

APPLICATION FOR ASSISTANCE

Each applicant seeking assistance must complete this application and provide required supplemental forms/documentation.

Please answer all questions. Use "None" or "Not Applicable" where necessary. Information in this application may be subject to public review under New York State Law, except for information that is considered deniable by the Freedom of Information Law. This form is available at www.monroecountybusiness.org/application.

Please send completed application via email to <u>EconomicDevelopment@monroecounty.gov</u>. A **non-refundable** application fee of \$350.00 is required. Please see page 10 for additional information on costs and fees.

I. APPLICANT

A.	Applicant Info	mation	В.	Applicant's Le	egal Counsel	
	Name:	Sticky Bottle, LLC		Name:	Jason M. Keifer	
	Address:	261 Pine Grove Avenue		Firm:	J. Kiefer Law PLLC	_
	City/State/Zip:	Rochester, NY 14621	_	Address:	138 Pinnacle Rd	
	Tax Id No.:	84-4895648		City/State/Zip:	Rochester, NY 14620	
	Contact Name:	Keith Myers	_	Telephone:	585-491-9900	- 2
	Title:	Owner		Email:	jkiefer@jkieferlaw.com	
	Telephone:	585-957-3096				_
	E-Mail:	keithmyers@mac.com				
C.	Owners of App	licant Company (must total 100%). If an I	LLC, LP or si			
C.	Owners of App	licant Company (must total 100%). If an I	LLC, LP or si	imilar, all membe	rs/partners must be listed	
C.	Owners of App	licant Company (must total 100%). If an I	LLC, LP or si	imilar, all membe %	rs/partners must be listed Corporate Title Owner	
C.					Corporate Title	
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II. PROJECT

A.	Address of proposed project facility 59 Pennsylvania Ave		facility	B. Proposed User(s)/Tenant(s) of the Facility				
	Rochester, NY			If there are multiple Users/Tenants, please attach additional pages.				
	Tax Map Parcel Nur		.59-3-6	Are the user and owner related entities? ✓Yes No				
				Company Name: Public Provisions Inc.				
	City/Town/Village: _		Cochester	Address: 261 Pine Grove Avenue				
	School District: Ro	chester		City/State/Zip: Rochester, NY 14621				
	Current Legal Owne	r of Proper	tv:	Tax ID No:				
	Keith Myers		γ,	Contact Name: Keith Myers				
	TCIUT WIYEIS			Title: President				
•	O	. =		Telephone: 585-957-3096				
C.		•	pany (must total 100%)	Email: keithmyers@mac.com				
			nbers/partners must be listed	% of facility to be occupied by user/tenant 100				
Kei	Name th Myers	% 50	Corporate Title President	D. D Ph. Di Links I				
_	ssidy Broman	50	Vice President	D. Benefits Requested (Check all that apply)				
	33idy Dioman	30	vice Fresident	☑ Sales Tax Exemption				
				☐ Mortgage Recording Tax Exemption				
				☑ Real Property Tax Abatement				
			-	☐ Industrial Revenue Bond Financing				
	cription of project (check all t	hat apply)					
	w Construction							
☑ Exi	sting Facility							
I	□ Acquisition							
I	☐ Expansion							
(☑ Renovation/Moden	nization						
☑ Acq	uisition of machinery/	equipment						
	er (specify)							
	(
DESCI	RIPTION OF THE PR	OJECT AN	ID BACKGROUND ON USER(S) OF THE FACILITY NAICS Code:				
	Attached							
}								



II. PROJECT (cont'd)

H.	Project Timeline Proposed Date of Acquisition: 6/1/2020
	Proposed Commencement Date of Construction: 9/1/2021
	Anticipated Completion Date: 2/1/2022
l.	Contractor(s)
J.	State Environmental Quality Review (SEQR) Act Compliance
	COMIDA, in granting assistance to the Applicant, is required to comply with the New York State Environmental Quality Review
	Act (SEQR).
	Does the proposed project require discretionary permit, license or other type of approval by the state or local municipality?
	YES - Include a copy of any SEQR documents related to this Project including Environmental Assessment Form, Final Determination, Local Municipality Negative Declaration, etc.
)	☑ NO
orniect	gh I fear much less ambitious. However, financial happens to its fullest potential and in a timely maller scale and opening will likely be delayed.
	l. J.



