

I. Authority Administrative Fee Policy

The Auburn Industrial Development Authority (the "**Authority**") shall calculate Project administrative fees as follows:

For Projects with a Total Project Cost in excess of \$750,000:

- (i) Bond transactions shall incur a fee of 0.75% of the aggregate principal amount of the bonds issued with respect to the Project ("**Bond Fees**"). Legal fees shall be paid in addition to the Bond Fees and such other fees as is agreed to by the Authority Board on a case-by-case basis.
- (ii) Leaseback transactions shall incur a fee of 1% of the Total Project Costs ("**Leaseback Fees**"). Legal fees shall be paid in addition to the Leaseback Fees and such other fees as is agreed to by the Authority Board on a case-by-case basis.
- (iii) Due to the Authority's interest in promoting and contributing to public benefit, in the sole discretion of the Authority's Board, Leaseback Fees shall not exceed ten percent (10%) of the total benefit approved for the Project.

For Projects with a Total Project Cost between \$100,000 and \$750,000:

- (i) Application for Sales & Use Tax Exemption only shall incur a fee of \$500 and a flat rate legal fee of \$2,500.
- (ii) Application for exemption of Mortgage Recording Tax only shall incur a fee of \$500 and a flat rate legal fee of \$2,500.
- (iii) Application for both (i) and (ii) shall be a fee of \$1000 and a flat rate legal fee of \$3,000.

For purposes of this Policy, Total Project Costs shall be based upon the information in Article III, Section 9 of this Application for Financial Assistance.

II. Applicant Information

Company Name: **Indus Grant Avenue LLC**

Address 1: 950 Panorama Trail S.

Address 2:

City/State/ZIP: Rochester NY 14625

Contact Person: Jett Mehta Title: President/CEO

Contact 585-248-2440 Contact Fax:

Telephone:

Contact Email: jmehta@indushg.com

Attorney: Robert Brenner

Firm: Mahoney Brenner LLP

Phone: 585-598-1251

Email: rbrenner@mahoneybrenner.com

Accountant: Anthony Scinto

Firm: MMB & CO

Phone: 585-484-1255

Email: Ascinto@mmb-co.com

Business Type: Privately Held Corporation

If other, describe:

If a corporation, date of establishment? 9/11/2014

If a corporation, incorporated in NY
which state?

Principal Officers, Partners or Shareholders with 15% or greater interest in Applicant organization:

Name	Mailing Address	Telephone #	Percentage Ownership
Jett Mehta	950 Panorama Trail S. Rochester, NY 14625	585-248-2440	51
Hasit Mehta	950 Panorama Trail S. Rochester, NY 14625	585-248-2440	25

Attach additional sheets if necessary.

III. Project Information

1. Provide a narrative description of your project. Include major elements such as new construction, acquisition of existing building, acquisition of equipment, and proposed product lines. Also, indicate square feet by usage (e.g., office, laboratory, manufacturing), type construction, etc. In the case of pollution control project, also indicate the type of pollutants to be treated or removed and the type of process to be employed. *Attach additional sheets if necessary.*

Indus Hospitality Group (IHG) plans to demolish older, existing, residential homes to develop and construct a new, 4-story, 89-room, extended stay business class hotel.

2. Location of project:

- a. Address, including the City, Town, or Village:

Street Address: 132, 134 & 138 Grant Avenue

City/State/ZIP: Auburn, NY 13021

Tax Map ID (if available): 109.79-1-36; 109.79-1-35

Zoning of Project Site: Highway Commercial District

Zoning Change Needed?: No

- b. Attach map showing the general location of the project.
 - c. If this project will result in closing or relocating from an existing facility, is the move necessary in order to remain competitive? No
 - d. Describe existing improvements, if any: Existing, vacant houses will be demolished for the project.
3. Project User:
- a. Will the Applicant be the User of the facility that is the subject of the proposed Project?
Yes
 - b. If no, please submit the following information about the user:
 Company Name:
 Address 1:
 Address 2:
 City/State/ZIP:
 Contact Person: Title:
 Contact Contact
 Telephone: Fax:
 Contact Email:
-
- Business Type: Select One
- If other, describe:
- If a corporation, date of establishment?
- If a corporation, incorporated in which state?
- c. Select the type of operations of all end users at the project site (check all that apply):
 - ☐ Industrial
 - ☐ Warehousing
 - ☐ Back Office
 - ☐ Commercial
 - ☐ Retail
 - ☐ Housing
 - ☐ Mixed Use
 - ☐ Facility for Aging
 - ☐ Civic Facility
 - ☒ Other Hotel
 - d. Does the Project include facilities or property that are used in making retail sales of goods or services to customers who personally visit such facilities? Yes

