a local supplier, a portion of that dollar will again be spent on goods and services at other businesses.
- ◆ **Induced:** Another "ripple" effect occurs when workers at both directly impacted businesses and indirectly impacted businesses spend a portion of their wages at businesses within City of Yonkers for things such as retail goods and services. The portion of the spending by the new on-site business that is paid to workers and re-spent in the city economy is considered the induced impact.

The sum of the direct, indirect, and induced impacts equals the total economic impact of new development. The Emsi Input-Output model is used to calculate the total economic impact, including the three different types of impacts.

Fiscal Benefits to Costs Comparison
Effects in City of Yonkers and School District



Measuring the Total Economic "Ripple Effect"



RATE OF RETURN SUMMARY

Findings

Point and Ravine is an affordable housing project, with the Applicant serving as the developer. In addition to debt financing, capital funding is provided by investors who will invest through participation in Federal tax credit programs designed to support affordable housing. These investors receive credits to offset tax liabilities over a period of 15 years.

Instead of an equity investment by the developer, which has been the case for market-rate and mixed-use housing projects in the City of Yonkers, the Project is undertaken as a fee-based investment. The performance benchmark is the generation of a minimum dollar amount of cashflow earned by the Applicant over the 15-year tax credit compliance period.

With a PILOT based on Shelter Rent, which provides an estimated abatement of 50% over 30 years, the Project achieves 99% of its minimum cashflow benchmark.

Camoin 310 finds the request for a tax exemption both reasonable and necessary to the project's viability.

Investment Performance Measures			
Measure	With PILOT		No PILOT
Project Cost	\$	76,631,511	\$ 76,631,511
Developer Investment	\$	3,195,941	\$ 3,195,941
<u>Progress Toward Repaying LIHTC Investors: Target is: \$3,195,941 by Year 15</u>			
Cumulative Cash Flow by Year 5	\$	850,478	\$ (222,532)
Cumulative Cash Flow by Year 10	\$	1,910,321	\$ (784,129)
Cumulative Cash Flow by Year 15	\$	3,176,243	\$ (1,163,452)
Cumulative Cash Flow by Year 30 (end)	\$	8,143,636	\$ (493,225)
<u>Debt Service Coverage: Current Market Average 1.61</u>			
Average		1.33	1.04
Range		1.18 to 1.48	0.89 to 1.19
<i>Benchmarks: RealtyRates Investor Survey.</i>			

Model Inputs

Camoin 310 used information from a pro forma completed by Point and Ravine LLC for the Project. Benchmarks used are from RealtyRates.com.

ABOUT THE STUDY

Project Description

The Yonkers Industrial Development Agency (Agency) received an application for financial assistance from for the acquisition of vacant parcels and building of affordable multifamily housing in a neighborhood included in the Ravine Avenue Urban Renewal efforts. Point and Ravine, LLC (Applicant) was formed for this purpose by Conifer Realty, LLC, of Copiague, NY. The Project entails the creation of 145 housing units for households within Area Median Income (AMI) limits, plus one unit for a site manager. The median household income for the city is \$65,125, compared to the median income of \$98,187 for Westchester County. The Applicant requests sales and use tax abatements on construction materials, a mortgage recording tax abatement, and a PILOT agreement.

When Camoin 310 analyzes projects for Industrial Development Agencies, we recognize that each applicant clearly states that without the requested financial assistance, the project will not be undertaken. For the purposes of comparison and evaluation we conduct a *hypothetical* "if not for" analysis that compares the tax revenues received after the financial assistance to tax revenues if the project is completed and pays full taxes. This gives readers an estimate of the "cost" of the financial assistance in the form of foregone revenue, or revenue that will not be realized.

Purpose of Work

Camoin 310 was engaged to provide an independent, third-party estimate of the economic and fiscal impacts of the Project on the city, and to calculate a benefit / cost ratio of the fiscal benefits and financial assistance. We will also evaluate the estimated return on investment and provide an opinion on whether the tax exemption requested would result in a return that is within what would normally be anticipated for a similar project, or would generate a benefit to the project owner that is in excess of current market benchmarks.

Sources of Information

Camoin 310 was provided with a copy of the Applicant's application to the Agency for the Project, with anticipated project costs and jobs, and documents from the Applicant about the scope of the project, construction expenses, and tax history. The Applicant provided the requested PILOT schedule that is used in this analysis. The Applicant completed an XL workbook designed by Camoin 310 to provide capital structure and project cashflows for evaluation of the Return on Investment (ROI).

These are the sources of Project information used in our analysis. Camoin 310 did not independently confirm project costs, wages for Project employees, or property values. We rely on project information from the City of Yonkers IDA and submissions to the IDA by the Applicant. As needed, we will gather or confirm tax rates as published by the City's Assessor. Aside from tax rates as noted, we do not independently confirm any information from the IDA or the Applicant.

Camoin 310 may use the following third-party data in our analysis:

- ◆ Demographics and housing demand and costs: Esri
- ◆ Rates of return and operating cost benchmarks: RealtyRates
- ◆ Economic impact: Emsi
- ◆ General fiscal information: NYS Office of the State Comptroller, NYS Department of Tax and Finance, annual financial statements or budgets published by the City of Yonkers or Westchester County

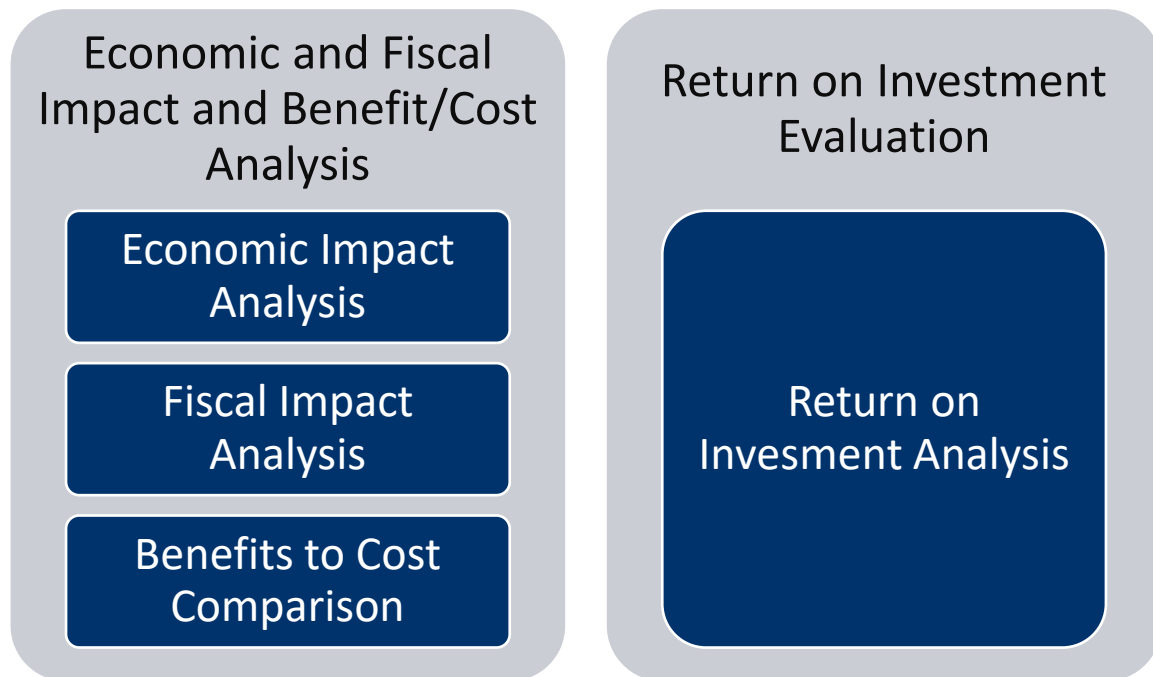
How to Read This Report

This study evaluates two aspects of the Lionsgate project for the City of Yonkers:

- ◆ **Economic and Fiscal Impact and Benefit/Cost Analysis:** The economic and fiscal impacts resulting from Project construction and ongoing operations, and the foregone revenue to the city as a result of the requested financial assistance. This includes a benefit / cost analysis if the estimated fiscal effects on the city and the city's school district.
- ◆ **Return on Investment Evaluation:** As an affordable housing project using tax credits as a source of capital, the Project's financial performance is not measured as a return on an initial equity investment by the developer. The performance measure is the generation of sufficient cashflow over the 15-year tax credit compliance period to cover the developer fee, which is regulated by New York State Homes and Community Renewal through its Housing Finance Agency.

The subsequent *Overview of Methodology* section provides information related to both these analyses, with additional details included in the attachments. Following the methodology section are the analyses related to evaluation of the Project. These analyses fall into four categories:

- ◆ Economic Impact Analysis;
- ◆ Fiscal Impact Analysis;
- ◆ Benefits to Cost Comparison; and
- ◆ Return on Investment Analysis.



OVERVIEW OF METHODOLOGY

Economic and Fiscal Impact and Benefit / Cost Analysis

It is assumed that not all economic activity will occur within the City of Yonkers, as construction projects, businesses, and households each make purchases in other jurisdictions. Similarly, while a sales tax exemption for construction materials granted by the Agency entitles the purchaser to avoid sales taxes in any New York county, only the sales taxes on construction materials anticipated to be spent in the city are included in the analysis.¹

The primary tool used in the *Economic Impact Analysis* is the input-output model developed by Economic Modeling Specialists Intl. (Emsi). Primary data include the following data points: construction spending, estimated payroll, exemptions, and PILOT schedule. Secondary data was collected by Camoin 310 and used to estimate spending by new households. Attachment A provides more information on economic impact analysis.

Camoin 310 has developed proprietary analytical tools for the *Fiscal Impact Analysis* and the *Benefits to Cost Comparison* which are customized for the City of Yonkers.

- ◆ The *Economic Impact Analysis* estimates the jobs, earnings, and sales resulting from in-city construction activity and ongoing operations of the Project as a result of the Project.
- ◆ The *Fiscal Impact Analysis* estimates the sales and use tax revenues collected by the city as a result of the economic activity. A comparison of real property taxes and PILOT payments is included.
- ◆ The *Benefits to Cost Comparison* calculates a ratio of fiscal benefits to the city, compared with the cost of the financial assistance package. The benefits of the economic activity – jobs, earnings – are captured in Project benefits only as additional sales taxes collected by the county. *Economic and fiscal benefits are not directly comparable and both should be considered in an evaluation of the Project's impacts on the City of Yonkers.*

Return on Investment Evaluation

The City of Yonkers IDA provided an XL workbook designed by Camoin 310 to the Applicant, and the Applicant forwarded it to us with the other materials, responding to questions throughout our analysis. The workbook shows project costs, sources of funds and financing, and annual cashflows for the duration of the requested PILOT. With this workbook, and published market benchmarks, we conduct the following analysis. In addition to providing an opinion on the ROI, we notify the city of any unusual capital structure or operating assumptions prior to report completion and seek more information.

- ◆ Capital structure: Confirm project costs are covered by identified funding and check for leverage and Application financial contribution. We confirm that any debt service payments correspond to the terms of the loan.
- ◆ Annual operations: Review operating assumptions including income and cost escalation factors, vacancy rates, expense ratios and, where relevant, residential rents. We compare operating costs to market benchmarks from RealtyRates, a nationally-recognized data source for commercial real estate.
- ◆ Market value estimate: Calculate a hypothetical sale price of the project using the Net Income Method, which divides net income by a market-based capitalization rate to estimate what an investor would pay to purchase the project.
- ◆ ROI: We calculate annual equity dividend rates and compare them to market benchmarks for similar projects. We provide an opinion on whether the ROI is within current market requirements.

¹ City of Yonkers collects sales taxes directly. Additional sharing from Westchester County is assumed to be minimal and therefore is not included.

ECONOMIC IMPACT ANALYSIS

Key Assumptions:

1. Camoin 310 calculated that the demand for affordable housing exceeds its availability in the City of Yonkers and surrounding area². Therefore, all 146 units are "net new" to the city, meaning that the Project is necessary to retain existing households as well as to attract new ones, as existing households would move out of the city, resulting in the loss of their economic activity³. For more information, see Attachment B.
2. Of the five jobs presented in the application, all are considered net new because all of the households are net new.
3. The Project's income restriction tiers were provided by the Applicant and Camoin 310 estimated the income ranges for households, as shown in the table below.

Table 1

Housing Units and Estimated Annual Household Income												
40% AMI				50% AMI Tier			60% AMI Tier			90% AMI Tier		
Unit Size	Unit Count	Maximum Income	Range for Annual Income (2)	Unit Count	Maximum Income	Range for Annual Income (2)	Unit Count	Maximum Income	Range for Annual Income (2)	Unit Count	Maximum Income	Range for Annual Income (2)
1BR:	22	\$ 40,280	\$30,000 to \$39,999	27	\$ 50,350	\$40,000 to \$49,999	28	\$ 60,420	\$50,000 to \$69,999	15	\$ 90,630	\$70,000 to \$99,999
2BR:	0	\$ 45,320	\$40,000 to \$49,999	22	\$ 56,650	\$50,000 to \$69,999	28	\$ 67,980	\$50,000 to \$69,999	0	\$101,970	\$70,000 to \$99,999
3BR:		\$ 54,360	\$50,000 to \$69,999		\$ 67,950	\$50,000 to \$69,999	2	\$ 81,540	\$70,000 to \$99,999	2	\$122,310	\$100,000 to \$149,999

(1) Applicant provided income tiers. Camoin 310 matched income caps to household spending ranges.

(2) Income ranges from Bureau of Labor Statistics Table 3104. Where AMI is less than \$1,000 above the low threshold, a lower bracket is used.

4. Because the Project will retain or add 146 households and add five new jobs, the economic impacts resulting from operations, and household spending are therefore also treated as "net new" activity for the purposes of this analysis. An analysis of the retail goods and services available in the city indicates that there is substantial unmet demand for groceries and household essentials, and residents must make purchases in other communities. To reflect this, it is estimated that 50% of household spending occurs in the City of Yonkers, generating jobs, earnings, and additional sales.
5. An analysis of construction materials sellers and construction businesses located in Westchester County and the city estimates that approximately 75% of materials and labor would be sourced in Westchester County and of this, 25% would be sourced within the City of Yonkers⁴. The economic effects of construction spending are adjusted to reflect this, as discussed below in "Construction Phase Impacts."

² An area that is within a 45-minute drive time of the center of the city is used for comparison. This is the estimated acceptable travel time for households moving within the region.

³ The unit reserved for the project/site manager is also considered net new.

⁴ 25% x 75% is 18.75% of the construction cost.