PROPERTY TAX ABATEMENT/PAYMENT IN LIEU OF TAX AGREEMENT (PILOT) III. Check One: **D** JOBSPLUS Requirements: Applicant must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is 1 ☐ LEASEPLUS Requirements: University and/or medical related facilities in which a 501(c)3 entity leases from a for-profit entity. Company must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is _ ☐ ENHANCED JOBSPLUS Requirements: A minimum \$15 million investment AND A minimum of 100 new jobs ☐ GREEN JOBSPLUS Requirements: LEED® Certification – Project must be rated as Certified, Gold, Silver or Platinum by the United States Green Building Council's Leadership in Energy and Environmental Design (LEED®) Green Building Rating System. Company must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is □ SHELTER RENT For student housing or affordable housing projects. Local Tax Jurisdiction Sponsored PILOT □ NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT



IV. APPLICANT PROJECT COSTS

A.	Estimate the costs necessary for the construction, acquisition,
	rehabilitation, improvement and/or equipment of the project by
	the APPLICANT.

Building Construction or Renovation

a.	Materials	a.	\$ 90,000
b.	Labor	b.	\$ 110,000
Sit	e Work		
C.	Materials	C.	\$ 20,000
d.	Labor	d.	\$ 80,000
e.	Non-Manufacturing Equipment	e.	\$ 40,000
f.	Manufacturing Equipment	f.	\$
g.	Equipment Furniture and Fixtures	g.	\$_15,000
h.	Land and/or Building Purchase	h.	\$ 600,000
į,	Soft Costs (Legal, Architect, Engineering)	j.	\$ 10,000
Oth	ner (specify) j. HVAC j.	\$_	85,000
	k	k.	\$
	l	l.	\$
	m	m.	\$
	tal Project Costs ust equal Total Sources)		\$_1,050,000

B. Sources of Funds for Project Costs:

a.	Tax-Exempt Industrial Revenue Bond	a.	\$
b.	Taxable Industrial Revenue Bond	b.	\$
c.	Bank Financing	d.	\$ 500,000
d.	Public Sources	e.	\$
	Identify each state and federal grant/cr	edit	\$ \$ 150,000
			\$
			\$
			\$
e.	Equity		\$ 400,000
т	OTAL SOURCES		\$ 1,050,000

 Has the applicant made any arrangements for the financing of this project

(must equal Total Project Costs)

	Yes	Q	No
If ye	s, please specify	bar	k, underwriter, etc.
_			
_	<u> </u>		<u></u>
	<u> </u>		

V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S) PROJECT COSTS

Use additional sheets as necessary

Company Name Public Provisions Inc.

A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement, and/or equipping of the project by the user(s)/tenant(s) fro which a sales tax exemption is requested.

Estimated Costs Eligible for Sales Tax Exemption Benefit

a.	Materials		a. \$ \$ 75,000
b.	Labor		b. \$ \$ 60,000
c.	Non-Manufacturi	c. § \$40,000	
d.	Manufacturing E	quipment	d. \$ \$ 200,000
d.	Furniture and Fix	tures	d. \$ \$80,000
	Other (specify):	e	e. \$
		f	f. \$
		g	g. \$
		h.:	h. \$
Tot	tal Project Costs		\$ \$455,000



VI. Value of Incentives

Project name:

Sticky Bottle, LLC

Δ	IDA	PII	OT	Ren	efits:
~	תעו	FIL		DEII	

9,900 Taxes on Land 454 **Current Land Assessment**

435,000 **Dollar Value of New Construction & Renovation Costs**

444,900 **Estimated New Assessed Value of Project Subject to IDA**

> County Tax rate/\$1,000 9.98 Local Tax Rate* Tax Rate/\$1,000 School Tax Rate /\$1,000 35.83 45.81 **Total Tax Rate**