- If yes, what percentage of the cost of the Project will be expended on such facilities or property used in making retail sales of goods or services to customers who personally visit such facilities? 100
- If more than 33.33%, please check all that apply from the following list:
 - ☐ The Project will be operated by a not-for-profit corporation.
 - ☒ The Project is likely to attract a significant number of visitors from outside of the economic development region (defined as the counties of Cayuga, Onondaga, Madison, Cortland, and Oswego).
 - ☒ The Project occupant, if not for the proposed financial assistance from the Authority, would locate the Project and related jobs outside of New York State.
 - ☒ The predominant purpose of the Project is to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located due to a lack of accessible retail trade facilities offering such goods or services.
 - ☐ The Project will be located in an area designated as an Empire Zone pursuant to Article 18-B of the General Municipal Law.
 - ☐ The Project will be located in a census tract, or census tract contiguous thereto, which, according to the most recent census data has (a) a poverty rate of at least 20% or at least 20% of households receiving public assistance for the year in which the data relates, **and** (b) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates.

4. Utilities on Site:

- | | | |
|------------------------|-----------|---|
| a) Water Supply | Municipal | Describe source / supplier: City of Auburn |
| b) Sewer | Municipal | Describe other: |
| c) Electricity Utility | NYSEG | Describe other: |
| d) Gas Utility | NYSEG | Describe other: |

5. Attach copies of preliminary plans or sketches of proposed construction, site plans or floor plans of existing facility.

6. Who presently is legal owner of the project building or site described in # 2 above?

Catherine Guter & Michael McLaughlin

7. Is there an existing or proposed lease for the project? No. If yes, attach a copy of the lease.

8. Existing Facilities within New York State:

- a. Are other facilities owned, leased or used by the Owner or User (or any related entity/person) within the State? Yes
- b. If there are other facilities within the state, is it expected that any of these other facilities will close or be subject to reduced activity as a result of the proposed Project? No
- c. If yes, is the Project reasonably necessary to discourage the Owner or User from removing activities in the State to a location outside of the State? No If yes, please explain.

Note: The Authority is required to notify the chief executive officer of the municipality from which your facility is being relocated or abandoned. This notification will be sent prior to the Authority's conduct of required public hearing(s).

CERTIFICATION: Based upon the answers provided within question 8 above, the Company hereby certifies to the Authority that the undertaking of the proposed project and provision of financial assistance to the Company by the Authority will not violate Section 2306 of the New York Public Authorities Law.

9. Project Costs (Estimates):

Category	Amount
Land acquisition	635,000
Building Construction/Renovation	16,265,000
Site Work	1,200,000
Machinery & Equipment	300,000
Furniture & Fixtures	2,500,000
Soft Costs (Architect, Legal and Engineering)	1,500,000
Financial Charges (loan or bond fees and interest)	450,000
Authority Fee	
Other (Describe: Contingency)	850,000
Other (Describe:)	
Total Project Cost:	23,700,000

10. Sources of Funds for Project Costs:

Source	Amount
Bank Financing:	17,775,000
Equity (excluding equity attributed to grants/tax credits):	5,925,000
Tax Exempt Bond Issuance:	
Taxable Bond Issuance:	
Public Sources (total pf all state and federal grants and tax credits):	
Identify each state and federal grant/credit:	
Total Sources of Funds for Project Costs:	23,700,000

11. Have any of the above costs been paid or incurred as of the date of this Application? No If yes, describe particulars.

IV. Permitting and Environmental Requirements

1. Does the project require local planning or permitting approvals? Yes If yes, please list necessary approvals. Site plan, building permit
2. Will a site plan application be filed? Yes If yes, include copy if prepared.
3. Has another entity been designated as lead agent under the State Environmental Quality Review Act ("SEQRA")?-YES
 - a. If yes, attach copy of Negative Declaration if completed, or a copy of submitted Environmental Assessment Form if Negative Declaration has not yet been issued.
 - b. If no, attach a completed Environmental Assessment Form.