CONSTRUCTION PHASE IMPACTS

To measure the impacts of the construction on jobs, earnings, and sales, Camoin 310 estimates the spending that will occur in Westchester County and then also in the City of Yonkers. Using construction business and workforce data, we estimate that 75% of the construction labor and materials will be acquired in the county and of that, 25% from within the city. The Applicant has engaged engineering and legal services within the city. Additional soft costs are assumed to be 25% related to the construction. Of that, 75% is estimated to be spent within the county and of that, 25% within the city. Real property acquisition, project management and consulting, and financial reserves and escrows are not assumed to have an economic impact within the county or the city.

Table 2

Construction Phase Spending

	Total Project	Direct Spending inside Westchester County	Direct Spending inside City of Yonkers	Input Category
Real Property Acquisition	\$ 8,845,204	\$ -		None
Construction Labor and Materials Combined	\$ 46,370,368	\$ 34,777,776	\$ 8,694,444	Sales
Engineering and Legal Fees. Yonkers Firms	\$ 750,000	\$ 750,000	\$ 750,000	Sales
Additional Soft Costs	\$ 11,113,437	\$ 2,083,769	\$ 520,942	Sales
Project Management and Consulting	\$ 9,195,781	\$ -	\$ -	Sales
Reserves and Escrows	\$ 356,721	\$ -	\$ -	None
Totals	\$ 76,631,511	\$ 37,611,545	\$ 9,965,386	

Source: All costs from Applicant. Allocation by Camoin 310 based on local availability and similar projects

We estimate that the Project would support 34 jobs and nearly \$4.6 million of earnings within Yonkers during the two-year construction phase.

Table 3

Economic Impact in Yonkers - Construction Phase

	<u>Jobs</u>	<u>Earnings</u>	<u>Sales</u>
Direct	29	\$ 4,266,668	\$ 9,965,386
Indirect	3	\$ 160,809	\$ 455,918
Induced	2	\$ 156,128	\$ 392,576
Total	34	\$ 4,583,605	\$ 10,813,880

Source: EMSI, Camoin 310

Total Temporary Economic Impact - Construction Phase



IMPACTS OF NEW HOUSEHOLD SPENDING

Spending by New Tenants

Retained or new residents make purchases in the city, thereby adding dollars to the economy. For this analysis, we researched spending patterns by household income, which drives spending by tenants. Likely spending was estimated using a spending basket from the 2019 Consumer Expenditure Survey for the northeast region, which details household spending in individual consumer categories by income level. The net new spending in the city was calculated by multiplying the amount spent in the city by the number of net new units occupied by households in each income range.

Table 4

Tenant Spending Basket			
Income Range \$30,000 to \$39,999, 22 Units			
Category	Annual per Unit Spending Basket	Amount Spent in City (50%)	Total Net New City Spending
Food	\$ 5,820	\$ 2,910	\$ 64,020
Household furnishings and equipment	\$ 1,459	\$ 730	\$ 16,049
Apparel and services	\$ 1,373	\$ 687	\$ 15,103
Transportation	\$ 5,202	\$ 2,601	\$ 57,222
Health care, not including insurance (1)	\$ 614	\$ 307	\$ 6,754
Entertainment	\$ 1,908	\$ 954	\$ 20,988
Personal care products and services	\$ 544	\$ 272	\$ 5,984
Education	\$ 711	\$ 356	\$ 7,821
Miscellaneous	\$ 543	\$ 272	\$ 5,973
Annual Discretionary Spending	\$ 18,174	\$ 9,087	\$ 199,914

Table 5

Tenant Spending Basket			
Income Range \$40,000 to \$49,999, 27 Units			
Category	Annual per Unit Spending Basket	Amount Spent in City (50%)	Total Net New City Spending
Food	\$ 7,027	\$ 3,514	\$ 94,865
Household furnishings and equipment	\$ 1,586	\$ 793	\$ 21,411
Apparel and services	\$ 1,952	\$ 976	\$ 26,352
Transportation	\$ 7,669	\$ 3,835	\$ 103,532
Health care, not including insurance (1)	\$ 729	\$ 365	\$ 9,842
Entertainment	\$ 2,216	\$ 1,108	\$ 29,916
Personal care products and services	\$ 661	\$ 331	\$ 8,924
Education	\$ 682	\$ 341	\$ 9,207
Miscellaneous	\$ 951	\$ 476	\$ 12,839
Annual Discretionary Spending	\$ 23,473	\$ 11,737	\$ 316,886

Notes for all tables:

Source: 2019 Consumer Expenditure Survey, Bureau of Labor Statistics

(1) Health insurance provider assumed to be outside of county and city.

Table 6

Tenant Spending Basket			
Income Range \$50,000 to \$69,999, 78 Units			
Category	Annual per Unit Spending Basket	Amount Spent in City (50%)	Total Net New City Spending
Food	\$ 7,922	\$ 3,961	\$ 308,958
Household furnishings and equipment	\$ 3,152	\$ 1,576	\$ 122,928
Apparel and services	\$ 2,886	\$ 1,443	\$ 112,554
Transportation	\$ 8,972	\$ 4,486	\$ 349,908
Health care, not including insurance (1)	\$ 740	\$ 370	\$ 28,860
Entertainment	\$ 2,204	\$ 1,102	\$ 85,956
Personal care products and services	\$ 732	\$ 366	\$ 28,548
Education	\$ 1,014	\$ 507	\$ 39,546
Miscellaneous	\$ 1,116	\$ 558	\$ 43,524
Annual Discretionary Spending	\$ 28,738	\$ 14,369	\$ 1,120,782

Table 7

Tenant Spending Basket			
Income Range \$70,000 to \$99,999, 17 Units			
Category	Annual per Unit Spending Basket	Amount Spent in City (50%)	Total Net New City Spending
Food	\$ 9,460	\$ 4,730	\$ 80,410
Household furnishings and equipment	\$ 1,987	\$ 994	\$ 16,890
Apparel and services	\$ 3,807	\$ 1,904	\$ 32,360
Transportation	\$ 11,086	\$ 5,543	\$ 94,231
Health care, not including insurance (1)	\$ 969	\$ 485	\$ 8,237
Entertainment	\$ 3,516	\$ 1,758	\$ 29,886
Personal care products and services	\$ 844	\$ 422	\$ 7,174
Education	\$ 1,680	\$ 840	\$ 14,280
Miscellaneous	\$ 849	\$ 425	\$ 7,217
Annual Discretionary Spending	\$ 34,198	\$ 17,099	\$ 290,683

Table 8

Tenant Spending Basket			
Income Range \$100,000 to \$149,999, 2 Units			
Category	Annual per Unit Spending Basket	Amount Spent in City (50%)	Total Net New City Spending
Food	\$ 11,402	\$ 5,701	\$ 11,402
Household furnishings and equipment	\$ 2,972	\$ 1,486	\$ 2,972
Apparel and services	\$ 5,509	\$ 2,755	\$ 5,509
Transportation	\$ 14,317	\$ 7,159	\$ 14,317
Health care, not including insurance (1)	\$ 1,138	\$ 569	\$ 1,138
Entertainment	\$ 3,813	\$ 1,907	\$ 3,813
Personal care products and services	\$ 1,027	\$ 514	\$ 1,027
Education	\$ 2,436	\$ 1,218	\$ 2,436
Miscellaneous	\$ 1,465	\$ 733	\$ 1,465
Annual Discretionary Spending	\$ 44,079	\$ 22,040	\$ 44,079

We used the spending basket amounts above to calculate the direct, indirect, and total impact of the Project on the county by attributing the various spending categories to relevant NAICS codes in the categories shown below.

Table 9

Total Annual Net New Spending All Residents	
Food	\$ 559,655
Household furnishings and equipment	\$ 180,250
Apparel and services	\$ 191,878
Transportation	\$ 619,210
Health care	\$ 54,830
Entertainment	\$ 170,559
Personal care products and services	\$ 51,657
Education	\$ 73,290
Miscellaneous	\$ 71,017
Total	\$ 1,972,344

Using \$1,972,344 as the new sales input, Camoin 310 employed Emsi to determine the indirect, induced, and total impact of the net new household spending as a result of the project. Table 10 outlines the findings of this analysis.

Table 10

Economic Impact - Household Spending			
	<u>Jobs</u>	<u>Earnings</u>	<u>Sales</u>
Direct	18	\$ 686,159	\$ 1,972,346
Indirect	1	\$ 76,873	\$ 223,044
Induced	1	\$ 93,929	\$ 252,589
Total	20	\$ 856,961	\$ 2,447,979

Source: EMSI, Camoin 310

IMPACTS OF ON-SITE OPERATIONS

The Applicant anticipates 7 new jobs for the Project.

Table 11

Economic Impact - On-Site Operations

	<u>Jobs</u>	<u>Earnings</u>	<u>Sales</u>
Direct	5	\$ 270,965	\$ 931,002
Indirect	2	\$ 78,470	\$ 212,005
Induced	0	\$ 23,267	\$ 61,160
Total	7	\$ 372,702	\$ 1,204,167

Source: EMSI, Camoin 310

TOTAL ANNUAL ECONOMIC IMPACT

The annual economic impact of new household spending and on-site operations on the City of Yonkers is displayed in Table 12.

Table 12

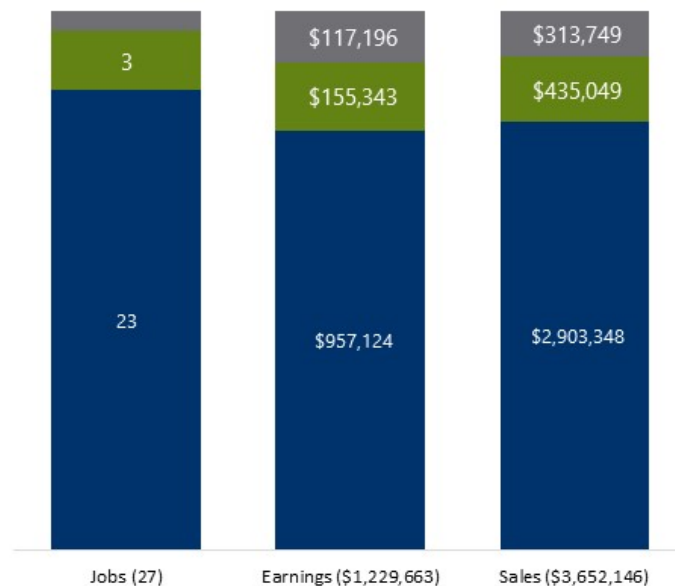
Total Annual Economic Impact

	<u>Jobs</u>	<u>Earnings</u>	<u>Sales</u>
Direct	23	\$ 957,124	\$ 2,903,348
Indirect	3	\$ 155,343	\$ 435,049
Induced	1	\$ 117,196	\$ 313,749
Total	27	\$ 1,229,663	\$ 3,652,146

Source: EMSI, Camoin 310

Total Annual Economic Impact - Operation Phase

■ Direct ■ Indirect ■ Induced



FISCAL IMPACT ANALYSIS

In addition to the economic impact of the Project on the local economy (presented above), there would also be a fiscal impact on annual real property, mortgage, and sales and use tax collection. The following section of the analysis outlines the impact of the completion of the Project on the local taxing jurisdictions.

FINANCIAL ASSISTANCE REQUESTED

The Applicant is requesting that sales and use tax on construction materials purchased be exempted⁵, and also a portion of the mortgage recording tax equal to 1.25% of the mortgage amount. The Applicant has requested a 30-year Payment In Lieu of Taxes (PILOT) schedule. Camoin 310 estimated taxes that would be paid if the Project were completed and was fully taxable for comparison purposes only. A description of our methodology is included in Attachment D.

The requested financial assistance is shown by the local jurisdiction foregoing revenue as a result. Foregone sales tax revenues due to the state, to counties outside of Westchester, and to the MTA are not included.

Table 13

Estimated Financial Assistance Requested, 30-Year PILOT

	<u>Westchester County</u>	<u>City and School</u>	<u>Total</u>
<u>Sales Tax Exemption on Construction Materials</u>			
Construction Materials Sourced by Jurisdiction	75%	18.75%	
Construction Materials Costs, Estimated	\$ 18,430,773	\$ 9,215,386	\$ 27,646,159
Effective Sales Tax Rate (2)	<u>4.00%</u>	<u>3.50%</u>	
Estimated Sales Tax Exemption	\$ 829,385	\$ 322,539	\$ 1,151,923
<u>Mortgage Recording Tax Exemption</u>			
Estimated Mortgage Amount	\$ 36,071,316	n/a	\$ 36,071,316
Mortgage Recording Tax Benefit, Percent of Mortgage	<u>1.250%</u>	<u>n/a</u>	
Estimated Mortgage Recording Tax Exemption	\$ 450,891	\$ -	\$ 450,891
<u>Real Property Tax Exemption</u>			
Estimated Real Property Taxes if no PILOT, Present Value over 30 Years	\$ 1,717,988	\$ 10,708,783	\$ 12,426,771
Less: Estimated PILOT Tax Payments, Present Value over 30 Years	\$ (834,462)	\$ (5,201,477)	\$ (6,035,940)
Real Property Tax Exemption, Present Value	\$ 883,526	\$ 5,507,306	\$ 6,390,831
Estimated Financial Assistance Requested, Total	\$ 2,163,802	\$ 5,829,844	\$ 7,993,646

(1) Present Value Discount Rate is 2%

(2) Westchester County collects 4% on sales outside of Yonkers and 1% on sales inside Yonkers. State and MTA taxes are not shown.

⁵ The estimate of taxable construction materials was provided in the Applicant's pro forma.

SALES AND USE TAX REVENUE

Sales and use tax revenue is collected from two sources: earnings of construction workers during the temporary construction phase, spending of annual earnings of employees of the Project. This analysis shows only the 3.5% sales tax collected and retained by the City of Yonkers.

Sales Tax Revenue – Construction Phase

The one-time construction phase earnings from the local economic impact of the construction work are described in the *Economic Impacts* section.

Table 14

One-Time Sales Tax Revenue Temporary Construction Phase	
Total New Earnings	\$ 4,583,605
Amount Spent in City (50%)	\$ 2,291,803
Amount Taxable (25%)	\$ 572,951
Effective City Sales Tax Rate	3.50%
New City Tax Revenue	\$ 20,053

Source: Camoin 310, Office of the State Comptroller.

CALCULATING SALES AND USE TAX REVENUE

New sales and use tax revenue is an important fiscal benefit of industrial development. Employees, both during the construction phase and project operation, spend a portion of their earnings within the City of Yonkers. A portion of these purchases are taxable and generate new tax revenue.

Based on an analysis of retail spending patterns and the availability of goods within the city using data from Esri and Emsi, it is assumed that 50% of earnings will be spent in the city. Only a portion of spending will be on purchases of taxable goods; this is assumed to be 25%.

Sales Tax Revenue – Annual Operations and Household Spending

The new earnings generated by on-site jobs at the Project would lead to additional annual sales tax revenue for the city, as would the spending on goods and services by the 146 households that will be new or retained.