PILOT Year	% Abatement	County PILOT Amount	Local PILOT Amount	School PILOT Amount	:	Total PILOT Amount	Full Tax Payment w/o PILOT	Net Exemption
1	1 90%	, 4	44 (כ	1,594	2,038	20,834	18,343
2	2 80%	, 8	88	ס	3,188	4,076	20,834	16,305
3	3 70%	1,3	32)	4,782	6,114	20,834	14,267
4	4 60%	1,7	76	כ	6,376	8,152	20,834	12,229
9	5 50%	2,2	20	D	7,970	10,190	20,834	10,190
(6 40%	2,6	64	0	9,564	12,229	20,834	8,152
-	7 30%	3,1	08	0	11,159	14,267	20,834	6,114
8	8 20%	3,5	52	D	12,753	16,305	20,834	4,076
9	9 10%	3,9	96	0	14,347	18,343	20,834	2,038
10	0%	4,4	40	0	15,941	20,381	20,834	0
	Total	24,4	21	0	87,674	112,095	208,344	91,714

^{*} Local Tax Rate for Town/City/Village

B. Sales Tax Exemption Benefit:

51,600 Estimated value of Sales Tax exemption: 6/30/2022 Estimated duration of Sales Tax exemption:

C. Mortgage Recording Tax Exemption Benefit:

\$0 Estimated Value of Mortgage Recording Tax exemption:

D. Industrial Revenue Bond Benefit

\$0 IRB inducement amount, if required:

E. Percentage of Project Costs financed from Public Sector sources:

Total Value of Incentives: \$143,313.91 9.52% \$1,505,000.00 Sources of Funds (Section IV.B.)

^{**} All estimates are based on current tax rates.

VII. PROJECTED EMPLOYMENT

Complete for each Applicant or User/Tenant

Company Name	Public Provisions Inc.	

Applicant: ☐ or User/Tenant: ☑

Applicant/Tenant creating jobs must submit most recent NYS-45 or equivalent.

	Current # of jobs at proposed project location or to be relocated to project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that wil fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **
Full time (FTE)	8	8	12	8
Part Time (PTE)	12	12	16	14
Total	14.00	14.00	20.00	15.00

^{**} For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Marker Area, in the fourth column. The Labor Marker Area includes: Monroe County, Orleans County, Genesee County, Wyoming County, Livingston County, Ontario County, Wayne County, Yates County, and Seneca County chosen at the Agency's discretion.

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VIII. LOCAL LABOR

To be completed by all Applicants and Users/Tenants of Projects which include the construction of new, expanded or renovated facilities:

Company Name Sticky Bottle, LLC				
Applicant:	and/o	r User/Tenant:		

All project employees of the general contractor, subcontractor, or sub to a subcontractor (contractors) working on the project must reside within the following counties in the State of New York: Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Steuben, Wayne, Wyoming or Yates. The All-Local Labor criterion will be verified based on employment, payroll and related records.

COMIDA understands that at certain times local labor may not be available within the local area. Under this condition, applicants are required to complete a waiver request of the All-Local Labor requirement 45 days in advance of commencing work. Contractors do not have to be local companies as defined herein, but must employ local people to qualify under the All-Local Labor criterion.

The foregoing terms have been read, reviewed and understood by the Applicant or User/Tenant and all appropriate personnel. Furthermore, the undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialman. Furthermore, the undersigned agrees to post and maintain a sign, provided by COMIDA, in a prominent, easily accessible location, identifying the project as a recipient of COMIDA assistance and the local labor requirements associated with this assistance.

Furthermore, the undersigned realizes that failure to abide by the terms herein could result in COMIDA revoking all or any portion of benefits it deems reasonable in its sole discretion for any violation hereof.

Sticky Bottle, L	ticky Bottle, LLC Public Provisions In		ns Inc		
(APPLICANT C	OMPANY)		(TENANT	COMPANY)	
keith myers Digitally algred by kelth myers Date: 2021.03.03 14:47:46-05'00'	President	3/1/2021	bigitally signed by keith keith myers myers myers 2021 03 03 14 48:13 -05'00'	President	3/3/2021
Signature	, Title	Date	Signature	, Title	Date