V. Employment and Payroll Projections

1. Job Creation:
 - a. Anticipated construction jobs created by the Project:90
Anticipated Dates of Construction: Spring 2027 - Fall 2028
 - b. Permanent Full Time Equivalent (FTE)* Jobs to be Created and Retained by the Project

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

Column B: Indicate the average wage for each listed job title/type in terms of annualized wages.

Column C: Indicate the wage range for each listed job title/type in terms of annualized wages.

Column D: Indicate the average amount of fringe benefits for each listed job title/type.

Column E: For each listed job title insert the number of FTEs that exist at the time of application.

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

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

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

(A) Job Title/Type	(B) Average Annual Wages	(C) Annual Wage Range	(D) Average Fringe Benefits	(E) Current Number of FTEs	(F) Jobs Created: Year One	(G) Jobs Created: Year Two	(H) Jobs Created: Year Three
General Manager	\$90,000	\$80,000 - \$100,000	\$14,000	0	1	0	0
GSM	\$62,530	\$62,530- 70,000	\$12,506	0	1	0	0
Executive Housekeeper	\$47,840	\$45,760- 54,080	\$9,568	0	1	0	0
Housekeeper	\$35,360	\$33,280- 37,440	\$7,072	0	12	2	2
Front Desk	\$35,360	\$34,320- 38,480	\$7,072	0	5	0	0

Engineer	\$52,000	\$45,000- \$55,000	\$7904	0	1	0	0
Breakfast Staff	\$33280	\$33,280- \$37,440	\$6656	0	3	0	0
Houseperson	\$33280	\$33,280- \$37,440	\$6656	0	2	0	0
TOTALS:				0	26	2	2

*Definition of Full Time Equivalent (FTE) Job: For the purposes of this application, any employee working 30 hours or more per week is considered 1 FTE. Any employee working fewer than 30 hours per week is counted as a proportion of an FTE equal to the number of hours worked per week divided by 30. For example, an employee working 20 hours per week equals .67 FTE (20 divided by 30). Please contact Authority Staff if you have questions about calculating FTE. **[NEEDS TO MATCH WITH RECAPTURE POLICY]**

2. What percentage of jobs to be created are estimated to be filled by residents of the Labor Market Area, defined by the Authority as the Counties of Cayuga, Cortland, Onondaga, Ontario, Oswego, Seneca, Tompkins, and Wayne? 100%
3. Payroll Projections:
 - a. Current Annual Payroll: \$0
 - b. First Year After Completion of Project: \$960,000.00
 - c. Second Year After Completion of Project: \$1,060,000.00
 - d. Third Year After Completion of Project: \$1,100,000.00

VI. Estimate of Potential Benefits

1. Please indicate the type(s) of Financial Assistance sought for the Project:

Yes	Sales and Usage Tax Exemption
Yes	Mortgage Tax Exemption
Yes	Real Property Tax Abatement (PILOT Agreement)
No	Issuance by the Authority of Industrial Development Revenue Bonds

2. Estimated Project Benefits

*Note to Applicant: AIDA staff will work with applicants to identify potential IDA benefits upon receipt of a completed draft application, using the information contained in the draft application and discussions with the applicant. Therefore, **please do not complete this section or sign and certify application** until AIDA staff has reviewed a draft application and assisted in the calculation of estimated benefits.*

A. Sales and Use Tax Exemption

a. Amount of Project Cost Subject to Tax:	\$11,850,000
Applicable sales and use tax rate:	<u> x .08 </u>

b. Financial benefit if fully exempt: \$948,000

B. Mortgage Recording Tax Exemption

a. Projected amount of Mortgage: \$17,775,000

Mortgage recording tax rate: x .0075

b. Financial benefit if fully tax exempt: \$133,312

C. Payment of Lieu of Taxes (PILOT) *

a. Investment in real property \$11,000,000

b. Equalization rate

c. Current, pre-project assessment \$344,900

d. Probable post-project assessed value \$8,000,000

e. PILOT Schedule SEE ATTACHED

Year	f. Abatement on Added Value	g. Abated Taxable Value	h. Total Tax Rate	i. PILOT Payment	j. Full Taxes	k. Net Exemption
<i>Calc.</i>		$c + [(d-c) \times f]$		$(g/1000) \times h$	$(d/1000) \times h$	$j - i$
1	100%	\$		\$	\$	\$
2	90%	\$		\$	\$	\$
3	80%	\$		\$	\$	\$
4	70%	\$		\$	\$	\$
5	60%	\$		\$	\$	\$
6	50%	\$		\$	\$	\$
7	40%	\$		\$	\$	\$
8	30%	\$		\$	\$	\$
9	20%	\$		\$	\$	\$
10	10%	\$		\$	\$	\$