Table 15

Annual Sales Tax Revenue On-Site Operations	
Total New Earnings	\$ 372,702
Amount Spent in City (50%)	\$ 186,351
Amount Taxable (25%)	\$ 46,588
Effective City Sales Tax Rate	3.50%
New City Tax Revenue	\$ 1,631

Source: Camoin 310, Office of the State Comptroller.

Table 16

Annual Sales Tax Revenue Net New Household Spending	
Total New Spending	\$ 4,895,958
Amount Spent in City (50%)	\$ 2,447,979
Amount Taxable (30%)	\$ 1,468,788
Effective City Sales Tax Rate	3.50%
New City Tax Revenue	\$ 51,408

Source: Camoin 310, Office of the State Comptroller.

Table 17

Total Annual Sales Tax Revenue	
On-Site Operations	\$ 1,631
Household Spending	\$ 51,408
New City Tax Revenue	\$ 53,038

Source: Camoin 310, Office of the State Comptroller.

PAYMENT IN LIEU OF TAXES (PILOT)

A 30-year Payment In Lieu of Taxes (PILOT) schedule, in which the Project pays Shelter Rent⁶, is presented for review by the IDA. The Applicant has stated that without the financial assistance the Project would not be completed. For comparison purposes only, Camoin 310 estimated the taxable value of a completed project and taxes that would be paid assuming current rates increase by 2% per year; the methodology is described in Attachment D. Table 18, below, compares the PILOT and the taxes if no PILOT is awarded. Details are provided in Exhibit 1.

Table 18

Proposed PILOT and Foregone Revenue

Year	Total Estimated Taxes without PILOT	New Revenue from the 30-Year PILOT	Foregone Revenue, all Jurisdictions	PILOT as a Percent of Shelter Rent	PILOT as a Percent of Full Taxes
2022	\$ 116,822	\$ 58,411	\$ (58,411)	n/a (unimproved)	n/a (unimproved)
2023	\$ 233,644	\$ 116,822	\$ (116,822)	n/a (unimproved)	n/a (unimproved)
2024	\$ 458,126	\$ 164,835	\$ (293,291)	7%	36%
2025	\$ 467,289	\$ 168,070	\$ (299,219)	7%	36%
2026	\$ 476,634	\$ 171,368	\$ (305,267)	7%	36%
2027	\$ 486,167	\$ 174,730	\$ (311,437)	7%	36%
2028	\$ 495,890	\$ 178,157	\$ (317,733)	7%	36%
2029	\$ 505,808	\$ 181,651	\$ (324,157)	7%	36%
2030	\$ 515,924	\$ 185,213	\$ (330,712)	7%	36%
2031	\$ 526,243	\$ 188,843	\$ (337,400)	7%	36%
2032	\$ 536,768	\$ 192,544	\$ (344,223)	7%	36%
2033	\$ 547,503	\$ 196,317	\$ (351,186)	7%	36%
2034	\$ 558,453	\$ 228,758	\$ (329,695)	8%	41%
2035	\$ 569,622	\$ 233,239	\$ (336,384)	8%	41%
2036	\$ 581,015	\$ 297,257	\$ (283,757)	10%	51%
2037	\$ 592,635	\$ 303,077	\$ (289,558)	10%	51%
2038	\$ 604,488	\$ 309,010	\$ (295,478)	10%	51%
2039	\$ 616,577	\$ 315,057	\$ (301,521)	10%	51%
2040	\$ 628,909	\$ 353,343	\$ (275,566)	11%	56%
2041	\$ 641,487	\$ 360,254	\$ (281,233)	11%	56%
2042	\$ 654,317	\$ 367,300	\$ (287,017)	11%	56%
2043	\$ 667,403	\$ 374,481	\$ (292,922)	11%	56%
2044	\$ 680,751	\$ 416,510	\$ (264,241)	12%	61%
2045	\$ 694,366	\$ 424,650	\$ (269,717)	12%	61%
2046	\$ 708,254	\$ 432,946	\$ (275,307)	12%	61%
2047	\$ 722,419	\$ 441,403	\$ (281,016)	12%	61%
2048	\$ 736,867	\$ 450,023	\$ (286,844)	12%	61%
2049	\$ 751,604	\$ 458,809	\$ (292,796)	12%	61%
2050	\$ 766,636	\$ 467,764	\$ (298,873)	12%	61%
2051	\$ 781,969	\$ 476,891	\$ (305,078)	12%	61%
Total	\$ 17,324,592	\$ 8,687,731	\$ (8,636,861)	n/a	n/a
Present Value	\$ 12,426,771	\$ 6,035,940	\$ (6,390,831)	n/a	n/a

Source: Applicant, Camoin 310. Present Value discount rate is 2%.

⁶ Shelter Rent is a form of PILOT used for certain affordable housing projects. It is calculated as 10% of the total annual gross rental income and other income, less the cost of utilities furnished by the project to the tenants, including the costs of gas, electricity, heating fuel, water supplied, and sewage charges. Definition from City of Yonkers and Harris Beach PLLC.

BENEFITS TO COST COMPARISON

Economic and fiscal benefits are not directly comparable and both should be considered in an evaluation of the Project's impacts on the City of Yonkers.

ECONOMIC BENEFITS

As described above, annual economic activity resulting from the Project is expected to generate 27 jobs, \$1.23 million of new earnings, and \$3.65 million of new sales of goods and services.

FISCAL BENEFITS AND COSTS

The Applicant has stated that if no financial assistance is provided, the Project will not be undertaken, and the estimated tax revenues would not be generated and collected. In addition, while tax abatements are often considered costs, they actually represent foregone revenue, not an expenditure of funds or a reduction in revenue already being received. However, it is useful for the Agency's evaluation of a Project to see a ratio of fiscal benefits to costs, or foregone revenue.

The table below compares the fiscal benefits (not the economic benefits) of the Project, to the foregone revenues, or estimated costs and calculates the Benefit / Cost ratio.

Table 19

Fiscal Benefits and Costs of Financial Assistance over 10 and 30 Years, City of Yonkers		
Fiscal Benefits	10 Years	30 Years
IDA Fees: \$600 up front plus \$1,000 Annually, Present Value	\$ 9,583	\$ 22,996
One-time Sales Tax Revenue from Construction Earnings (1)	\$ 20,053	\$ 20,053
Sales Tax Revenue from Household Spending, Present Value	\$ 503,996	\$ 1,511,987
Sales Tax Revenue from On-Site Employee Spending, Present Value	\$ 15,986	\$ 47,958
Add'l Property Tax Revenue, Project vs. No Project, Present Value	<u>\$ 1,215,539</u>	<u>\$ 5,201,477</u>
Total Fiscal Benefits	\$ 1,765,157	\$ 6,804,472
Fiscal Costs (Foregone Revenue)		
Foregone One-Time Sales Tax on Construction Sales	\$ 322,539	\$ 322,539
Foregone One-Time Mortgage Recording Tax	n/a	n/a
Foregone Property Tax Revenue, Present Value	<u>\$ 2,052,843</u>	<u>\$ 5,507,306</u>
Total Costs of Financial Assistance	\$ 2,375,382	\$ 5,829,844
Benefits to Costs	0.74	1.17

(1) Sales tax on construction materials anticipated to be purchased in the City only.

RETURN ON INVESTMENT ANALYSIS

Evaluation of Assumptions

Project Performance and Cashflows

We evaluated key assumptions used in submitted project cashflows. Table 20 below presents the anticipated income and expenses in Year 5, when the project is complete and has been operating. This provides a picture of what the stabilized project cashflows are estimated to be.

For comparison purposes only, Project operating costs were benchmarked against the costs of all apartments in New York State, which encompasses both market rate and affordable units.

- ◆ The vacancy allowance of 5% is higher than the current benchmark for market-rate apartments, but by a small amount.
- ◆ Operating expenses as a percent of Effective Gross Income (EGI) are 44%, higher than the benchmark of 37%. Annual financing costs are 41% of EGI.
- ◆ Net Operating Income before annual financing costs is lower than the benchmark of 63%, and cashflow after all expenses is 7%. RealtyRates does not publish a benchmark for cashflow, which depends on individual developer goals.

Table 20

Comparison of Income and Expenses to Benchmarks			
	Stabilization, Year 5	% of EGI	Benchmark
Income before Vacancy Adjustment	\$ 2,541,429	--	--
Vacancy Allowance	5%	--	4.4%
<u>Calculation of Net Operating Income and Expense Ratios</u>			
Effective Gross Income (EGI), Net of Vacancy	\$ 2,414,358	95%	94%
Operating Expenses and Reserve	\$ (1,072,825)	44%	37%
<u>Real Property Taxes</u>	<u>\$ (171,368)</u>	--	--
Net Operating Income	\$ 1,170,165	46%	63%
<u>Annual Financing Costs</u>			
Principal and Interest	\$ (1,000,768)	41%	--
Cashflow after all Expenses	\$ 169,397	7%	

Source for Benchmarks: RealtyRates.

Financing Plan

Sources and Uses of Funds

The Sources and Uses of Funds table shows the total project costs. The sources are a mix of debt, tax credits sold to investors (monetized) to generate up-front capital, grant, and cash.

Table 21

Sources and Uses of Funds			
<u>Sources of Funds</u>	<u>Type</u>		
HFA First Mortgage	Debt	\$14,420,000	19%
New Construction Capital Program (HFA)	Debt	\$15,246,000	20%
Federal Low Income Housing Tax Credits	Monetized Tax Credit	\$32,421,435	42%
Brownfield Tax Credits	Monetized Tax Credit	\$5,344,415	7%
NHLA - Westchester County	Grant	\$5,000,000	7%
Accrued Interest on HFA/HCR Subsidy during Construction	Cash	\$1,003,720	1%
<u>Developer Investment (Deferred Fee) (1)</u>	Future Cash	<u>\$3,195,941</u>	<u>4%</u>
Total Sources		\$76,631,511	100%
 <u>Uses of Funds</u>			
Acquisition Costs		\$8,845,204	12%
Hard Construction Costs		\$46,370,368	61%
Soft Costs		\$11,863,437	15%
Reserves and Escrows		\$356,721	0%
<u>Project Management and Consulting Costs (2)</u>		<u>\$9,195,781</u>	<u>12%</u>
Total Uses		\$76,631,511	100%

Source: Applicant

(1) Cashflow is drawn from first 15 years to reimburse initial investors

(2) Developer activity to construct and complete project is included

Estimation of Market Value

To provide perspective on the real estate value of the project, a sale price was estimated by Camoin 310 using an income approach, where the anticipated Net Operating Income (NOI) is divided by a Capitalization Rate⁷. Sale proceeds are expected to be used to repay the remaining principal on the long term debt.

Table 22

Calculation of Market Value at 1 and 30 Years		
<i>Assumes Sale Based on Projected Project Income</i>		
	<u>1 Year</u>	<u>30 Years</u>
Pre Tax Net Operating Income (NOI)	\$1,308,680	\$1,961,560
Reversion Capitalization Rate (Cap Rate)	7.43%	7.43%
Reversion (Sale) Value (NOI/Cap Rate)	\$17,613,464	\$26,400,540

Source: Developer. Calculations: Camoin 310

Investment Returns

Point and Ravine is an affordable housing project, with the Applicant serving as the developer. In addition to debt financing, capital funding is provided by investors who will invest through participation in Federal tax credit programs designed to support affordable housing. These investors receive credits to offset tax liabilities over a period of 15 years.

Instead of an equity investment by the developer, which has been the case for market-rate and mixed-use housing projects in the City of Yonkers, the Project is undertaken as a fee-based investment. The performance benchmark is the generation of a minimum dollar amount of cashflow earned by the Applicant over the 15-year tax credit compliance period, as regulated by New York State Homes and Community Renewal/Housing Finance Agency.

With a PILOT based on Shelter Rent, which provides an estimated abatement of 50% over 30 years, the Project achieves 99% of its minimum cashflow benchmark. **Camoin 310 finds the request for a tax exemption both reasonable and necessary to the project's viability.**

Table 23

Investment Performance Measures			
Measure	With PILOT		No PILOT
Project Cost	\$	76,631,511	\$ 76,631,511
Developer Investment	\$	3,195,941	\$ 3,195,941
<u>Progress Toward Repaying LIHTC Investors: Target is: \$3,195,941 by Year 15</u>			
Cumulative Cash Flow by Year 5	\$	850,478	\$ (222,532)
Cumulative Cash Flow by Year 10	\$	1,910,321	\$ (784,129)
Cumulative Cash Flow by Year 15	\$	3,176,243	\$ (1,163,452)
Cumulative Cash Flow by Year 30 (end)	\$	8,143,636	\$ (493,225)
<u>Debt Service Coverage: Current Market Average 1.61</u>			
Average		1.33	1.04
Range		1.18 to 1.48	0.89 to 1.19

Benchmarks: RealtyRates Investor Survey.

⁷ A Capitalization Rate is an estimated rate of future return, based on anticipated operating income. Each investor or developer will have a desired Capitalization Rate for a project. Camoin 310 used a RealtyRates.com benchmark.

EXHIBIT 1: PILOT COMPARISON

Table A: PILOT at Escalating Shelter Rent

PILOT Schedule Presented in the Applicant's Pro Forma Cashflow

Fiscal Year	Proposed PILOT	County, 13.8% of	City, 30.4% of	School, 55.8% of
Ending	Payment	Total Taxes	Total Taxes	Total Taxes
2022	\$ 58,411	\$ 8,075	\$ 17,765	\$ 32,571
2023	\$ 116,822	\$ 16,151	\$ 35,530	\$ 65,142
2024	\$ 164,835	\$ 22,788	\$ 50,132	\$ 91,914
2025	\$ 168,070	\$ 23,235	\$ 51,116	\$ 93,718
2026	\$ 171,368	\$ 23,691	\$ 52,119	\$ 95,557
2027	\$ 174,730	\$ 24,156	\$ 53,142	\$ 97,432
2028	\$ 178,157	\$ 24,630	\$ 54,184	\$ 99,343
2029	\$ 181,651	\$ 25,113	\$ 55,246	\$ 101,291
2030	\$ 185,213	\$ 25,605	\$ 56,330	\$ 103,277
2031	\$ 188,843	\$ 26,107	\$ 57,434	\$ 105,302
2032	\$ 192,544	\$ 26,619	\$ 58,560	\$ 107,366
2033	\$ 196,317	\$ 27,141	\$ 59,707	\$ 109,470
2034	\$ 228,758	\$ 31,626	\$ 69,573	\$ 127,559
2035	\$ 233,239	\$ 32,245	\$ 70,936	\$ 130,057
2036	\$ 297,257	\$ 41,096	\$ 90,407	\$ 165,755
2037	\$ 303,077	\$ 41,900	\$ 92,177	\$ 169,001
2038	\$ 309,010	\$ 42,720	\$ 93,981	\$ 172,309
2039	\$ 315,057	\$ 43,556	\$ 95,820	\$ 175,681
2040	\$ 353,343	\$ 48,849	\$ 107,464	\$ 197,029
2041	\$ 360,254	\$ 49,805	\$ 109,566	\$ 200,883
2042	\$ 367,300	\$ 50,779	\$ 111,709	\$ 204,812
2043	\$ 374,481	\$ 51,772	\$ 113,893	\$ 208,816
2044	\$ 416,510	\$ 57,582	\$ 126,676	\$ 232,252
2045	\$ 424,650	\$ 58,707	\$ 129,151	\$ 236,791
2046	\$ 432,946	\$ 59,854	\$ 131,674	\$ 241,418
2047	\$ 441,403	\$ 61,023	\$ 134,246	\$ 246,133
2048	\$ 450,023	\$ 62,215	\$ 136,868	\$ 250,940
2049	\$ 458,809	\$ 63,430	\$ 139,540	\$ 255,839
2050	\$ 467,764	\$ 64,668	\$ 142,264	\$ 260,832
2051	\$ 476,891	\$ 65,930	\$ 145,040	\$ 265,922
Total	\$ 8,687,731	\$ 1,201,070	\$ 2,642,248	\$ 4,844,413
Present				
Value	\$ 6,035,940	\$ 834,462	\$ 1,835,744	\$ 3,365,734

Source: Applicant. Present Value assumes 2% discount rate.