IX. FEES

Transaction Type	Fees
Lease/Leaseback including any/all of the following: 1. PILOT Agreement 2. Sales and Tax Exemption 3. Mortgage Tax Exemption Sales Tax Exemption* and/or	Application Fee: Non-refundable \$350.00 IDA Fee: 0.75% of the total project cost Legal Fee: 0.33% of the IDA fee. Minimum fee of \$4,000. Application Fee: Non-refundable \$350.00
Mortgage Recording Tax Exemption Bond: Taxable or Tax-Exempt with Lease/Leaseback	IDA Fee: 0.50% of the total project cost Legal Fee: 0.33% of the IDA fee. Minimum fee of \$750 Application fee: Non-refundable \$350
Including any/all of the following: 1. PILOT Agreement 2. Sales Tax Exemption 3. Mortgage Tax Exemption	IDA Fee: 1.25% of the total project cost Legal Fee: 0.33% of IDA fee Designated Bond Counsel fee is based on the complexity and amount of the transaction
Bond: Taxable or Tax-Exempt	Application fee: Non-refundable \$350 IDA Fee: 1.00% of the total project cost Legal fee: 0.33% of the IDA fee Designated Bond Counsel fee is based on the complexity and amount of the transaction.

If the sales tax benefits are required prior to closing, a non-refundable twenty-five percent (25%) of the IDA fee and Legal fees are payable at that time. This amount will be applied towards the IDA fee and Legal fee.

Signature

Sticky Bottle, LLC (APPLICANT COMPANY) (APPLICANT COMPANY) (Digitally signed by keith myers myers Date: 2021.03.03 14:47:29-0500' Reith myers Date: 2021.03.03 14:47:29-0500' President 3/3/2021

Date

, Title



Signature

Date

, Title

X. CERTIFICATION

The undersigned company officer and/or user/tenant officer each hereby certifies, on behalf of the company and/or user/tenant, respectively (each singularly and together, the "Applicant"), as follows:

- A. The information contained in this Application, including employment information, is true and correct. The Applicant is aware that any material misrepresentation made in this Application constitutes an act of fraud, resulting in revocation of COMIDA benefits.
- B. The undersigned, on behalf of the Applicant, hereby certifies that the Applicant, and all parties which have ownership of the Applicant are current and will remain current on all real property, federal, state, sales, income and withholding taxes throughout the term of any agreements made in connection with this Application.
- C. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

 § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- D. <u>Compliance with Applicable Laws:</u> The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- E. <u>False and Misleading Information:</u> The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- F. Recapture: Should the Applicant not expend as projected or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- G. Pay Equity: The Applicant and/or user/tenant officer certifies on behalf of the company and/or user/tenant (the Applicant) has not been the subject of an adverse finding under the equal pay laws within the previous five years, has disclosed any pending equal pay claims against the company at time of application, and shall disclose to COMIDA any pending claims or adverse findings under the equal pay laws during the term of COMIDA financial assistance agreement.
- H. Applicant hereby releases the COMIDA ("Agency") from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, this Application, regardless of whether or not this Application or the Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (B) the Agency's acquisition, construction, renovation and/or equipping of the Project described herein; and (C) any further action taken by the Agency with respect to the Project; including, without limiting the generality of the foregoing, all causes of action and attomeys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation, information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

APPLICANT COMPANY Sticky Bottle, LLC

keith myers Distratly signed by keith President 302021 14:44:57-05007 President Date

TENANT COMPANY Public Provisions Inc.

keith myers myers Date: 2021 03:03 President 302021
Signature President Date



Flour City Bread Company (est. 2009) is an artisan bakery located at the historic Rochester Public Market and is well known for organic artisan sour dough breads, classic French butter croissants and made-to-order breakfast sandwiches.

Business has increased steadily over the years as market goers have welcomed and supported us. On Saturday mornings customers patiently wait for their favorite treat or breakfast sandwich regularly filling the tiny bakery retail space. The crowded store front often causes people to spill out the front door and queue up down the sidewalk. A great problem to have for any business but not an ideal situation during pandemic times. This increasing demand coupled with Covid restrictions has led us to seek expansion.

We have purchased the adjacent building (formerly Ziembiec Florist). Our intention is to combine the current bakery retail operation with a full service restaurant. This new business will offer our complete lineup of existing products and an expanded selection of restaurant style prepared foods. Our intention is to serve the community morning 'til night seven days each week.

The building, unfortunately, was in disrepair and requires significant renovation to upgrade and repurpose from wholesale florist to full service food service operation. We have engaged an architectural firm to assist us in this rather daunting prospect. An incomplete list of the work required includes:

- · complete roof repair and replacement,
- · remove and install new HVAC system,
- remove existing floral refrigeration equipment,
- · replace existing overhead doors and entry ways,
- · resurface and repair existing floors,
- · demolish and replace interior walls, and
- · construct a full service restaurant with all associated requirements (restrooms, etc.).