l. Total PILOT Net Exemption: \$6,765,960

D. Interest Exemption – Bond transactions only

a. Total Estimated Interest Expense Assuming Taxable Interest: \$

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

c. Interest Exemption (a - b): \$

E. Total Estimated Exemptions

a. Sales & Use Tax Exemption \$948,000

b. Mortgage Recording Tax Exemption \$133,312

c. PILOT Real Property Net Exemption \$6,765,960

d. Interest Exemption from Bond Issuance \$

e. TOTAL EXEMPTION \$7,847,272

3. Is it likely that the Project would be undertaken without the provision of the above financial assistance? No
If yes, describe how the Project would be impacted if these benefits were not provided.

VII. Supplemental Materials

1. Map showing project location
2. Preliminary plans or sketches of proposed construction
3. Verification of project costs, such as quotes or estimates
4. Verification of current jobs at the project site, such as the cover page of the 4 most recent NY-45s
5. Copies of two most recent annual financial statements and unaudited year to date financial statements (for existing businesses)
6. Copy of Business Plan (for new businesses)
7. Sales and income projections for next three years
8. Environmental Assessment Form of Negative Declaration
9. \$500 application fee
10. Other attachments (please specify):
 - a.
 - b.
 - c.
 - d.
 - e.
 - f.
 - g.

VIII. Application Submission

Once the application has been reviewed by Authority staff and Section VI has been completed, please sign, certify and submit the completed application along with Supplemental Materials to:

AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY

24 South Street

Auburn, NY 13021

Email Applications (scanned PDFs) may be sent to: Tracy Verrier auburnida@gmail.com

Telephone: (315) 994-5259

Administrative fees in the amount outlined in Section I will be collected at the time of closing.

Representations by the Applicant

The Applicant understands and agrees with the Authority as follows:

- A. Job Listings:** In accordance with Section 2329 of the New York Public Authorities Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Authority, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment:** In accordance with Section 2329 of the New York Public Authorities Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Authority, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings:** In accordance with Section 2326(3) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Authority, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.
- D. Annual Employment Reports:** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Authority, the applicant agrees to file, or cause to be filed, with the Authority, on an annual basis, reports regarding the number of people employed at the project site.
- E. Absence of Conflicts of Interest:** The applicant has received from the Authority a list of the members, officers, employees and Counsel of the Authority. No member, officer, employee, or Counsel of the Authority has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

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

Applicant hereby releases the AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY and the members, officers, servants, agents and employees thereof (the "Authority") from, agrees that the Authority shall not be liable for and agrees to indemnify, defend and hold the Authority harmless from and against any and all liability arising from or expense incurred by (A) the Authority's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Authority, (B) the Authority's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Authority with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Authority or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Authority, its agents or assigns, all costs incurred by the Authority in the processing of the Application, including attorneys' fees, if any.

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Authority, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Title 15 of Article 8 of the Public Authorities Law ("PAL"), Article 18-A of the General Municipal Law ("GML") (to the extent applicable) and the Public Authorities Accountability Act of 2005, as codified within the PAL. Specifically, this Application may be disclosed by the Authority to any member of the public pursuant to a properly submitted request under FOIL and the Authority is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

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

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

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

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

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

- (a) The sum of **\$500** as a non-refundable application fee, to be paid upon submission of the Application;
- (b) An Administrative Fee amounts to be determined using the schedule in Section I on page 2 hereof for all other projects for which the Authority provides financial assistance, to be paid at transaction closing;
- (c) An amount to be determined by Authority Staff payable to the Authority's bond/transaction counsel for the preparation and review of the inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;

- (d) All fees, costs and expenses incurred by the Authority for (1) legal services, including but not limited to those provided by the Authority's general counsel or bond/transaction counsel, and (2) other consultants retained by the Authority in connection with the proposed project; with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Authority's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Authority's bond/transaction counsel;
- (e) The cost incurred by the Authority and paid by the applicant, including bond/transaction counsel and the Authority's general counsel's fees and the processing fees, may be considered as a costs of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

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

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

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Authority and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

Company Acknowledgment and Certification:

The undersigned, being a duly authorized representative of the Company, hereby and on behalf of the Company, certifies to the best of his or her knowledge and under the penalty of perjury that all of the information provided by the Company within this Application for Financial Assistance is true, accurate and complete.