Table B: Estimated Future Taxes with no PILOT

Estimated by Camoin 310 Based on Project Income and Capitalization Rate

Fiscal Year	Total Estimated	County, 13.8% of	City, 30.4% of	School, 55.8% of
Ending	Taxes	Total Taxes	Total Taxes	Total Taxes
2022	\$ 116,822	\$ 16,151	\$ 35,530	\$ 65,142
2023	\$ 233,644	\$ 32,301	\$ 71,060	\$ 130,284
2024	\$ 458,126	\$ 63,335	\$ 139,332	\$ 255,458
2025	\$ 467,289	\$ 64,602	\$ 142,119	\$ 260,567
2026	\$ 476,634	\$ 65,894	\$ 144,961	\$ 265,779
2027	\$ 486,167	\$ 67,212	\$ 147,861	\$ 271,094
2028	\$ 495,890	\$ 68,556	\$ 150,818	\$ 276,516
2029	\$ 505,808	\$ 69,927	\$ 153,834	\$ 282,046
2030	\$ 515,924	\$ 71,326	\$ 156,911	\$ 287,687
2031	\$ 526,243	\$ 72,753	\$ 160,049	\$ 293,441
2032	\$ 536,768	\$ 74,208	\$ 163,250	\$ 299,310
2033	\$ 547,503	\$ 75,692	\$ 166,515	\$ 305,296
2034	\$ 558,453	\$ 77,206	\$ 169,845	\$ 311,402
2035	\$ 569,622	\$ 78,750	\$ 173,242	\$ 317,630
2036	\$ 581,015	\$ 80,325	\$ 176,707	\$ 323,983
2037	\$ 592,635	\$ 81,931	\$ 180,241	\$ 330,462
2038	\$ 604,488	\$ 83,570	\$ 183,846	\$ 337,072
2039	\$ 616,577	\$ 85,241	\$ 187,523	\$ 343,813
2040	\$ 628,909	\$ 86,946	\$ 191,274	\$ 350,689
2041	\$ 641,487	\$ 88,685	\$ 195,099	\$ 357,703
2042	\$ 654,317	\$ 90,459	\$ 199,001	\$ 364,857
2043	\$ 667,403	\$ 92,268	\$ 202,981	\$ 372,154
2044	\$ 680,751	\$ 94,113	\$ 207,041	\$ 379,597
2045	\$ 694,366	\$ 95,995	\$ 211,181	\$ 387,189
2046	\$ 708,254	\$ 97,915	\$ 215,405	\$ 394,933
2047	\$ 722,419	\$ 99,874	\$ 219,713	\$ 402,832
2048	\$ 736,867	\$ 101,871	\$ 224,107	\$ 410,888
2049	\$ 751,604	\$ 103,909	\$ 228,590	\$ 419,106
2050	\$ 766,636	\$ 105,987	\$ 233,161	\$ 427,488
2051	\$ 781,969	\$ 108,106	\$ 237,825	\$ 436,038
Total	\$ 17,324,592	\$ 2,395,106	\$ 5,269,024	\$ 9,660,461
Present				
Value	\$ 12,426,771	\$ 1,717,988	\$ 3,779,423	\$ 6,929,360

Source: Applicant. Present Value assumes 2% discount rate.

Table C: Full Tax Payment: Taxes Owed if No Project

Full tax payment on the parcel as currently taxed. The parcel is currently owned by the city and does not pay real property taxes.

Fiscal Year	Total Taxes	County	Local	School
Ending				
2022	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -
2026	\$ -	\$ -	\$ -	\$ -
2027	\$ -	\$ -	\$ -	\$ -
2028	\$ -	\$ -	\$ -	\$ -
2029	\$ -	\$ -	\$ -	\$ -
2030	\$ -	\$ -	\$ -	\$ -
2031	\$ -	\$ -	\$ -	\$ -
2032	\$ -	\$ -	\$ -	\$ -
2033	\$ -	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -	\$ -
2035	\$ -	\$ -	\$ -	\$ -
2036	\$ -	\$ -	\$ -	\$ -
2037	\$ -	\$ -	\$ -	\$ -
2038	\$ -	\$ -	\$ -	\$ -
2039	\$ -	\$ -	\$ -	\$ -
2040	\$ -	\$ -	\$ -	\$ -
2041	\$ -	\$ -	\$ -	\$ -
2042	\$ -	\$ -	\$ -	\$ -
2043	\$ -	\$ -	\$ -	\$ -
2044	\$ -	\$ -	\$ -	\$ -
2045	\$ -	\$ -	\$ -	\$ -
2046	\$ -	\$ -	\$ -	\$ -
2047	\$ -	\$ -	\$ -	\$ -
2048	\$ -	\$ -	\$ -	\$ -
2049	\$ -	\$ -	\$ -	\$ -
2050	\$ -	\$ -	\$ -	\$ -
2051	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Present				
Value	\$ -	\$ -	\$ -	\$ -

Source: Applicant. Present Value assumes 2% discount rate.

Table D: Exempted Taxes (Benefits to Project)

Calculated as tax receipts on a fully taxed Land (Table B) minus PILOT receipts (Table A). Positive numbers are net benefits to the Project.

Fiscal Year Ending	Savings on Total Tax Payment	Savings on County Tax	Savings on City Tax	Savings on School Tax
2022	\$ 58,411	\$ 8,075	\$ 17,765	\$ 32,571
2023	\$ 116,822	\$ 16,151	\$ 35,530	\$ 65,142
2024	\$ 293,291	\$ 40,547	\$ 89,200	\$ 163,544
2025	\$ 299,219	\$ 41,367	\$ 91,003	\$ 166,849
2026	\$ 305,267	\$ 42,203	\$ 92,842	\$ 170,221
2027	\$ 311,437	\$ 43,056	\$ 94,719	\$ 173,662
2028	\$ 317,733	\$ 43,926	\$ 96,634	\$ 177,173
2029	\$ 324,157	\$ 44,814	\$ 98,588	\$ 180,755
2030	\$ 330,712	\$ 45,721	\$ 100,581	\$ 184,410
2031	\$ 337,400	\$ 46,645	\$ 102,615	\$ 188,139
2032	\$ 344,223	\$ 47,589	\$ 104,691	\$ 191,944
2033	\$ 351,186	\$ 48,551	\$ 106,808	\$ 195,827
2034	\$ 329,695	\$ 45,580	\$ 100,272	\$ 183,843
2035	\$ 336,384	\$ 46,505	\$ 102,306	\$ 187,573
2036	\$ 283,757	\$ 39,229	\$ 86,301	\$ 158,227
2037	\$ 289,558	\$ 40,031	\$ 88,065	\$ 161,462
2038	\$ 295,478	\$ 40,850	\$ 89,865	\$ 164,763
2039	\$ 301,521	\$ 41,685	\$ 91,703	\$ 168,133
2040	\$ 275,566	\$ 38,097	\$ 83,809	\$ 153,660
2041	\$ 281,233	\$ 38,880	\$ 85,533	\$ 156,820
2042	\$ 287,017	\$ 39,680	\$ 87,292	\$ 160,045
2043	\$ 292,922	\$ 40,496	\$ 89,088	\$ 163,338
2044	\$ 264,241	\$ 36,531	\$ 80,365	\$ 147,345
2045	\$ 269,717	\$ 37,288	\$ 82,030	\$ 150,398
2046	\$ 275,307	\$ 38,061	\$ 83,731	\$ 153,516
2047	\$ 281,016	\$ 38,850	\$ 85,467	\$ 156,699
2048	\$ 286,844	\$ 39,656	\$ 87,240	\$ 159,949
2049	\$ 292,796	\$ 40,479	\$ 89,050	\$ 163,268
2050	\$ 298,873	\$ 41,319	\$ 90,898	\$ 166,656
2051	\$ 305,078	\$ 42,177	\$ 92,785	\$ 170,116
Total	\$ 8,636,861	\$ 1,194,037	\$ 2,626,776	\$ 4,816,048
Present				
Value	\$ 6,390,831	\$ 883,526	\$ 1,943,679	\$ 3,563,627

Note: Present Value assumes 2% discount rate.

Table E: New Tax Revenue (Benefits to Jurisdictions)

Calculated as new tax receipts to each jurisdiction, compared with no Project's being built and tax payments continuing on the parcel as currently used.

Fiscal Year Ending	Total Net Benefits, All Jurisdictions	Net Benefits, County Tax Portion	Net Benefits, City Tax Portion	Net Benefits, School Tax Portion
2020	\$ 58,411	\$ 8,075	\$ 17,765	\$ 32,571
2023	\$ 116,822	\$ 16,151	\$ 35,530	\$ 65,142
2024	\$ 164,835	\$ 22,788	\$ 50,132	\$ 91,914
2025	\$ 168,070	\$ 23,235	\$ 51,116	\$ 93,718
2026	\$ 171,368	\$ 23,691	\$ 52,119	\$ 95,557
2027	\$ 174,730	\$ 24,156	\$ 53,142	\$ 97,432
2028	\$ 178,157	\$ 24,630	\$ 54,184	\$ 99,343
2029	\$ 181,651	\$ 25,113	\$ 55,246	\$ 101,291
2030	\$ 185,213	\$ 25,605	\$ 56,330	\$ 103,277
2031	\$ 188,843	\$ 26,107	\$ 57,434	\$ 105,302
2032	\$ 192,544	\$ 26,619	\$ 58,560	\$ 107,366
2033	\$ 196,317	\$ 27,141	\$ 59,707	\$ 109,470
2034	\$ 228,758	\$ 31,626	\$ 69,573	\$ 127,559
2035	\$ 233,239	\$ 32,245	\$ 70,936	\$ 130,057
2036	\$ 297,257	\$ 41,096	\$ 90,407	\$ 165,755
2037	\$ 303,077	\$ 41,900	\$ 92,177	\$ 169,001
2038	\$ 309,010	\$ 42,720	\$ 93,981	\$ 172,309
2039	\$ 315,057	\$ 43,556	\$ 95,820	\$ 175,681
2040	\$ 353,343	\$ 48,849	\$ 107,464	\$ 197,029
2041	\$ 360,254	\$ 49,805	\$ 109,566	\$ 200,883
2042	\$ 367,300	\$ 50,779	\$ 111,709	\$ 204,812
2043	\$ 374,481	\$ 51,772	\$ 113,893	\$ 208,816
2044	\$ 416,510	\$ 57,582	\$ 126,676	\$ 232,252
2045	\$ 424,650	\$ 58,707	\$ 129,151	\$ 236,791
2046	\$ 432,946	\$ 59,854	\$ 131,674	\$ 241,418
2047	\$ 441,403	\$ 61,023	\$ 134,246	\$ 246,133
2048	\$ 450,023	\$ 62,215	\$ 136,868	\$ 250,940
2049	\$ 458,809	\$ 63,430	\$ 139,540	\$ 255,839
2050	\$ 467,764	\$ 64,668	\$ 142,264	\$ 260,832
2051	\$ 476,891	\$ 65,930	\$ 145,040	\$ 265,922
Total	\$ 8,687,731	\$ 1,201,070	\$ 2,642,248	\$ 4,844,413
Present				
Value	\$ 6,035,940	\$ 834,462	\$ 1,835,744	\$ 3,365,734

Note: Present Value assumes 2% discount rate.

About this detailed analysis:

PILOT schedules are often negotiated as an aggregate of the real property taxes owed on a parcel, by the taxing jurisdictions of county, city/town/village, and school district. This aggregation is from the point of view of the property owner, answering the question "what total tax-equivalent will I pay?"

This analysis separates the total PILOT, and the taxes that would be paid without the PILOT, into individual jurisdictions.

Projections assume that the current distribution among county, city/town/village, and school taxes remains the same. Actual taxes for each jurisdiction will differ as individual jurisdictions set

Comparisons of tax revenues:

Table D subtracts the PILOT payments from the taxes that would be owed if the project were completed without a PILOT. This shows the value of the assistance to the Applicant.

Table E is from the perspective of each jurisdiction. It subtracts the taxes currently being paid on the project from the PILOT payments, showing the net revenue gain (loss) to each jurisdiction.

Note: Amounts estimated to be paid to each jurisdiction are based on the current allocation and current tax rates. The amount received by each jurisdiction will differ from the amounts here, depending on changes to the tax rates of each jurisdiction as a proportion of total payments owed on the parcel each year.