This is a new operation joining the several new restaurants along "commissioners row." The restaurant will exceed 2000 square feet of dining space, feature an open kitchen and include plenty of covered outdoor dining tables.

Cost-Benefit Analysis for Sticky Bottle, LLC

Prepared by COMIDA using InformAnalytics

Executive Summary

INVESTOR TOTAL INVESTED LOCATION TIMELINE

Sticky Bottle, LLC \$1.5 Million 59 Pennsylvania Avenue, Rochester, NY 14609

F1 FIGURE 1

Discounted* Net Benefits for Sticky Bottle, LLC by Year

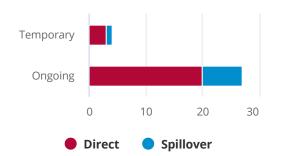
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Benefits Costs • Net Benefits

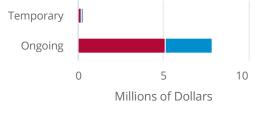
F2 FIGURE 2

Total Jobs





Total Payroll



Discounted at 2%

Total Net Benefits: \$8,537,000

Proposed Investment

Sticky Bottle, LLC proposes to invest \$1.5 million at 59 Pennsylvania Avenue, Rochester, NY 14609 over 10 years. COMIDA staff summarize the proposed with the following: renovation of existing building



Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
Sticky Bottle, Inc.	\$435,000
OTHER SPENDING	
non manufacturing equip	\$40,000
FF&E	\$15,000
land	\$600,000
Soft costs	\$10,000
HVAC	\$85,000
Non-manufacturing equip (tenant)	\$40,000
Manufacturing equip (tenant)	\$200,000
FF&E (tenant)	\$80,000
Total Investments	\$1,505,000
Discounted Total (2%)	\$1,505,000



Location of Investment



May not sum to total due to rounding.

Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by COMIDA. The report calculates the costs and benefits for specified local taxing districts over the first 10 years, with future returns discounted at a 2% rate.



TABLE 2

Estimated Costs or Incentives

COMIDA is considering the following incentive package for Sticky Bottle, LLC.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$89,000	\$84,000
Sales Tax Exemption	\$51,000	\$51,000
Total Costs	\$140,000	\$135,000

May not sum to total due to rounding.

^{*} Discounted at 2%



State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Tota
REGIONAL BENEFITS	\$5,941,000	\$3,156,000	\$9,097,000
To Private Individuals	\$5,760,000	\$3,117,000	\$8,877,000
Temporary Payroll	\$160,000	\$51,000	\$211,000
Ongoing Payroll	\$5,600,000	\$3,066,000	\$8,666,000
To the Public	\$181,000	\$39,000	\$220,000
Property Tax Revenue	\$109,000	N/A	\$109,000
Temporary Sales Tax Revenue	\$2,000	\$631	\$3,000
Ongoing Sales Tax Revenue	\$70,000	\$38,000	\$108,000
Purchases Sales Tax Revenue	\$393	N/A	\$39.
STATE BENEFITS	\$154,000	\$183,000	\$338,000
To the Public	\$154,000	\$183,000	\$338,000
Temporary Income Tax Revenue	\$7,000	\$2,000	\$10,000
Ongoing Income Tax Revenue	\$74,000	\$141,000	\$215,000
Temporary Sales Tax Revenue	\$2,000	\$643	\$3,000
Ongoing Sales Tax Revenue	\$71,000	\$39,000	\$110,000
Purchases Sales Tax Revenue	\$400	N/A	\$400
otal Benefits to State & Region	\$6,096,000	\$3,339,000	\$9,434,00
Discounted Total Benefits 2%)	\$5,609,000	\$3,064,000	\$8,672,000

May not sum to total due to rounding.



Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$8,362,000	\$110,000	76:1
State	\$310,000	\$26,000	12:1
Grand Total	\$8,672,000	\$135,000	64:1

May not sum to total due to rounding.

CGR has exercised reasonable professional care and diligence in the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

^{*} Discounted at 2%