The Company, on behalf of itself and all owners, occupants and/or operators receiving or that will receive financial assistance from the Authority (collectively, the "Recipients") hereby certifies that the Recipients are in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

The Company, on behalf of itself and all Recipients, hereby further acknowledges that the submission of any knowingly false or knowingly misleading information herein or within any agreement with the Authority may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the Authority's involvement in the project, including all costs of the agency relating to same. The Company has reviewed and accepts the terms of the Authority's Project Recapture and Termination Policy.

By: 

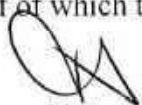
Name: Jett Mehta

Title: President / CEO

State of New York)

County of Monroe) ss.:

On the 7 day of July in the year 2021, before me, the undersigned, personally appeared JETT MEHTA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

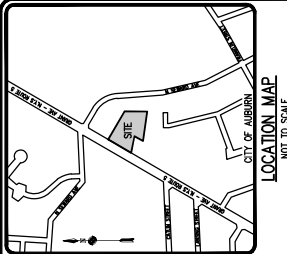
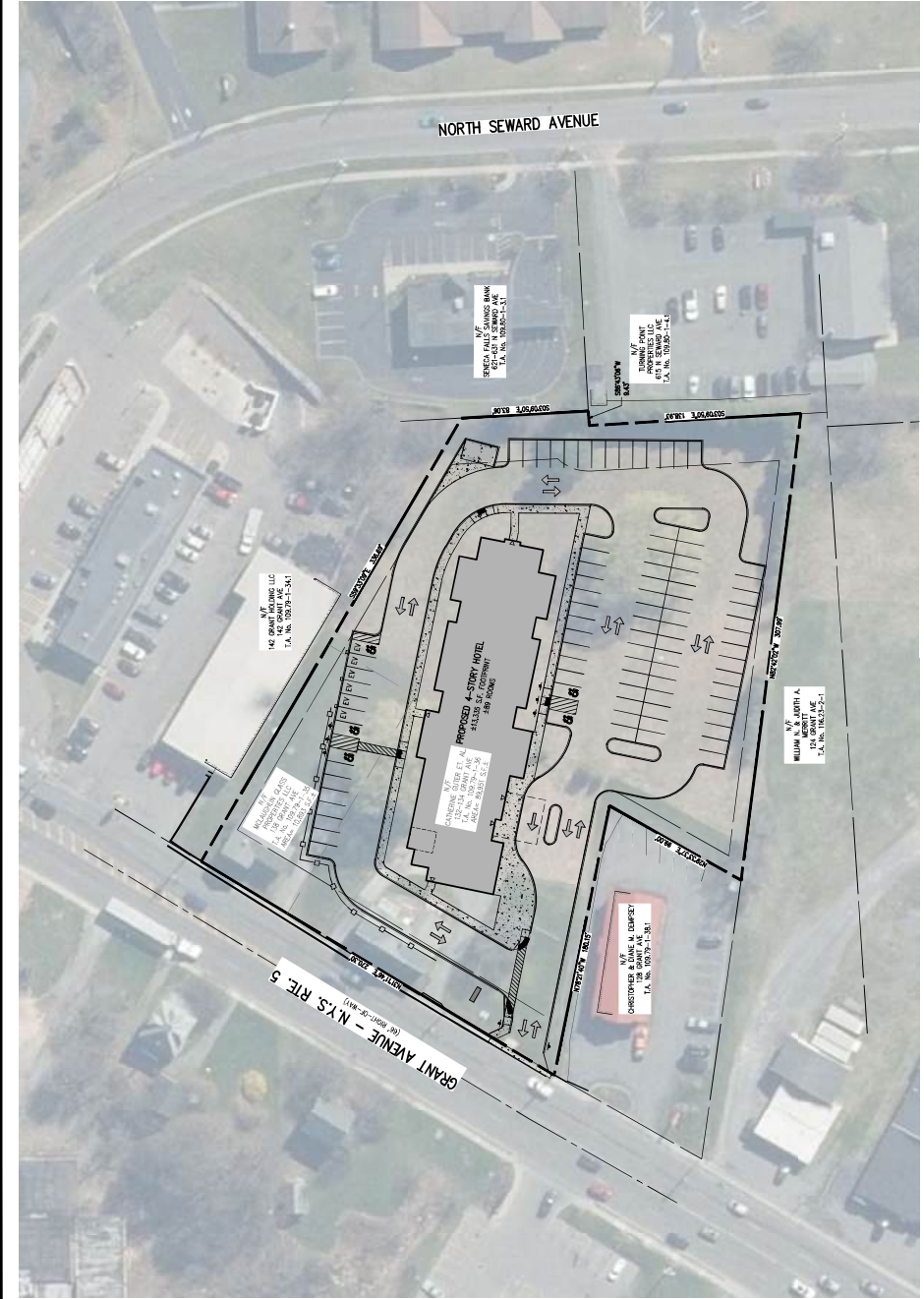