EXHIBIT 2: PRO FORMA CASHFLOWS

Operating Cash Flow

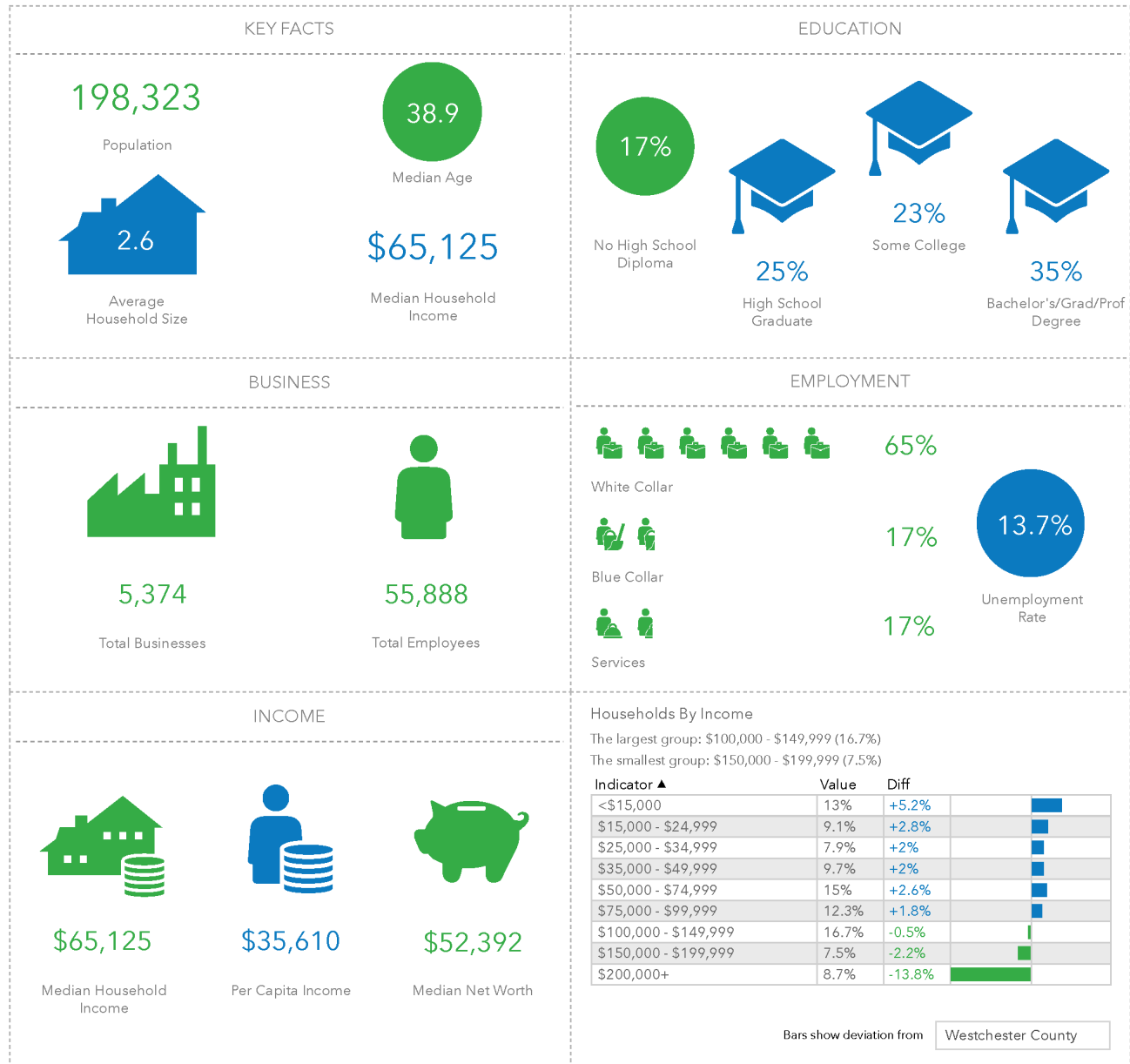
Income																
Gross Operating Income	\$	2,347,888	\$	2,394,846	\$	2,442,743	\$	2,491,598	\$	2,541,429	\$	2,592,258	\$	2,644,103	\$	2,696,985
Vacancy Allowance	\$	(117,394)	\$	(119,742)	\$	(122,137)	\$	(124,580)	\$	(127,071)	\$	(129,613)	\$	(132,205)	\$	(134,849)
Net Rental Income	\$	2,230,494	\$	2,275,104	\$	2,320,606	\$	2,367,018	\$	2,414,358	\$	2,462,645	\$	2,511,898	\$	2,562,136
Effective Gross Income (EGI)	\$	2,230,494	\$	2,275,104	\$	2,320,606	\$	2,367,018	\$	2,414,358	\$	2,462,645	\$	2,511,898	\$	2,562,136
Operating Expenses																
Utilities	\$	(83,026)	\$	(85,401)	\$	(87,963)	\$	(90,601)	\$	(93,319)	\$	(96,119)	\$	(99,003)	\$	(101,973)
Other Operating Expenses	\$	(838,788)	\$	(862,729)	\$	(887,246)	\$	(912,471)	\$	(938,425)	\$	(965,129)	\$	(992,605)	\$	(1,020,876)
Total Operating Expenses	\$	(921,814)	\$	(948,130)	\$	(975,209)	\$	(1,003,072)	\$	(1,031,744)	\$	(1,061,248)	\$	(1,091,608)	\$	(1,122,849)
Pre-Tax Operating Income	\$	1,308,680	\$	1,326,974	\$	1,345,397	\$	1,363,945	\$	1,382,614	\$	1,401,397	\$	1,420,290	\$	1,439,287
Real Property Taxes																
Real Property Taxes	\$	(58,411)	\$	(116,822)	\$	(164,835)	\$	(168,070)	\$	(171,368)	\$	(174,730)	\$	(178,157)	\$	(181,651)
Total Real Property Taxes	\$	(58,411)	\$	(116,822)	\$	(164,835)	\$	(168,070)	\$	(171,368)	\$	(174,730)	\$	(178,157)	\$	(181,651)
Net Operating Income (NOI)	\$	1,250,269	\$	1,210,152	\$	1,180,563	\$	1,195,875	\$	1,211,246	\$	1,226,667	\$	1,242,133	\$	1,257,636
Replacement Reserve (if any)	\$	(36,500)	\$	(37,595)	\$	(38,726)	\$	(39,885)	\$	(41,081)	\$	(42,314)	\$	(43,583)	\$	(44,890)
Financing Cash Flow																
Debt Service Payment	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)
Financing Cash Flow	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)	\$	(1,000,768)
Cash Flow After Financing and Reserve	\$	213,001	\$	171,789	\$	141,069	\$	155,222	\$	169,397	\$	183,585	\$	197,782	\$	211,978
Debt Service Coverage Ratio (DSCR)		1.25		1.21		1.18		1.19		1.21		1.23		1.24		1.26
Cumulative Cashflow	\$	213,001	\$	384,790	\$	525,859	\$	681,081	\$	850,478	\$	1,034,064	\$	1,231,846	\$	1,443,824
Annual Cashflows from Project	\$	213,001	\$	171,789	\$	141,069	\$	155,222	\$	169,397	\$	183,585	\$	197,782	\$	211,978

Point and Ravine Project in Yonkers, NY, Economic and Fiscal Impact and Return on Investment Analysis

	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Operating Cash Flow															
Income															
Gross Operating Income	\$ 3,159,948	\$ 3,223,147	\$ 3,287,610	\$ 3,353,362	\$ 3,420,429	\$ 3,488,838	\$ 3,558,615	\$ 3,629,787	\$ 3,702,383	\$ 3,776,431	\$ 3,851,959	\$ 3,928,998	\$ 4,007,578	\$ 4,087,730	\$ 4,169,484
Vacancy Allowance	\$ (157,997)	\$ (161,157)	\$ (164,380)	\$ (167,668)	\$ (171,021)	\$ (174,442)	\$ (177,931)	\$ (181,489)	\$ (185,119)	\$ (188,822)	\$ (192,598)	\$ (196,450)	\$ (200,379)	\$ (204,386)	\$ (208,474)
Net Rental Income	\$ 3,001,951	\$ 3,061,990	\$ 3,123,230	\$ 3,185,694	\$ 3,249,408	\$ 3,314,396	\$ 3,380,684	\$ 3,448,298	\$ 3,517,264	\$ 3,587,609	\$ 3,659,361	\$ 3,732,548	\$ 3,807,199	\$ 3,883,343	\$ 3,961,010
Effective Gross Income (EGI)	\$ 3,001,951	\$ 3,061,990	\$ 3,123,230	\$ 3,185,694	\$ 3,249,408	\$ 3,314,396	\$ 3,380,684	\$ 3,448,298	\$ 3,517,264	\$ 3,587,609	\$ 3,659,361	\$ 3,732,548	\$ 3,807,199	\$ 3,883,343	\$ 3,961,010
Operating Expenses															
Utilities	\$ (129,176)	\$ (133,051)	\$ (137,043)	\$ (141,154)	\$ (145,389)	\$ (149,750)	\$ (154,243)	\$ (158,870)	\$ (163,636)	\$ (168,545)	\$ (173,602)	\$ (178,810)	\$ (184,174)	\$ (189,699)	\$ (195,390)
Other Operating Expenses	\$ (1,278,594)	\$ (1,315,151)	\$ (1,352,768)	\$ (1,391,478)	\$ (1,431,310)	\$ (1,382,662)	\$ (1,424,141)	\$ (1,466,866)	\$ (1,510,872)	\$ (1,556,198)	\$ (1,602,884)	\$ (1,650,970)	\$ (1,700,499)	\$ (1,751,514)	\$ (1,804,060)
Total Operating Expenses	\$ (1,407,770)	\$ (1,448,202)	\$ (1,489,811)	\$ (1,532,632)	\$ (1,576,699)	\$ (1,532,412)	\$ (1,578,384)	\$ (1,625,736)	\$ (1,674,508)	\$ (1,724,743)	\$ (1,776,486)	\$ (1,829,780)	\$ (1,884,673)	\$ (1,941,214)	\$ (1,999,450)
Pre-Tax Operating Income	\$ 1,594,181	\$ 1,613,788	\$ 1,633,419	\$ 1,653,063	\$ 1,672,709	\$ 1,781,984	\$ 1,802,300	\$ 1,822,562	\$ 1,842,756	\$ 1,862,866	\$ 1,882,876	\$ 1,902,768	\$ 1,922,526	\$ 1,942,130	\$ 1,961,560
Real Property Taxes															
Real Property Taxes	\$ (303,077)	\$ (309,010)	\$ (315,057)	\$ (353,343)	\$ (360,254)	\$ (367,300)	\$ (374,481)	\$ (416,510)	\$ (424,650)	\$ (432,946)	\$ (441,403)	\$ (450,023)	\$ (458,809)	\$ (467,764)	\$ (476,891)
Total Real Property Taxes	\$ (303,077)	\$ (309,010)	\$ (315,057)	\$ (353,343)	\$ (360,254)	\$ (367,300)	\$ (374,481)	\$ (416,510)	\$ (424,650)	\$ (432,946)	\$ (441,403)	\$ (450,023)	\$ (458,809)	\$ (467,764)	\$ (476,891)
Net Operating Income (NOI)	\$ 1,291,103	\$ 1,304,778	\$ 1,318,362	\$ 1,299,720	\$ 1,312,455	\$ 1,414,684	\$ 1,427,819	\$ 1,406,052	\$ 1,418,106	\$ 1,429,920	\$ 1,441,473	\$ 1,452,746	\$ 1,463,717	\$ 1,474,366	\$ 1,484,669
Replacement Reserve (if any)	\$ (56,866)	\$ (58,572)	\$ (60,329)	\$ (62,139)	\$ (64,003)	\$ (65,923)	\$ (65,922)	\$ (65,921)	\$ (65,920)	\$ (65,919)	\$ (65,918)	\$ (65,917)	\$ (65,916)	\$ (65,915)	\$ (65,914)
Financing Cash Flow															
Debt Service Payment	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,767)	\$ (1,000,766)	\$ (1,000,765)	\$ (1,000,764)	\$ (1,000,763)	\$ (1,000,762)	\$ (1,000,761)	\$ (1,000,760)
Financing Cash Flow	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,768)	\$ (1,000,767)	\$ (1,000,766)	\$ (1,000,765)	\$ (1,000,764)	\$ (1,000,763)	\$ (1,000,762)	\$ (1,000,761)	\$ (1,000,760)
Cash Flow After Financing and Reserve	\$ 233,469	\$ 245,438	\$ 257,265	\$ 236,813	\$ 247,684	\$ 347,993	\$ 361,129	\$ 339,364	\$ 351,420	\$ 363,236	\$ 374,791	\$ 386,066	\$ 397,040	\$ 407,690	\$ 417,995
Debt Service Coverage Ratio (DSCR)	1.29	1.30	1.32	1.30	1.31	1.41	1.43	1.40	1.42	1.43	1.44	1.45	1.46	1.47	1.48
Cumulative Cashflow	\$ 3,409,712	\$ 3,655,150	\$ 3,912,416	\$ 4,149,228	\$ 4,396,912	\$ 4,744,905	\$ 5,106,034	\$ 5,445,398	\$ 5,796,818	\$ 6,160,054	\$ 6,534,845	\$ 6,920,911	\$ 7,317,950	\$ 7,725,641	\$ 8,143,636
Annual Cashflows from Project	\$ 233,469	\$ 245,438	\$ 257,265	\$ 236,813	\$ 247,684	\$ 347,993	\$ 361,129	\$ 339,364	\$ 351,420	\$ 363,236	\$ 374,791	\$ 386,066	\$ 397,040	\$ 407,690	\$ 417,995

EXHIBIT 3: ECONOMIC SNAPSHOTS

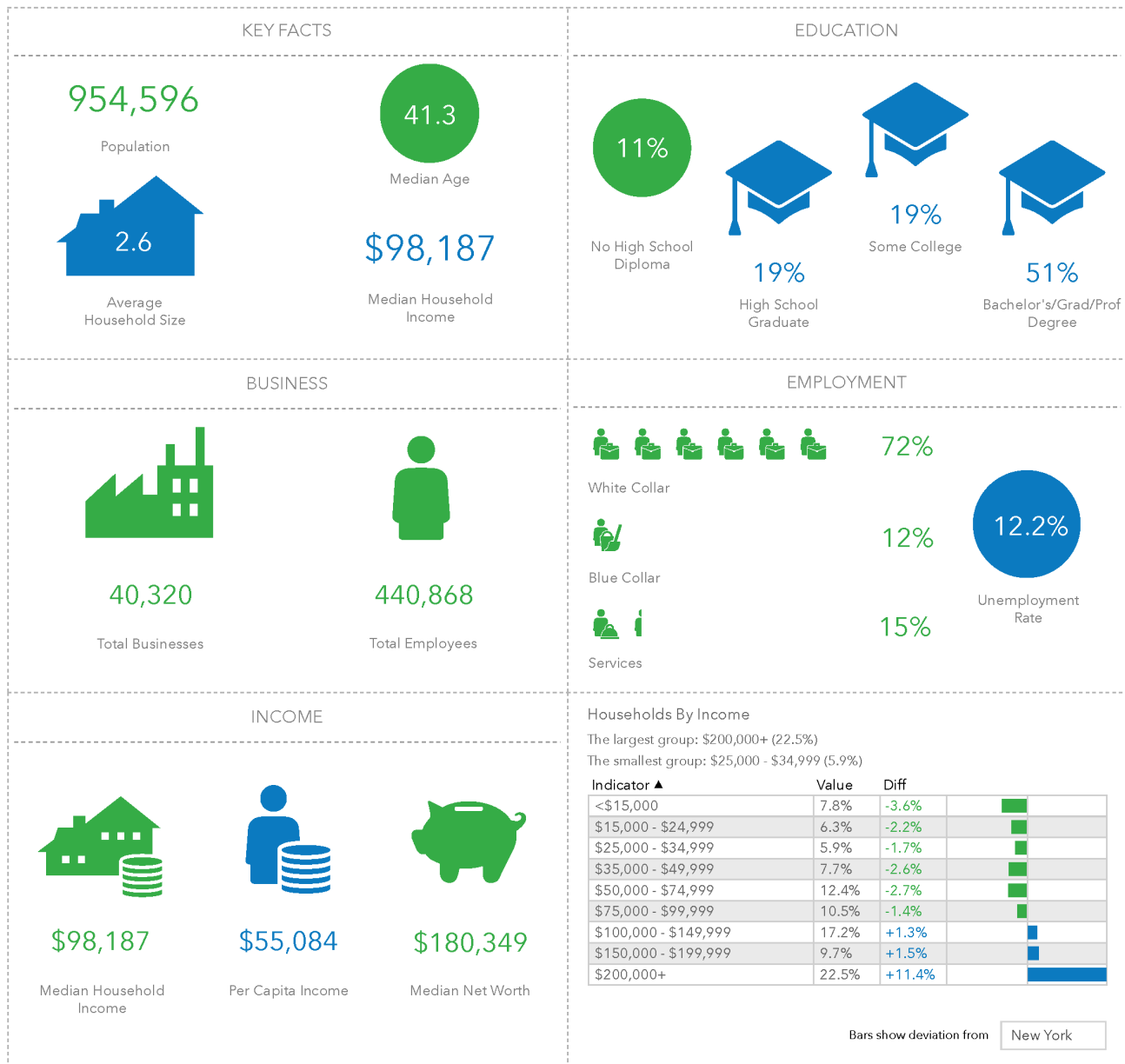
City of Yonkers



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Westchester County



This infographic contains data provided by Esri, Esri and Infogroup. The vintage of the data is 2020, 2025.

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ATTACHMENT A: WHAT IS ECONOMIC IMPACT ANALYSIS?

The purpose of conducting an economic impact study is to ascertain the total cumulative changes in employment, earnings and output in a given economy due to some initial “change in final demand”. To understand the meaning of “change in final demand”, consider the installation of a new widget manufacturer in Anytown, USA. The widget manufacturer sells \$1 million worth of its widgets per year exclusively to consumers in Canada. Therefore, the annual change in final demand in the United States is \$1 million because dollars are flowing in from outside the United States and are therefore “new” dollars in the economy.

This change in final demand translates into the first round of buying and selling that occurs in an economy. For example, the widget manufacturer must buy its inputs of production (electricity, steel, etc.), must lease or purchase property and pay its workers. This first round is commonly referred to as the “Direct Effects” of the change in final demand and is the basis of additional rounds of buying and selling described below.

To continue this example, the widget manufacturer’s vendors (the supplier of electricity and the supplier of steel) will enjoy additional output (i.e. sales) that will sustain their businesses and cause them to make additional purchases in the economy. The steel producer will need more pig iron and the electric company will purchase additional power from generation entities. In this second round, some of those additional purchases will be made in the US economy and some will “leak out”. What remains will cause a third round (with leakage) and a fourth (and so on) in ever-diminishing rounds of industry-to-industry purchases. Finally, the widget manufacturer has employees who will naturally spend their wages. Again, those wages spent will either be for local goods and services or will “leak” out of the economy. The purchases of local goods and services will then stimulate other local economic activity. Together, these effects are referred to as the “Indirect Effects” of the change in final demand.

Therefore, the total economic impact resulting from the new widget manufacturer is the initial \$1 million of new money (i.e. Direct Effects) flowing in the US economy, plus the Indirect Effects. The ratio of Total Effects to Direct Effects is called the “multiplier effect” and is often reported as a dollar-of-impact per dollar-of-change. Therefore, a multiplier of 2.4 means that for every dollar (\$1) of change in final demand, an additional \$1.40 of indirect economic activity occurs for a total of \$2.40.

Key information for the reader to retain is that this type of analysis requires rigorous and careful consideration of the geography selected (i.e. how the “local economy” is defined) and the implications of the geography on the computation of the change in final demand. If this analysis wanted to consider the impact of the widget manufacturer on the entire North American continent, it would have to conclude that the change in final demand is zero and therefore the economic impact is zero. This is because the \$1 million of widgets being purchased by Canadians is not causing total North American demand to increase by \$1 million. Presumably, those Canadian purchasers will have \$1 million less to spend on other items and the effects of additional widget production will be cancelled out by a commensurate reduction in the purchases of other goods and services.

Changes in final demand, and therefore Direct Effects, can occur in a number of circumstances. The above example is easiest to understand: the effect of a manufacturer producing locally but selling globally. If, however, 100% of domestic demand for a good is being met by foreign suppliers (say, DVD players being imported into the US from Korea and Japan), locating a manufacturer of DVD players in the US will cause a change in final demand because all of those dollars currently leaving the US economy will instead remain. A situation can be envisioned whereby a producer is serving both local and foreign demand, and an impact analysis would have to be careful in calculating how many “new” dollars the producer would be causing to occur domestically.

ATTACHMENT B: FINANCIAL BENCHMARK DEFINITIONS

Internal Rate of Return (IRR): The return on an investment, calculated as the rate that reconciles the beginning value (or initial investment) with intermediate cashflows and the ending value. IRR assumes that all cashflows are reinvested in the project at the same rate of return. The rate of return is constant for the entire period being measured. (Source: RealtyRates.com)

Modified Internal Rate of Return (MIRR): Similar to the IRR, the MIRR is calculated as the rate that reconciles beginning value, ending value, and intermediate cashflows, producing a single rate of return for the entire period measured. Unlike the IRR, the MIRR assumes the intermediate cashflows are withdrawn and invested at some other rate (for example a US Treasury security) by the investor. This is considered a more accurate measure, since it recognizes that intermediate cashflows occur over time and do not actually earn the same rate of return as the initial investment. This reflects the actual market risk associated with intermediate cashflows. (Source: RealtyRates.com)

Equity Dividend Rate: This is calculated as the rate of return on the equity component of a project. It is calculated as follows: (Source: RealtyRates.com)

$$\text{Equity Dividend} / \text{Equity Investment} = \text{Equity Dividend Rate},$$

where $\text{Equity Dividend} = \text{Net Operating Income} - \text{Debt Service}.$

An Annual Equity Dividend Rate is calculated for each year's NOI. Camoin 310 also calculates average Equity Dividend Ratios at the end of 10- 15- and 20-year investment periods.

Debt Service Coverage Ratio (DSCR): The ratio of annual debt repayment, including principal and interest, to total Net Operating Income (NOI). (Source: RealtyRates.com)

Net Operating Income (NOI): Income net of all operating costs including vacancy and collection loss but not including debt service. Appraisers also typically expense reserves for repairs and replacements. However, because reserves are not usually reported along with other transaction data, RealtyRates.com tracks lender requirements but does not include them in calculations. (Source: RealtyRates.com)

Overall Capitalization Rate (OAR): Ratio of Net Operating Income to property value or sales price. (Source: RealtyRates.com)

$$\text{OAR} = \text{NOI} / \text{Property value or sales price}$$

Note: To derive a future sales price, Camoin 310 divides NOI by a Capitalization Rate using either a market benchmark for OAR or a client- or Developer-provided rate. This “reverses” the OAR equation to calculate a sales price based on investment return requirements for market conditions.

ATTACHMENT C: ESTIMATING FUTURE TAXES

Camoin 310 recognizes that the best estimate of future market and assessed value for a project after completion, and therefore future taxes, is provided by the municipality's Assessor. When such an estimate cannot be obtained, we apply a valuation methodology commonly used by real estate professionals.

Steps to estimate future market value:

1. Use a pro forma cashflow analysis to calculate annual Net Operating Income (NOI) before taxes. This analysis is provided by a project applicant and is reviewed by Camoin 310. The first year of full operations is selected as the cashflow year for calculation.
2. Identify a Capitalization Rate (CapRate, defined in Attachment C) from market benchmarks such as RealtyRates, or provided by the Applicant and confirmed to be within range of the benchmarks. The CapRate is a measure of the return on investment desired for the risk of the project.
3. The market value, or sale value, of the project is calculated by dividing the pre-tax NOI by the CapRate. For example:
 - a. $\text{NOI} = \$1,000,000$
 - b. $\text{CapRate} = 6\%$
 - c. Full market value (FMV) is $\$1,000,000 \div 6\% = \$16,666,667$.
4. At the recommendation of the Assessor for the City of Yonkers, future taxes on a housing project in the city are estimated by multiplying the FMV by 2.5%. For the example project, that would be \$416,667, which is then escalated by 2% per year.



Leading action to grow your economy

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CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

POINT AND RAVINE, LLC

TAX AGREEMENT

Date:

June 30, 2021

Affected Tax Jurisdictions:

Westchester County

City of Yonkers

Street Address and Tax Map Nos.:

56 Ravine Avenue (Section 2, Block 2115, Lot 5)
58 Ravine Avenue (Section 2, Block 2115, Lot 6)
60 Ravine Avenue (Section 2, Block 2115, Lot 7)
63 Ravine Avenue (Section 2, Block 2114, Lot 45)
64 Ravine Avenue (Section 2, Block 2115, Lot 8)
66 Ravine Avenue (Section 2, Block 2115, Lot 10)
67 Ravine Avenue (Section 2, Block 2114, Lot 43)
68 Ravine Avenue (Section 2, Block 2115, Lot 11)
69 Ravine Avenue (Section 2, Block 2114, Lot 42)
81 Ravine Avenue (Section 2, Block 2114, Lot 38)
83 Ravine Avenue (Section 2, Block 2114, Lot 37)
70 Ravine Avenue (Section 2, Block 2115, Lot 12)
72 Ravine Avenue (Section 2, Block 2115, Lot 13)
74 Ravine Avenue (Section 2, Block 2115, Lot 14)
78 Ravine Avenue (Section 2, Block 2115, Lot 16)
80 Ravine Avenue (Section 2, Block 2115, Lot 17)
85 Ravine Avenue (Section 2, Block 2114, Lot 36)
50 Point Street (Section 2, Block 2115, Lot 24)
60 Point Street (Section 2, Block 2114, Lot 20.35)
76 Point Street (Section 2, Block 2114, Lot 17)
City of Yonkers, County of Westchester, State of New York

TAX AGREEMENT

THIS TAX AGREEMENT (the “Agreement”), dated as of June 30, 2021, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the “Agency”) and **POINT AND RAVINE, LLC**, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 1000 University Avenue, Suite 500, Rochester, New York 14607 (the “Company”).

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application dated August 4, 2020, as amended on March 23, 2021 (the “Application”) to the Agency requesting the Agency's assistance with respect to a certain project (the “Project”) consisting of: (i) the acquisition of certain land located at (x) 56 Ravine Avenue (Section 2, Block 2115, Lot 5); 58 Ravine Avenue (Section 2, Block 2115, Lot 6); 60 Ravine Avenue (Section 2, Block 2115, Lot 7); 63 Ravine Avenue (Section 2, Block 2114, Lot 45); 64 Ravine Avenue (Section 2, Block 2115, Lot 8); 66 Ravine Avenue (Section 2, Block 2115, Lot 10); 67 Ravine Avenue (Section 2, Block 2114, Lot 43); 68 Ravine Avenue (Section 2, Block 2115, Lot 11); 69 Ravine Avenue (Section 2, Block 2114, Lot 42); 83 Ravine Avenue (Section 2, Block 2114, Lot 37); 70 Ravine Avenue (Section 2, Block 2115, Lot 12); 72 Ravine Avenue (Section 2, Block 2115, Lot 13); 74 Ravine Avenue (Section 2, Block 2115, Lot 14); 78 Ravine Avenue (Section 2, Block 2115, Lot 16); 80 Ravine Avenue (Section 2, Block 2115, Lot 17); 85 Ravine Avenue (Section 2, Block 2114, Lot 36); 50 Point Street (Section 2, Block 2115, Lot 24) (the “City Lots”) and (y) 81 Ravine Avenue (Section 2, Block 2114, Lot 38), 60 Point Street (Section 2, Block 2114, Lot 20.35), and 76 Point Street (Section 2, Block 2114, Lot 17) (the “Private Lots”, which together with the City Lots are collectively, the “Land”); (ii) the demolition of existing structures on the Land; (iii) construction of a mid-rise building with approximately 120 income restricted one and two bedroom affordable housing rental units on a portion of the Land (the “Midrise”); (iv) construction of approximately 26 units of income restricted affordable housing rental townhome-style apartments over flats on a portion of the Land (the “Townhomes and Flats”, which together with the Midrise are the “Improvements”); (v) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the “Equipment”, which together with the Land and Improvements are the “Facility”); and

WHEREAS, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Facility pursuant to a certain lease agreement, dated as of June 30, 2021 (the “Company Lease Agreement”), by and between the Company, as lessor, and the Agency; as lessee; and

WHEREAS, the Agency will lease its interest in the Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of June 30, 2021 (the “Leaseback Agreement”; and, together with the Company Lease Agreement, the “Lease Agreements”), by and between the Agency, as sublessor, and the Company, as sublessee; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (collectively, the “Affected Tax Jurisdictions”); and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2021** (the “Taxable Status Date”) of New York State Form RP-412-a Application For Real Property Tax Exemption (the “Exemption Application”) under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing “Real Estate Taxes” means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a “project” under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or

cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

The Company shall submit with each Tax Payment a certificate executed by the Company's managing member together with any applicable audit or other financial statements showing the Company's gross rental income at the Facility for the prior year (the "Tax Certificate"). The Company hereby agrees to provide any additional information requested by the Agency or its counsel not contained in the Tax Certificate as of its date of submission. The Company covenants to keep accurate records and books of account in accordance with generally accepted accounting principles consistently applied and to have its financial statements examined annually by an independent public accountant. At the request of the Agency or its counsel, the Company will provide the Agency with any such audited financial statements.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 ("Payment Date") of each year beginning on September 1, 2022 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on **Schedule A** (the "Tax Payments") for the periods described in Section 1.3.