Notary Public

TODD CZEBATOL
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01CZ6397091
QUALIFIED IN MONROE COUNTY
COMMISSION EXPIRES SEPTEMBER 03, 2027

Parcel 109.79-1-36 & 109.79-1-35
Original Value \$344,900

PILOT

Tax Rates				Taxable Value Calculation			Estimated PILOT Payment				
Year	City Rate	School rate	County rate	Assessed Value	Abate. Factor	Added value	Set Value (thru 10)/ Taxable Value	City amt	School amt	County due	Total due
							Value				
1	12.62	17.78	8.48	\$344,900	0%	\$0	\$13,409.71	\$4,352.64	\$6,132.32	\$2,924.75	\$13,409.71
2	12.87	18.14	8.6496	\$8,000,000	0%	\$7,655,100	\$13,677.91	\$4,439.69	\$6,254.97	\$2,983.25	\$13,677.91
3	13.13	18.5	8.8226	\$8,000,000	0%	\$7,655,100	\$13,951.46	\$4,528.48	\$6,380.07	\$3,042.91	\$13,951.46
4	13.39	18.87	8.999	\$8,000,000	0%	\$7,655,100	\$14,230.49	\$4,619.05	\$6,507.67	\$3,103.77	\$14,230.49
5	13.66	19.25	9.179	\$8,000,000	0%	\$7,655,100	\$14,515.11	\$4,711.44	\$6,637.83	\$3,165.85	\$14,515.11
6	13.93	19.63	9.3626	\$8,000,000	0%	\$7,655,100	\$14,805.40	\$4,805.66	\$6,770.58	\$3,229.16	\$14,805.40
7	14.21	20.02	9.5499	\$8,000,000	0%	\$7,655,100	\$15,101.52	\$4,901.78	\$6,905.99	\$3,293.75	\$15,101.52
8	14.5	20.42	9.7409	\$8,000,000	0%	\$7,655,100	\$15,403.54	\$4,999.81	\$7,044.11	\$3,359.62	\$15,403.54
9	14.79	20.83	9.9357	\$8,000,000	0%	\$7,655,100	\$15,711.61	\$5,099.81	\$7,184.99	\$3,426.81	\$15,711.61
10	15.08	21.25	10.134	\$8,000,000	0%	\$7,655,100	\$16,025.85	\$5,201.81	\$7,328.69	\$3,495.35	\$16,025.85
11	15.38	21.67	10.337	\$8,000,000	5%	\$7,655,100	\$727,655	\$11,194.03	\$15,770.99	\$7,521.82	\$34,486.84
12	15.69	22.11	10.544	\$8,000,000	10%	\$7,655,100	\$1,110,410	\$17,423.87	\$24,548.05	\$11,707.96	\$53,679.88
13	16.01	22.55	10.755	\$8,000,000	15%	\$7,655,100	\$1,493,165	\$23,898.42	\$33,669.88	\$16,058.53	\$73,626.83
14	16.33	23	10.97	\$8,000,000	20%	\$7,655,100	\$1,875,920	\$30,624.99	\$43,146.77	\$20,578.44	\$94,350.20
15	16.65	23.46	11.189	\$8,000,000	25%	\$7,655,100	\$2,258,675	\$37,611.05	\$52,989.27	\$25,272.72	\$115,873.04
16	16.98	23.93	11.413	\$8,000,000	30%	\$7,655,100	\$2,641,430	\$44,864.31	\$63,208.20	\$30,146.54	\$138,219.05
17	17.32	24.41	11.641	\$8,000,000	35%	\$7,655,100	\$3,024,185	\$52,392.66	\$73,814.70	\$35,205.21	\$161,412.57
18	17.67	24.9	11.874	\$8,000,000	40%	\$7,655,100	\$3,406,940	\$60,204.20	\$84,820.17	\$40,454.17	\$185,478.54
19	18.02	25.39	12.112	\$8,000,000	45%	\$7,655,100	\$3,789,695	\$68,307.23	\$96,236.34	\$45,899.00	\$210,442.57
20	18.38	25.9	12.354	\$8,000,000	50%	\$7,655,100	\$4,172,450	\$76,710.31	\$108,075.23	\$51,545.44	\$236,330.98
21	18.75	26.42	12.601	\$8,000,000	55%	\$7,655,100	\$4,555,205	\$85,422.19	\$120,349.18	\$57,399.38	\$263,170.75
22	19.13	26.95	12.853	\$8,000,000	60%	\$7,655,100	\$4,937,960	\$94,451.86	\$133,070.85	\$63,466.86	\$290,989.57
23	19.51	27.49	13.11	\$8,000,000	70%	\$7,655,100	\$5,703,470	\$111,276.20	\$156,774.24	\$74,771.96	\$342,822.40
24	19.9	28.04	13.372	\$8,000,000	80%	\$7,655,100	\$6,468,980	\$128,735.73	\$181,372.53	\$86,503.88	\$396,612.14
25	20.3	28.6	13.64	\$8,000,000	90%	\$7,655,100	\$7,234,490	\$146,849.14	\$206,892.05	\$98,675.17	\$452,416.36
Future tax rates estimated to increase by 2% per year							Set payment amount				