The Agency acknowledges that the Company may not be in a position to calculate the Tax Payment then due on or before the Payment Date of each year. Therefore, notwithstanding any provision to the contrary, the Company shall submit, at a minimum, the amount set forth in the "Net Annual Amounts Payable" on **Schedule A** (the "Net Annual Amounts Payable"), each Payment Date (for the benefit of the Affected Tax Jurisdictions). In the event that the Tax Payment is more than the Net Annual Amounts Payable, the Company shall pay the difference between the Tax Payment and Net Annual Amounts Payable upon demand on or before April 1 of each year. For example, in Tax Agreement Year 11 (City 2032-2033, County 2033), the Net Annual Amounts Payable is \$233,804. The Company shall pay to the Agency \$233,804 on or before September 1, 2032. In the event the Tax Payment for Tax Agreement Year 11 is \$250,000, the Company shall pay to the Agency the difference, or \$16,196 on or before April 1, 2033.

All Tax Payments shall be mailed to the Agency at: City of Yonkers Industrial Development Agency (Attn: Executive Director), 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments or real estate taxes for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any tax payments or real estate taxes paid or to be paid for periods prior to the periods described in Section 1.3. Any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving the Special Charges. Notwithstanding the foregoing or any provision to the contrary, the right of the Company to institute a grievance with respect to Real Estate Taxes shall be strictly limited by the terms of this Agreement; and any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges. Notwithstanding any provision to the contrary, the Tax Payments as set forth in **Schedule A** shall not be contested, grieved, or refuted during and for the term of this Agreement and the Company shall not seek a refund of any Tax Payments paid or to be paid.

(iii) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

(iv) Notwithstanding anything to the contrary, in no event shall the Tax Payments in a given year exceed the amount that the Company would have paid in real property taxes for such year if the Agency were not in title, no exemption was available and the property were on the non-exempt side of the tax roll.

1.2 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established. If a lesser Tax

Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.3 Period of Benefits. The tax benefits provided for herein shall be deemed to include: (i) the 2023 County tax year through the 2054 County tax year and (ii) the 2022-2023 City tax year through the 2053-2054 City tax year. **This Tax Agreement shall expire on December 31, 2054** (with the understanding that the Company will be making a payment hereunder for 2055 County tax year and the 2054-2055 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage fees ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to

Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, any Lender (as defined in the Leaseback Agreement dated the date hereof), and/or the Company's investor member, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such Section 9.13 of the Leaseback Agreement, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed, provided however, in the event of a foreclosure by a Lender (as defined in the Leaseback Agreement) or the acceptance by a Lender of a deed in lieu of foreclosure, this Agreement shall remain in full force and effect, provided that all Tax Payments are being made and there are no arrears due to the Agency, for eighteen (18) months following (i) commencement of such foreclosure, or (ii) acceptance of a deed in lieu of foreclosure, whichever is earlier, which period may be extended upon request by the Lender in the reasonable discretion of the Agency.

Section VIII – Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency:

City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: Executive Director

With Copies To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Shawn M. Griffin, Esq.

To the Company:

Point and Ravine, LLC
c/o Conifer Realty, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attention: Lisa M. Kaseman, Regional Vice President

With a Copy To:

Conifer Realty, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attention: Susan Jennings, General Counsel

To the Lender:

New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: President, Finance & Development and
Attention: Senior Vice President and Counsel

With a Copy To:

Bank of America, N.A.
MA1-225-02-02
225 Franklin Street
Boston, MA 02110
Attention: Jill Amero, Tax Credit Asset Management (Point and Ravine)

And:

Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
Attention: Sara C. Heskett, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent (except the Company), servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents (except the Company), servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Name: Marlyn Anderson

Title: Secretary

POINT AND RAVINE, LLC

By: Point and Ravine Managing
Member, LLC

By: Conifer Realty, LLC

By: _____

Name: Lisa M. Kaseman

Title: Regional Vice President

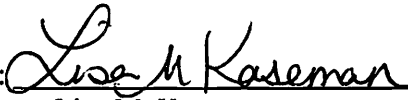
[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Marlyn Anderson
Title: Secretary

POINT AND RAVINE, LLC
By: Point and Ravine Managing
Member, LLC
By: Conifer Realty, LLC

By:  _____
Name: Lisa M. Kaseman
Title: Regional Vice President

SCHEDULE A
to
Tax Agreement
Dated as of June 30, 2021
by and between
City of Yonkers Industrial Development Agency
and Point and Ravine, LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, “Tax Payments” shall mean an amount per annum equal to the following amounts for the period designated:

City Tax Year	County Tax Year	Tax Agreement Year	Tax Payments	Net Annual Amounts Payable
2022-2023	2023	1	Land Tax	\$58,000
2023-2024	2024	2	Land Tax	\$59,160
2024-2025	2025	3	8% Shelter Rent	\$188,382
2025-2026	2026	4	8% Shelter Rent	\$192,080
2026-2027	2027	5	8% Shelter Rent	\$195,849
2027-2028	2028	6	8.5% Shelter Rent	\$212,172
2028-2029	2029	7	8.5% Shelter Rent	\$216,334
2029-2030	2030	8	8.5% Shelter Rent	\$220,576
2030-2031	2034	9	8.5% Shelter Rent	\$224,901
2031-2032	2032	10	8.5% Shelter Rent	\$229,310
2032-2033	2033	11	8.5% Shelter Rent	\$233,804
2033-2034	2034	12	9.5% Shelter Rent	\$266,431
2034-2035	2035	13	9.5% Shelter Rent	\$271,650
2035-2036	2036	14	9.5% Shelter Rent	\$276,971
2036-2037	2037	15	9.5% Shelter Rent	\$282,395
2037-2038	2038	16	10% Shelter Rent	\$303,077

2038-2039	2039	17	10% Shelter Rent	\$309,010
2039-2040	2040	18	10% Shelter Rent	\$315,057
2040-2041	2041	19	10% Shelter Rent	\$321,221
2041-2042	2042	20	10% Shelter Rent	\$327,504
2042-2043	2043	21	11% Shelter Rent	\$367,300
2043-2044	2044	22	11% Shelter Rent	\$374,481
2044-2045	2045	23	11% Shelter Rent	\$381,801
2045-2046	2046	24	11% Shelter Rent	\$389,262
2046-2047	2047	25	11% Shelter Rent	\$396,867
2047-2048	2048	26	12% Shelter Rent	\$441,403
2048-2049	2049	27	12% Shelter Rent	\$450,023
2049-2050	2050	28	12% Shelter Rent	\$458,809
2050-2051	2051	29	12% Shelter Rent	\$467,764
2051-2052	2052	30	12% Shelter Rent	\$476,891
2052-2053	2053	31	12% Shelter Rent	\$486,215
2053-2054	2054	32	12% Shelter Rent	\$495,720

- Land Tax shall mean Full Taxes assuming unimproved land at the Facility.
- The term "*Shelter Rent*" shall mean total rents from the occupants of the Facility (paid directly or indirectly on their behalf from all sources) minus the cost of providing electricity, gas, heat and Other Utilities (defined below). Total rents shall include subsidies from the federal government, the state or a municipality on behalf of the Facility's occupants, but do not include interest reduction payments, if any, received under Section 201(a) of the Federal Housing and Urban Development Act of 1968. The term "*Other Utilities*" shall comprise only essential utilities paid by the Company from rent revenues which are necessary to allow Facility tenants to occupy comfortable and sanitary units and *shall not* include: (i) the cost of any insurance in connection with the Facility or (ii) any utility or related costs incurred by any tenants or other occupants residing at the Facility.

- The Agency interest in the Facility shall expire on **December 31, 2054**. The Company shall pay the 2055 County tax bill and the 2054-2055 City tax bill and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.
- Does NOT include Special District Charges - City will send separate bill.
- The Net Annual Amounts Payable sums are estimated.

EXHIBIT B

NYS FORM ST-60, "IDA PROJECT OPERATOR OR AGENT"

[See Attached Page]



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only**IDA information**

Name of IDA City of Yonkers IDA			IDA project number (use OSC numbering system for projects after 1998) 5507-20-01A
Street address 470 Nepperhan Avenue, Suite 200			Telephone number (914) 509-8651
City Yonkers	State NY	ZIP code 10701	Email address (optional) N/A

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: N/A <input type="checkbox"/>	Employer identification or Social Security number
Street address		Telephone number ()	Primary operator or agent? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
City	State	ZIP code	Email address (optional) N/A

Project information

Name of project Point and Ravine LLC Project		*and any lands located in the City of Yonkers and occupied by license or easement during construction or improved by third parties for the benefit of the Project	
Street address of project site 56, 58, 60, 63, 64, 66, 67, 68, 69, 81, 83, 70, 72, 74, 78, 80 and 85 Ravine Avenue; and 50, 60 and 76 Point Street			
City Yonkers	State NY	ZIP code 10701	Email address (optional) N/A
Purpose of project The Project consists of (i) the demolition of existing structures; (ii) the construction of a mid-rise building with approx. 120 income-restricted one- and two-bedroom affordable housing rental units targeted to both senior and family housing; (iii) the construction of approx. 26 units of income restricted affordable housing rental townhome-style apartments over flats.			

Description of goods and services intended to be exempted from New York State and local sales and use taxes Goods and services, inclusive of fuel and utilities, whether the goods and services are purchased or rented, and notwithstanding that they continue to constitute personal property or the item is used after the completion of the Project, or the item is geographically located outside the legal boundaries of the Project Facility; provided there is a reasonable basis to acquire the item to benefit the Project.		
Date project operator or agent appointed (mmddyy)	Date project operator or agent status ends (mmddyy) 123123	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$		Estimated value of New York State and local sales and use tax exemption provided: \$

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Marlyn Anderson		Print title Secretary	
Signature 		Date 06-30-2021	Telephone number (914) 509-8651

EXHIBIT C-1

**NYS FORM ST-123,
"IDA AGENT OR PROJECT OPERATOR EXEMPT PURCHASE CERTIFICATE"
FOR USE BY THE COMPANY**

[See Attached Page]

**IDA Agent or Project Operator
Exempt Purchase Certificate****Effective for projects beginning on or after June 1, 2014****ST-123**
(7/14)

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller	Name of agent or project operator Point and Ravine, LLC		
Street address	Street address 1000 University Avenue, Suite 500		
City, town, or village	City, town, or village	State	ZIP code
	Rochester	NY	10607
Agent or project operator sales tax ID number (see instructions)			

Mark an **X** in one: ☐ Single-purchase certificate ☒ Blanket-purchase certificate (valid only for the project listed below)**To the seller:**

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA City of Yonkers IDA		
Name of project Point and Ravine, LLC Project	IDA project number (use OSC number) 5507-21-01A	
Street address of project site 56, 58, 60, 63, 64, 66, 67, 68, 69, 81, 83, 70, 72, 74, 78, 80 and 85 Ravine Avenue; and 50, 60 and 76 Point Street*		
City, town, or village Yonkers	State NY	ZIP code 10701
Enter the date that you were appointed agent or project operator (mm/dd/yy) 06 / 30 / 21	Enter the date that agent or project operator status ends (mm/dd/yy) 12 / 31 / 23	

Exempt purchases(Mark an **X** in boxes that apply)***and any lands located in the City of Yonkers and occupied by license or easement during construction or improved by third parties for the benefit of the Project**

- ☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- ☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- ☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter **N/A**.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center:

(518) 485-2889

To order forms and publications:

(518) 457-5431



Text Telephone (TTY) Hotline

(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082

EXHIBIT C-2

**NYS FORM ST-123,
"IDA AGENT OR PROJECT OPERATOR EXEMPT PURCHASE CERTIFICATE"
FOR USE BY SUBAGENTS OF THE COMPANY**

[See Attached Page]

**IDA Agent or Project Operator
Exempt Purchase Certificate****Effective for projects beginning on or after June 1, 2014****ST-123**
(7/14)

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village State ZIP code	City, town, or village State ZIP code
Agent or project operator sales tax ID number (see instructions)	

Mark an **X** in one: ☐ Single-purchase certificate ☒ Blanket-purchase certificate (valid only for the project listed below)**To the seller:**

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA City of Yonkers IDA		
Name of project Point and Ravine, LLC Project	IDA project number (use OSC number) 5507-21-01A	
Street address of project site 56, 58, 60, 63, 64, 66, 67, 68, 69, 81, 83, 70, 72, 74, 78, 80 and 85 Ravine Avenue; and 50, 60 and 76 Point Street [±]		
City, town, or village Yonkers	State NY	ZIP code 10701
Enter the date that you were appointed agent or project operator (mm/dd/yy)	/	/
Enter the date that agent or project operator status ends (mm/dd/yy)		12 / 31 / 23

Exempt purchases(Mark an **X** in boxes that apply)***and any lands located in the City of Yonkers and occupied by license or easement during construction or improved by third parties for the benefit of the Project**

- ☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- ☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- ☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter **N/A**.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
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Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center:

(518) 485-2889

To order forms and publications:

(518) 457-5431



Text Telephone (TTY) Hotline

(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082

EXHIBIT C-3

INVOICE RIDER FORM

I, _____, the _____ of _____ certify that I am a duly appointed agent of the CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY (the “Agency”) and that I am purchasing the tangible personal property or services for use in the following Agency Project and that such purchases qualify as exempt from sales and use taxes under Project Agreement, dated as of June 30, 2021, by and between the Agency and Point and Ravine, LLC.

Name of the Project: Point and Ravine LLC Project

Street address of the Project Site: 56 Ravine Avenue (Section 2, Block 2115, Lot 5); 58 Ravine Avenue (Section 2, Block 2115, Lot 6); 60 Ravine Avenue (Section 2, Block 2115, Lot 7); 63 Ravine Avenue (Section 2, Block 2114, Lot 45); 64 Ravine Avenue (Section 2, Block 2115, Lot 8); 66 Ravine Avenue (Section 2, Block 2115, Lot 10); 67 Ravine Avenue (Section 2, Block 2114, Lot 43); 68 Ravine Avenue (Section 2, Block 2115, Lot 11); 69 Ravine Avenue (Section 2, Block 2114, Lot 42); 83 Ravine Avenue (Section 2, Block 2114, Lot 37); 70 Ravine Avenue (Section 2, Block 2115, Lot 12); 72 Ravine Avenue (Section 2, Block 2115, Lot 13); 74 Ravine Avenue (Section 2, Block 2115, Lot 14); 78 Ravine Avenue (Section 2, Block 2115, Lot 16); 80 Ravine Avenue (Section 2, Block 2115, Lot 17); 85 Ravine Avenue (Section 2, Block 2114, Lot 36); 50 Point Street (Section 2, Block 2115, Lot 24); 81 Ravine Avenue (Section 2, Block 2114, Lot 38); 60 Point Street (Section 2, Block 2114, Lot 20.35); and 76 Point Street (Section 2, Block 2114, Lot 17) and any lands located in the City of Yonkers, New York, and occupied by license or easement during construction or improved by third parties for the benefit of the Project, City of Yonkers, New York

IDA OSC project number: 5507-21-01A

EXHIBIT D

**NYS ST-340, "ANNUAL REPORT OF SALES AND USE TAX EXEMPTIONS
CLAIMED BY AGENT/PROJECT OPERATOR OF INDUSTRIAL DEVELOPMENT
AGENCY/AUTHORITY (IDA)"**

[See Attached Page]



Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

ST-340
(1/18)

For period ending December 31, _____ (enter year)

Project information

Name of IDA agent/project operator Point and Ravine, LLC		Employer identification number (EIN) 84-5170910	
Street address 1000 University Avenue, Suite 500		Telephone number (585) 324-0500	
City Rochester		State NY	ZIP code 14607
Name of IDA City of Yonkers IDA	Name of project Point and Ravine, LLC Project		IDA project number 5507-21-01A
Street address of project site 56, 58, 60, 63, 64, 66, 67, 68, 69, 81, 83, 70, 72, 74, 78, 80 and 85 Ravine Avenue; and 50, 60 and 76 Point Street^(*)			
City Yonkers		State NY	ZIP code 10701
Date project began 063021		Completion date of project 123123 Actual <input type="checkbox"/> Expected <input checked="" type="checkbox"/>	
Total sales and use tax exemptions (actual tax savings; not total purchases)			\$

Representative information (not required)

Authorized representative, if any	Title
Street address	Telephone number ()
City	State ZIP code

Certification

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.		
Print name of officer, employee, or authorized representative		Title of person signing
Signature		Date

If you do not annually file a complete report, **we may remove** your authority to act as an IDA agent/project operator.

Mail completed report to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866***** and any lands located in the City of Yonkers and occupied by license or easement during construction or improved by third parties for the benefit of the Project**If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Instructions

General information

Who must file

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person **directly** appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operators should **not** themselves file Form ST-340. However, the agent/project operators must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What you must report

The report must show the **total value** of all state and local **sales and use taxes exempted** during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you) obtained; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

Include only the **total combined** exemptions obtained by the above people. A breakdown of the total is not required. However, since the report must include the value of the exemptions they obtained, you must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available, so that you can comply with the annual reporting requirements.

Do not include on this report the amount of any sales and use tax exemptions from other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

When the report is due

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator: Enter your name, address, employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and address of the IDA. If more than one IDA is involved in a particular project, you must file a separate report for the tax exemptions attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address of the project site. If you are involved in more than one project, you

must file a separate report for each project, even if authorized by the same IDA.

Date project began: Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Completion date of project: Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended, or the date the project is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Total sales and use tax exemptions: Enter the total amount of New York State and local sales and use taxes exempted during the reporting period as a result of the project's receipt of IDA financial assistance (*if none, enter 0*). This includes exemptions obtained at the time of purchase, as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do **not** enter total purchases.

Representative information

If applicable, enter the name, address, title (for example, attorney or accountant), and telephone number of the individual you authorize to submit this report. This section is not required.

Certification

Enter the name and title of the person signing on your behalf (for example, the IDA agent/project operator's officer, employee, or other authorized representative). Your officer, employee, or authorized representative must sign and date the report.

Mail completed report to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866**

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Need help?



Visit our website at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

EXHIBIT E

FORM OF ANNUAL EMPLOYMENT AND FINANCIAL ASSISTANCE CERTIFICATION LETTER

Company name and address: Point and Ravine, LLC
 c/o Conifer Realty, LLC
 1000 University Avenue, Suite 500
 Rochester, New York 14607
 Attention: Patti Denny, Vice President

Project Name: **POINT AND RAVINE PROJECT**

Job Information

Current number of full-time equivalent employees (“FTE”) retained at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

Category	FTE	Average Salary and Fringe Benefits or Ranges
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

Current number of full-time equivalent employees (“FTE”) created at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

Category	FTE	Average Salary and Fringe Benefits or Ranges
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created, an internal payroll report verifying the total

jobs by employment category as outlined above at the location is required with this submission.

Financing Information

Has the Agency provided project financing assistance (generally through issuance of a bond or note)

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued \$ _____
- Outstanding principal balance of such bond or note
as of December 31 \$ _____
- Outstanding principal balance of such bond or note
as of December 31 \$ _____

Final maturity date of the bond or note _____

Sales Tax Abatement Information

Did your Company or any appointed subagents receive Sales Tax Abatement for your Project During the prior year?

Yes No

If so, please provide the amount of sales tax savings received by the Company and all appointed subagents

\$ _____

(Attach copies of all ST-340 sales tax reports that were submitted to New York State by the Company and all subagents for the reporting period. Please also attached all ST-60's filed for subagents for the reporting period)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during the prior year?

Yes No

(note this would only be applicable to the year that a mortgage was placed upon the Project, so if the Agency did not close a mortgage with you during the reporting period, the answer should be no)

The amount of the mortgage recording tax that was exempted during the reporting period:

\$ _____

PILOT INFORMATION:

County Real Property Tax without PILOT	\$ _____
City/Town Property Tax without PILOT	\$ _____
School Property Tax without PILOT	\$ _____
TOTAL PROPERTY TAXES WITHOUT PILOT	\$ _____

Total PILOT Payments made for reporting period: \$ _____

Whether paid separately or lump sum to Agency for distribution, please provide break down of allocation of PILOT Payment to individual taxing jurisdictions:

County PILOT	\$ _____
City/Town PILOT	\$ _____
Village PILOT	\$ _____
School PILOT	\$ _____
TOTAL PILOTS	\$ _____

Net Exemptions \$ _____
(subtract Total PILOTS from TOTAL property taxes without PILOT)

I certify that to the best of my knowledge and belief all of the information on this form is correct. I further certify that the salary and fringe benefit averages or ranges for the categories of jobs retained and the jobs created that was provided in the Application for Financial Assistance is still accurate and if not, I hereby attach a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: _____

Name: _____

Title: _____
(authorized Company representative)

Date: _____

EXHIBIT G-1

**NYS FORM FT-123,
"IDA AGENT OR PROJECT OPERATOR EXEMPT PURCHASE CERTIFICATE
(FUEL)"**

FOR USE BY COMPANY

[See Attached Page]

**IDA Agent or Project Operator
Exempt Purchase Certificate for Fuel**

This certificate is not valid unless all entries have been completed.

To be completed by the purchaser and given to the seller.

Name of seller	Name of agent or project operator Point and Ravine, LLC		
Street address	Street address 1000 University Avenue, Suite 500		
City, town, or village	City, town, or village	State	ZIP code
	Rochester	NY	14607
Agent or project operator sales tax ID number (see instructions)			

Mark an **X** in one: ☐ Single-purchase certificate ☒ Blanket-purchase certificate (valid only for the project listed below)**To the seller:**

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

***and any lands located in the City of Yonkers and occupied by
license or easement during construction or improved by third parties for
the benefit of the Project**

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the fuel for use in the following IDA project and that such purchases qualify as exempt from excise taxes and sales and use taxes under my agreement with the IDA.

Name of IDA City of Yonkers IDA		
Name of project Point and Ravine, LLC Project	IDA project number (use OSC number) 5507-21-01A	
Street address of project site 56, 58, 60, 63, 64, 66, 67, 68, 69, 81, 83, 70, 72, 74, 78, 80 and 85 Ravine Avenue; and 50, 60 and 76 Point Street*		
City, town, or village Yonkers	State NY	ZIP code 10701
Enter the date that you were appointed agent or project operator (mm/dd/yy) 06 / 30 / 21	Enter the date that agent or project operator status ends (mm/dd/yy) 12 / 31 / 23	

Exempt purchases – Only fuel or residual petroleum product used to **complete** the project may be purchased by IDA agents or project operators exempt from the fuel excise tax, petroleum business tax, and sales and use tax. Fuel or residual petroleum product used to **operate** a business after the project is completed does not qualify for this exemption (see instructions).Mark an **X** in boxes that apply:

- | | |
|--|--|
| <input type="checkbox"/> A. Motor fuel | <input type="checkbox"/> C. Non-highway diesel motor fuel |
| <input type="checkbox"/> B. Highway diesel motor fuel | <input type="checkbox"/> D. Residual petroleum product |

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that excise taxes and state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form FT-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from excise taxes and sales and use tax as described in the IDA contract.

You may use Form FT-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number – If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter **N/A**.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases. However, IDAs do not normally make direct purchases for projects. Commonly, an IDA instead appoints a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax. Purchases made by an agent or project operator to operate a business after the project is completed are subject to tax.

Example: *An IDA agreement with its agent, Contractor X, states that Contractor X may make all purchases of materials and equipment necessary for completion of the project as agent for the IDA.*

Contractor X purchases non-highway diesel motor fuel for use in construction equipment that will be used to prepare the site for construction. Since the fuel is being used to complete the project, Contractor X may purchase the fuel exempt from taxes.

When the project is completed, Contractor X purchases motor fuel and highway diesel motor fuel for use in snowplows and other maintenance vehicles used to maintain the parking lots for the business. Contractor X may not purchase this fuel exempt from tax because it is being used to operate, not to complete, the project.

Exempt purchases

To qualify for exemption, the purchases must be made within the authority granted by the IDA and used to **complete** the project, but not to **operate** the completed project.

Box A – *Motor fuel* is gasoline, benzol, reformulated blend stock for oxygenate blending, conventional blend stock for oxygenate blending, E85, fuel grade ethanol that meets the ASTM International active standards specification D4806 or D4814, or other product which is suitable for use in the operation of a motor vehicle engine. If you are purchasing motor fuel exempt from tax, mark this box.

Box B – *Highway diesel motor fuel* is any diesel motor fuel that is **not** non-highway diesel motor fuel. If you are purchasing highway diesel motor fuel exempt from tax, mark this box.

Box C – *Non-highway diesel motor fuel* is any diesel motor fuel designated for use other than on a public highway, and is dyed diesel motor fuel. If you are purchasing non-highway diesel motor fuel exempt from tax, mark this box.

Diesel motor fuel is No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil, or other middle distillate, and also motor fuel suitable for operating a diesel engine. Diesel motor fuel does not include any product specifically designated "No. 4 diesel fuel."

Box D – *Residual petroleum product* means the topped crude of refinery operations, including No. 5 fuel oil, No. 6 fuel oil, bunker C, and the special grade of diesel product designated as No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. If you are purchasing residual petroleum product exempt from tax, mark this box.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center:

(518) 485-2889

To order forms and publications:

(518) 457-5431



Text Telephone (TTY) Hotline

(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082

EXHIBIT G-2

**NYS FORM FT-123,
"IDA AGENT OR PROJECT OPERATOR EXEMPT PURCHASE CERTIFICATE
(FUEL)"**

FOR USE BY SUBAGENTS OF COMPANY

[See Attached Page]

**IDA Agent or Project Operator
Exempt Purchase Certificate for Fuel**

This certificate is not valid unless all entries have been completed.

To be completed by the purchaser and given to the seller.

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village	City, town, or village
State	State
ZIP code	ZIP code
Agent or project operator sales tax ID number (see instructions)	

Mark an **X** in one: ☐ Single-purchase certificate ☒ Blanket-purchase certificate (valid only for the project listed below)**To the seller:**

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

*and any lands located in the City of Yonkers and occupied by
license or easement during construction or improved by third parties for
the benefit of the Project

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the fuel for use in the following IDA project and that such purchases qualify as exempt from excise taxes and sales and use taxes under my agreement with the IDA.

Name of IDA		
City of Yonkers IDA		
Name of project	IDA project number (use OSC number)	
Point and Ravine, LLC Project	5507-21-01A	
Street address of project site		
56, 58, 60, 63, 64, 66, 67, 68, 69, 81, 83, 70, 72, 74, 78, 80 and 85 Ravine Avenue; and 50, 60 and 76 Point Street*		
City, town, or village	State	ZIP code
Yonkers	NY	10701
Enter the date that you were appointed agent or project operator (mm/dd/yy)	/	/
Enter the date that agent or project operator status ends (mm/dd/yy)	12	31 / 23

Exempt purchases – Only fuel or residual petroleum product used to **complete** the project may be purchased by IDA agents or project operators exempt from the fuel excise tax, petroleum business tax, and sales and use tax. Fuel or residual petroleum product used to **operate** a business after the project is completed does not qualify for this exemption (see instructions).Mark an **X** in boxes that apply:

- | | |
|---|---|
| <input type="checkbox"/> A. Motor fuel | <input type="checkbox"/> C. Non-highway diesel motor fuel |
| <input type="checkbox"/> B. Highway diesel motor fuel | <input type="checkbox"/> D. Residual petroleum product |

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that excise taxes and state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

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- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from excise taxes and sales and use tax as described in the IDA contract.

You may use Form FT-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number – If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter **N/A**.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases. However, IDAs do not normally make direct purchases for projects. Commonly, an IDA instead appoints a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax. Purchases made by an agent or project operator to operate a business after the project is completed are subject to tax.

Example: *An IDA agreement with its agent, Contractor X, states that Contractor X may make all purchases of materials and equipment necessary for completion of the project as agent for the IDA.*

Contractor X purchases non-highway diesel motor fuel for use in construction equipment that will be used to prepare the site for construction. Since the fuel is being used to complete the project, Contractor X may purchase the fuel exempt from taxes.

When the project is completed, Contractor X purchases motor fuel and highway diesel motor fuel for use in snowplows and other maintenance vehicles used to maintain the parking lots for the business. Contractor X may not purchase this fuel exempt from tax because it is being used to operate, not to complete, the project.

Exempt purchases

To qualify for exemption, the purchases must be made within the authority granted by the IDA and used to **complete** the project, but not to **operate** the completed project.

Box A – *Motor fuel* is gasoline, benzol, reformulated blend stock for oxygenate blending, conventional blend stock for oxygenate blending, E85, fuel grade ethanol that meets the ASTM International active standards specification D4806 or D4814, or other product which is suitable for use in the operation of a motor vehicle engine. If you are purchasing motor fuel exempt from tax, mark this box.

Box B – *Highway diesel motor fuel* is any diesel motor fuel that is **not** non-highway diesel motor fuel. If you are purchasing highway diesel motor fuel exempt from tax, mark this box.

Box C – *Non-highway diesel motor fuel* is any diesel motor fuel designated for use other than on a public highway, and is dyed diesel motor fuel. If you are purchasing non-highway diesel motor fuel exempt from tax, mark this box.

Diesel motor fuel is No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil, or other middle distillate, and also motor fuel suitable for operating a diesel engine. Diesel motor fuel does not include any product specifically designated "No. 4 diesel fuel."

Box D – *Residual petroleum product* means the topped crude of refinery operations, including No. 5 fuel oil, No. 6 fuel oil, bunker C, and the special grade of diesel product designated as No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. If you are purchasing residual petroleum product exempt from tax, mark this box.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

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Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center:

(518) 485-2889

To order forms and publications:

(518) 457-5431



Text Telephone (TTY) Hotline

(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082