PRELIMINARY/FINAL - SITE PLANS TOWNEPLACE SUITES BY MARRIOTT

DWG. No.	TITLE
3017-01	COVER SHEET
3017-02	CONSOLIDATION PLAT
3017-03	SITE PLAN
3017-04	EXISTING CONDITIONS AND DEMOLITION PLAN
3017-05	UTILITY PLAN
3017-06	GRADING PLAN
3017-07	CONSTRUCTION EROSION CONTROL PLAN
3017-08	LANDSCAPE PLAN
3017-09	LIGHTING PLAN
3017-10	DETAIL SHEET (SHEET 1 OF 4)
3017-11	DETAIL SHEET (SHEET 2 OF 4)
3017-12	DETAIL SHEET (SHEET 3 OF 4)
3017-13	DETAIL SHEET (SHEET 4 OF 4)

TOWNEPLACE SUITES BY MARRIOTT

CITY OF AUBURN, CAYUGA COUNTY, NEW YORK STATE
 PREPARED FOR:
INDUS HOSPITALITY GROUP, INC.
 950 PANORAMA TRAIL S.
 ROCHESTER, NY 14625

BME ASSOCIATES
 ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
 880 PARKER HILL DRIVE SUITE 300 WWW.BME.COM
 ROCHESTER, NEW YORK 14625 585-577-5360

SCALE: 1" = 40'
 DRAWN: JAMES, 3/27/12
 DATE ISSUED: APR. 14, 2008
 LAST REVISION: N/A



Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:		
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

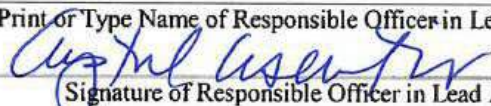
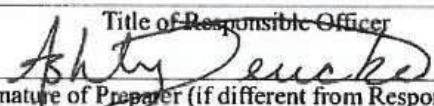
PRINT FORM

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed demolition of 2 vacant two-story homes and construction of a four-story, 89 rooms (~13,335 sf footprint) TownPlace Suites by Marriott on the existing developed site in the Downtown zone is not anticipated to result in any significant adverse environmental impacts.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☒	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Auburn Planning Board	
June 2, 2026	
Name of Lead Agency	Date
Crystal Cosentino	Chair
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM