

negligent act or omission of City, its employees, agents or independent contractors.

(k) Other Purchaser Obligations.

- The Purchaser shall make or cause to be made all payments due under any payment-in-lieu of tax agreement covering the Project real property.
- The Purchaser shall comply with all grant agreements and commitments of all other participants in the financing of the Project.

(l) Remedies for Violation. In the event that the City at any time, in its sole discretion, determines that the Purchaser is not in compliance with this Agreement or any of the terms, limitations and conditions herein, the obligation of the City to transfer any grant funds to Purchaser shall cease.

In the event of violation of any term of this Agreement or of termination of this Agreement, Purchaser shall not receive any grant funds, which have not been disbursed by the City to Purchaser.

In the event of violation of any term of this Agreement or of termination of this Agreement, the Purchaser shall repay or cause to be repaid to City on demand, in City's sole option, so much of the Grant as has been advanced at the time of violation or termination by City, or so much of the Grant Funds as relates to a violation.

City shall provide to Purchaser written notice of any violation of this Agreement and thirty (30) days to cure such violation. The obligation to transfer Grant Funds shall be suspended during any such cure period. The Purchaser shall give written notice of any violation to any investors or senior creditors providing funds to the Project. City shall accept cure of any

violations from any such investor or senior creditor. City shall provide more than thirty (30) days to cure any violation in the event that City, in its sole discretion, determines that such cure reasonably cannot occur in such thirty (30) day period and steps to cure the violation have commenced within the thirty (30) day period and are prosecuted diligently to completion.

In the event any action or proceeding is commenced by City to enforce the terms of this Agreement or to enforce any remedy as a result of violation of this Agreement, shall pay all of City's costs, including, without limitation, actual and reasonable attorney fees.

(m) Books and Records; Project Audit.

- (i) Purchaser will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to City, ESD, its agents, officers and employees during Purchaser's business hours upon reasonable request.
- (ii) ESD and City shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Purchaser to assure that the Purchaser is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

(n) Status of Purchaser. Purchaser is an independent contractor with regard to the Project described in this Agreement, and is not an agent of the City. Purchaser shall indemnify and hold City harmless from and against any and all claims or losses resulting from any act or omission of Purchaser, its officers, agents, employees or assigns, in carrying out the terms of this Agreement and the constructing of the Project. Purchaser shall solely be responsible for all matters relating to payment of its employees, including

payment of social security, withholding tax and like payroll deductions, and compliance with worker's compensation laws and all other laws and regulations governing such matters.

- (o) Conflict of Interest. No official or employee of City has or shall have any personal interest, direct or indirect, in the Project, or Purchaser or in any limited liability company, trust, corporation, partnership or association hired by Purchaser for the Project.
- (p) Photographs and Other Publicity. City shall have the right to photograph, videotape or otherwise record (the "Recordings") the Project and Project activities. The Recordings shall be the property of City. City shall have unrestricted authority to publish, disclose or distribute the Recordings in any fashion for any use connected with City business.
- (q) Amendment. This Agreement represents the entire agreement of the parties and may be altered or amended only upon written instrument, duly approved and executed by the parties.
- (r) Survival and Conflict. The terms of this Agreement and the GDA shall survive the disbursement of the Grant Funds to Purchaser, and the closing and transfer of title. In the event of any conflict between the terms of any other documents signed in connection with the Loan and this Agreement, the terms of this Agreement shall prevail.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

(t) Notices. All notices or other communications with respect to the subject matter of this Agreement shall be written, and shall be either personally delivered (so long as the delivery service issues receipts of delivery), sent by certified mail, postage prepaid, return receipt requested, or delivered by any reputable overnight courier service which issues receipts of delivery, to the parties at the addresses first set out herein, and shall be deemed effective as of the date of delivery or date of refusal to accept delivery by the addressee (as evidenced by the receipt).

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

SELLER:

PURCHASER:

CITY OF NIAGARA FALLS, NEW YORK

PENN TERRA – USRE CORP.

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 40 Mile Reserve and known and being part of Lot No. 32 on Ontario Street (now Main Street) and Lot No. 78 on Third Street, as said Streets and Lots are laid down on a Map of part of the Village (now City) of Niagara Falls, made by Benjamin Rhodes, Surveyor for Jacob Schoellkopf in 1879 and filed in Niagara County Clerk's Office on April 8, 1880, under Cover 151 and bounded as follows:

BEGINNING at a point in the northerly line of Ontario Street (now Main Street) where the same is intersected by the westerly line of an alley between Third and Fourth Streets; thence northerly along said westerly line of said alley, 57.5 feet to the northeasterly corner of said Lot No. 78; thence westerly along the northerly line of said Lot, 35 feet; thence southerly on a line parallel with the westerly line of said alley, 66 feet to a point in the southerly boundary line of said Lot No. 78; thence southeasterly, 17.42 feet to a point in the northerly boundary line of Main Street, which point is 38 feet southwestly from the point of beginning; thence northeasterly along the northerly boundary line of Main Street, 38 feet to the point of beginning.

550 Main Street, Niagara Falls New York

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 40 of the Mile Reserve and known and being the south one-half (1/2) of Lot No. 80 on the east side of Third Street as laid down on a Map of part of the Village of Niagara Falls and Town of Niagara, Niagara County, New York made for J. F. Schoellkopf by Benjamin Rhodes, C.E. in 1879 filed in Niagara County Clerk's Office, April 8, 1880 under Cover 151, being 33 feet front and rear and 132 feet deep.

565 Third Street, Niagara Falls New York

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 40 of the Mile Reserve and described as the north one-half of Lot 80 on the east side of Third Street, being 33 feet in width, front and rear, and being 132 feet in depth, as said Lot is shown on a Map entitled "Map of parts of the Village (now City) of Niagara Falls and Town of Niagara, Niagara County, New York made for J.F. Schoellkopf, President, by Benjamin Rhodes, C.E., 1879" filed in Niagara County Clerk's Office, April 8, 1880, now under Cover No. 151.

569 Third Street, Niagara Falls New York

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 40 Mile Reserve and known as and being the southerly one-half of Lot 82 on the east side of Third Street, said Lot is shown on a Map made by Benjamin Rhodes, C.E. in 1879 and filed in Niagara County Clerk's Office on April 8, 1880, now under Cover No. 151.

571 Third Street, Niagara Falls New York

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot No. 40 Mile Reserve, known as and being part of Lot 78 on the east side of Third Street, as shown on a map of the Village (now City) of Niagara Falls, made by Jesse P. Haines, Surveyor in 1836 and on map of said Village (now City) made by J.P. Schoelkopf, President, by Benjamin Rhoades in 1879 and filed in Niagara County Clerk's Office on April 8, 1880 under Cover No. 151, bounded and described as follows:

BEGINNING at a point in the easterly line of Third Street where the same is intersected by the south line of Lot 78; thence northerly along the east line of Third Street, a distance of 33 feet; thence easterly and parallel with the south line of Lot 78, a distance of 97 feet; thence southerly and parallel with the east line of Third Street, a distance of 33 feet; thence westerly along the south line of Lot 78, a distance of 97 feet to the east line of Third Street to the point or place of beginning.

557 Third Street, Niagara Falls New York

CONTRACT: MAIN STREET, 480, STAGING AREA, MARK CERRONE INC.

Agenda Item #7

Mark Cerrone Inc. ("MCI"), a primary contractor engaged by the State of New York in the reconstruction of Third Street and Whirlpool Street, has requested the ability to use 480 Main Street, a property owned by the City and not presently utilized for any City purpose, as a location for material storage, laydown and parking area during the term of this reconstruction project. Attached is a copy of the MCI request. The duration of the project will extend from the present through approximately July of 2020. At the conclusion of the project, MCI will restore the 480 Main Street property to the condition in which it currently sits and will provide the City with insurance. While utilizing 480 Main Street, MCI will maintain the property at its own expense. Attached (on file in the City Clerk's Office) is a proposed Site Utilization Agreement.

Will the Council so approve and authorize the Mayor to sign the attached agreement (on file in the City Clerk's Office)?

Council Member Tompkins moved that the communication be received and filed and the recommendation approved.

Yeas	4
Scott, Tompkins, Voccio, Chairman Touma	
Nays	1
Kennedy	

APPROVED

CONTRACT: 550 MAIN ST., 557 THIRD ST., 561 THIRD ST., 565 THIRD ST., 569 THIRD ST., 571 THIRD ST., REDEVELOPMENT

Agenda Item #8

The City acquired the above referenced Premises as a result of plea negotiations with the U.S. Attorney's Office at no cost to the City. The Premises is sometimes referred to as the Cannon block. In September of 2017, the Department of Economic Development circulated a Request for Proposals ("RFP") to redevelop the Premises.

Two proposals were received by the City in response to the RFP. Both were scored pursuant to the process described in the RFP. A copy of the RFP is attached hereto (on file in the City Clerk's Office).

The proposal submitted by Penn Terra - USRE Corp. ("Penn Terra") scored the highest and it is therefore requested that the City Council authorize the designation of Penn Terra as the "Preferred Developer" for the Premises. Attached hereto (on file in the City Clerk's Office) is a copy of the proposal submitted by Penn Terra.

In addition to designating Penn Terra as the Preferred Developer, it is requested that the City Council authorize the Mayor to negotiate with Penn Terra the terms and conditions of a sale and purchase and development agreement which will contain the terms of the development of the Premises. At such time as the terms and conditions of the sale and purchase and development agreement are finalized, that proposed agreement will be presented to the City Council for review with a request for authorization for the Mayor to execute it. A review and recommendation from the Planning Board will precede such a request. It should be noted that the City applied for and obtained a \$2,000,000.00 Restore NY Grant to assist in the redevelopment of the Premises. One of the terms of the sale and purchase and development agreement with Penn Terra will be the assignment to Penn Terra of this Restore NY Grant.

It is anticipated that Penn Terra may request access to the Premises so that it may conduct its due diligence in an effort to move the project along. If that request is made, will the Council authorize such access to the Premises and authorize the Mayor to execute an early access agreement in form and content satisfactory to the Corporation Counsel?

Will the Council approve the requests contained herein and authorize the Mayor to execute any agreements in this regard that are satisfactory in form and content to the Corporation Counsel?

Council Member Tompkins moved that the communication be received and filed and the recommendation approved.

Yeas
Nays

5
0
APPROVED

CONTRACT: CAMERA INSTALLATIONS, VERIZON EQUIPMENT, VERIZON LICENSE ADMINISTRATION GROUP

Agenda Item #9

Lieutenant Drake advises that he has been in contact with Verizon License Administration Group pertaining to an agreement to allow the City to install cameras on various Verizon poles. Attached hereto (on file in the City Clerk's Office) is a copy of the agreement. The only cost to the City will be any costs incurred by Verizon in making the poles ready for installations.

Will the Council so approve and authorize the Mayor to execute an agreement in form and substance satisfactory to the Corporation Counsel?

Council Member Tompkins moved that the communication be received and filed and the recommendation approved.

Yeas
Scott, Tompkins, Voccio, Chairman Touma
Nays
Kennedy

4
1
APPROVED



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

November 7, 2018

The City Council
Niagara Falls, New York

RE: *Redevelopment of City owned properties located at 550 Main Street,
557 - Third Street, 561 - Third Street, 565 - Third Street, 569 - Third Street,
and 571 - Third Street (the "Premises")*

Council Members:

The City acquired the above referenced Premises as a result of plea negotiations with the U.S. Attorney's Office at no cost to the City. The Premises is sometimes referred to as the Cannon block. In September of 2017, the Department of Economic Development circulated a Request for Proposals ("RFP") to redevelop the Premises.

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It is anticipated that Penn Terra may request access to the Premises so that it may conduct its due diligence in an effort to move the project along. If that request is made, will the Council authorize such access to the Premises and authorize the Mayor to execute an early access agreement in form and content satisfactory to the Corporation Counsel?

Will the Council approve the requests contained herein and authorize the Mayor to execute any agreements in this regard that are satisfactory in form and content to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

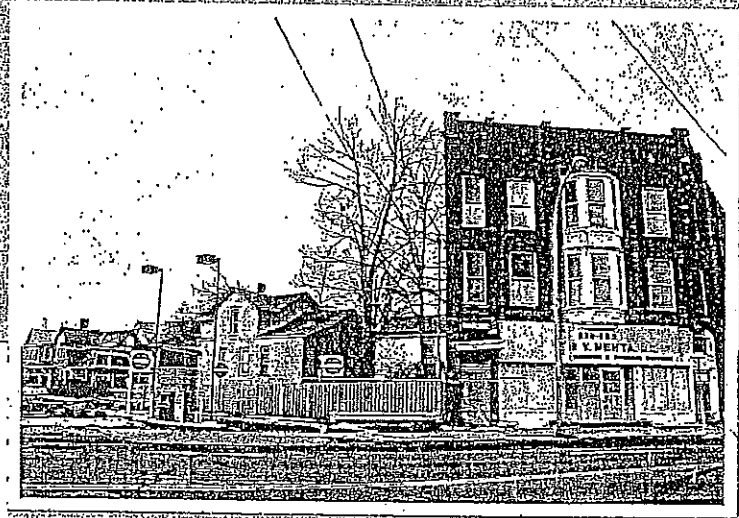
Kennedy Y Scott Y Tompkins Y Voccio Y Touma Y



Printed on Recycled Paper



Request for Proposal



Properties:

- 550 Main Street
- 557 Third Street
- 561 Third Street
- 565 Third Street
- 569 Third Street
- 571 Third Street

The Cannon Block

The City of Niagara Falls is seeking competitive development proposals for the six parcels at the historic Cannon Block of Third & Main Streets Niagara Falls, NY 14303.

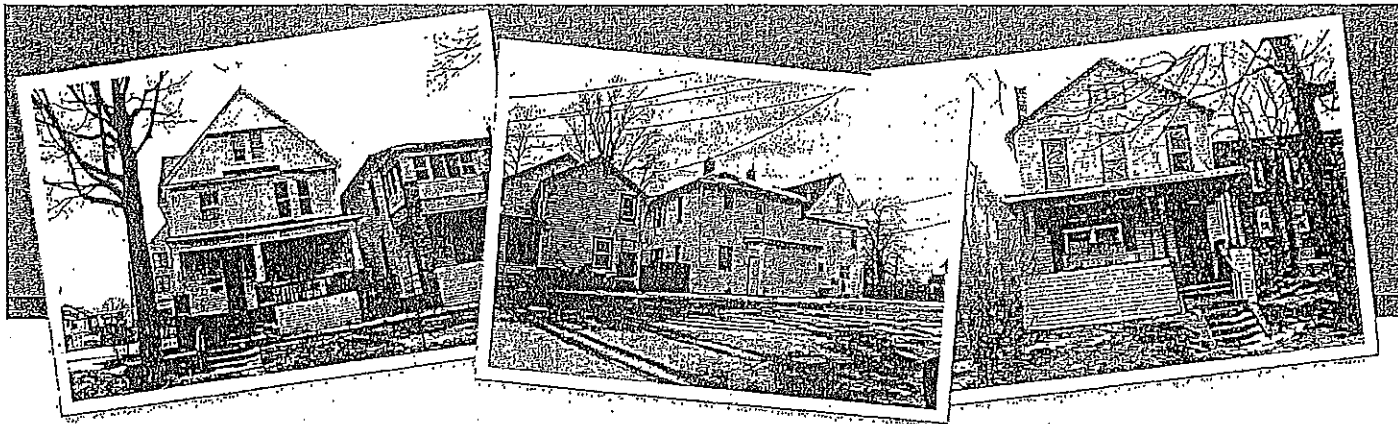


City of Niagara Falls, NY

PO Box 69

Niagara Falls, NY 14302-0069





Message from The Mayor

Dear Developer,

Thank you for taking an interest in investing in downtown Niagara Falls. Our city is being transformed before our eyes. Recent years have seen new mixed use and residential development return to our downtown core for the first time in a generation. In the last five years the Third Street Entertainment & Business District has seen the renovation of 40 market rate apartments - with 40 more being planned for 2017-2018 and a number of new retail shops and restaurants to cater to those wishing to live, work and play in a vibrant urban environment.

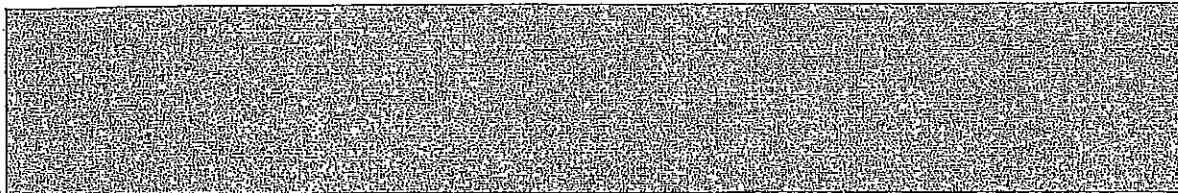
In 2017, Third Street will welcome new restaurants together with the continued renovation of residential units. "Place Making" has also accelerated with the opening of "Art Alley" and the installation of "Barrel through Niagara."

The historic Cannon Block is anchored by a three-story, mixed-use building named for E.H. Cannon, whose hardware and stove shop operated out of the first floor of 550 Main Street with office and apartment space above. In addition, there are three residential structures with frontage on the 500 block of Third Street and two vacant lots that are also part of this offering.

My administration welcomes you and your development team to our city. We will work tirelessly to ensure that your development project(s) will be successful in our great city. I look forward to working with you.

Sincerely,

Paul A. Dyster
Mayor



The City of Niagara Falls is seeking competitive commercial, residential or mixed-use development proposals for one or any multiple of the parcels of 550 Main Street, 557 Third Street, 561 Third Street, 565 Third Street, 569 Third Street and 571 Third Street in the Third and Main neighborhood of downtown Niagara Falls, NY.

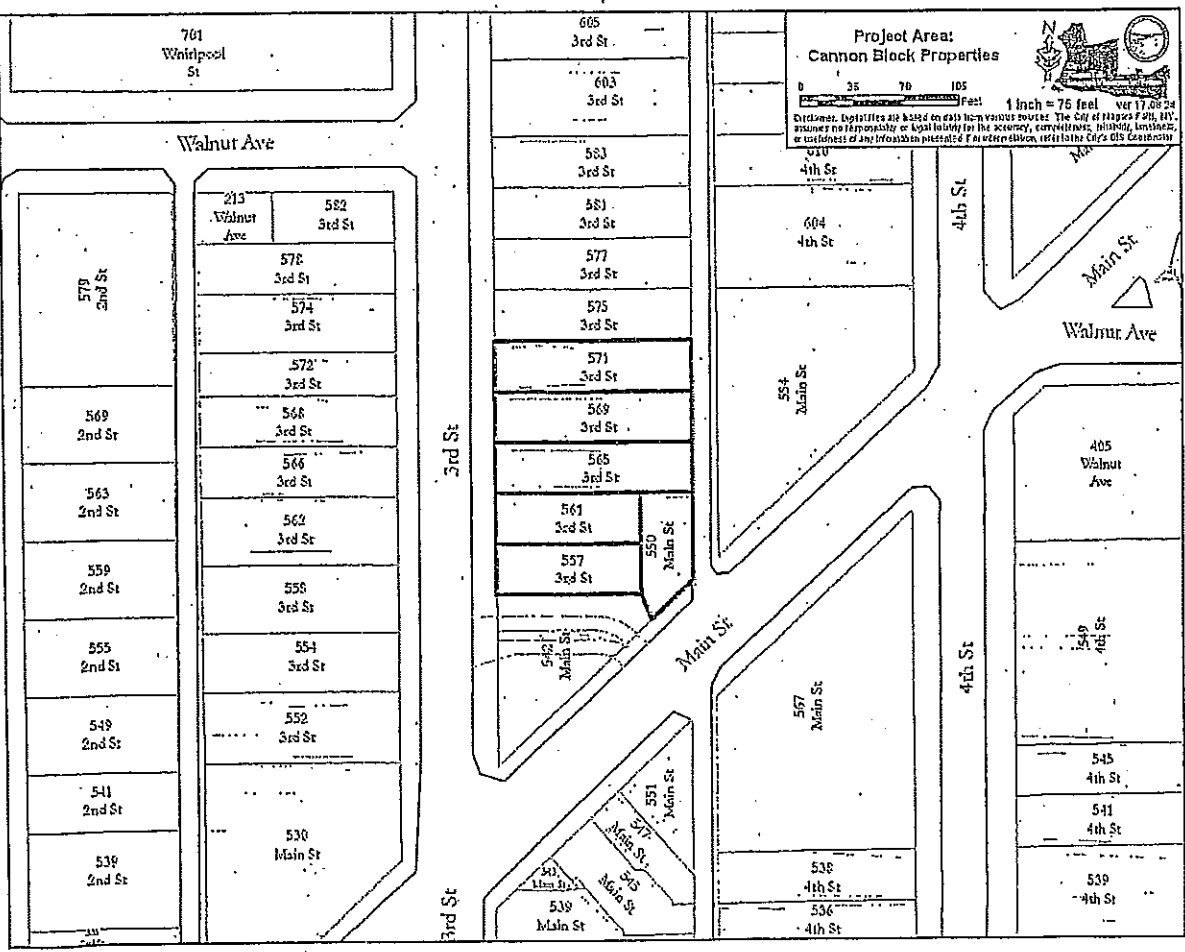
The City will accept written proposals received in the Purchasing Department office at City Hall, Room 214, 745 Main Street, Niagara Falls, New York, 14302-0069 on or before 12:00PM on November 17, 2017.

All developers submitting proposals will be notified around December 8, 2017 of the selection of the successful Developer.

A certified or bank check in the amount of \$1,000.00 payable to the City Controller of the City of Niagara Falls, NY, is required with each Proposal. This check will be returned in the event that the City does not select your proposal. If your Proposal is selected, the \$1,000.00 will be applied as a partial deposit against the purchase price.

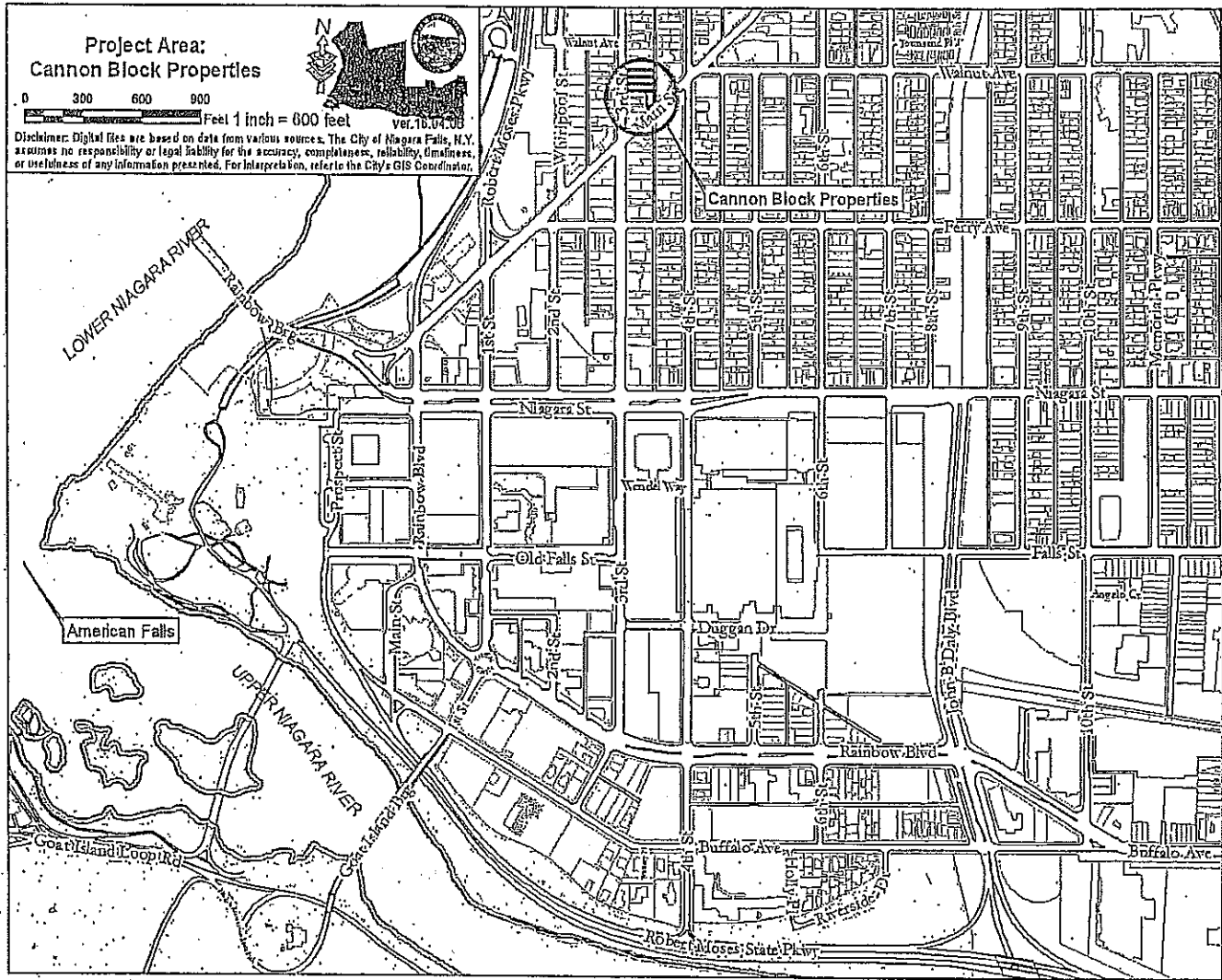
The Location:

The Cannon Block consists of six contiguous parcels with frontage on Main and Third Streets in Downtown Niagara Falls, New York. Directly east of the properties is the grand First Baptist Church and the Main Branch of the United States Postal Service in Niagara Falls, which is constructed of white Vermont marble on a granite base in a French Neoclassical style with Beaux-Arts details. To the North is the Aquarium of Niagara and the Rainbow Bridge with the scenic Niagara River to the west.



To the south is the burgeoning Third Street Entertainment District, with a growing collection of unique restaurant and shopping opportunities.





Distance to Points of Interest

- Niagara Reservation State Park: .2 mile
- Seneca Niagara Casino: .5 mile
- Rainbow Bridge (International Border Crossing): .3 mile
- Niagara Falls Memorial Medical Center: .4 mile
- Niagara University: 3.3 miles
- The Niagara Expressway (I-190): 3.5 miles
- Niagara Falls Air Reserve Station 6.5 miles
- Downtown Buffalo: 20 miles
- Downtown Toronto: 80 miles



550 Main Street

SBL: 159.21-1-46

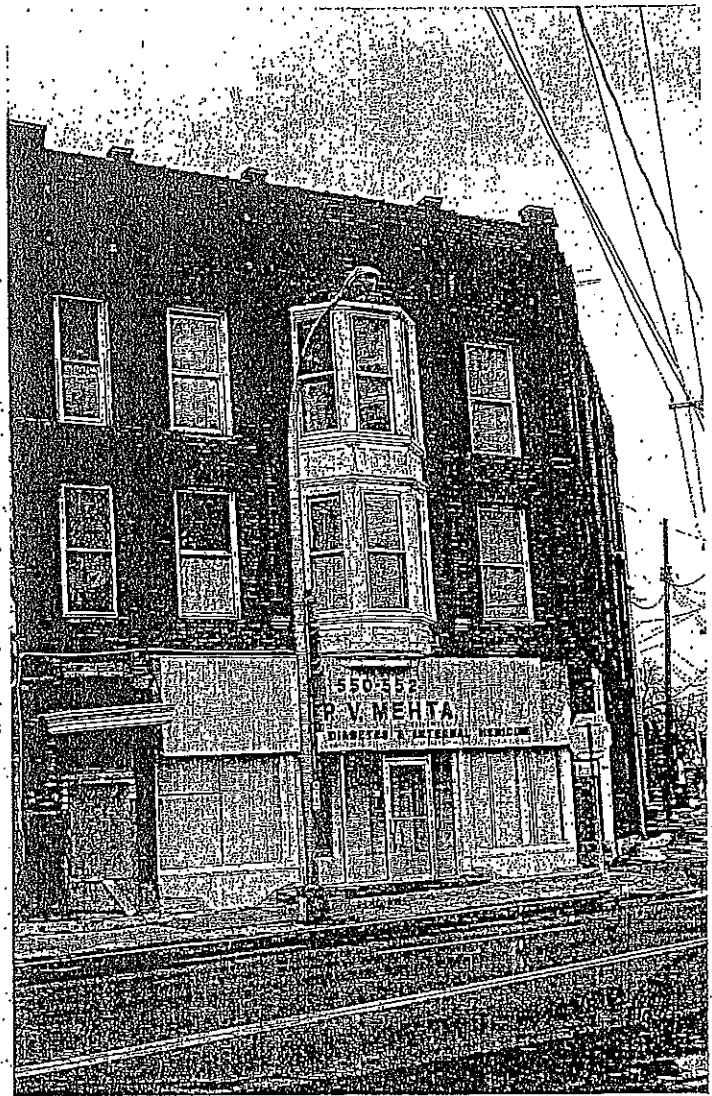
Area: 7104 sq ft.

Frontage: Main Street

Utilities: All public utilities are available

Zoning: C2-A: The Traditional Commercial District is intended to allow for a mix of residential and commercial uses along major travel corridors.

Assessed Value: \$99,166



550 Main Street is perched on a rising elevation from the Falls of Niagara with clear sightlines that offer a dramatic vista of mist billowing from the thundering waters just a few blocks away.

The mixed-use building at 550 Main Street is located on a trapezoidal-shaped lot on the north side of Main Street at the center of the block between Third and Fourth Streets. The building is a three-story Queen Anne with a flat, parapet roof. It is rhomboid in plan and is set on a stone foundation. The exterior walls are brick with a four-bay façade. The bay windows of the upper stories of the façade are accentuated by corbelled pilasters between them that extend slightly above the top of the parapet.

The Cannon Block is significant as a good representative example of a three-story brick Queen Anne commercial/residential building constructed in the late nineteenth century and is Historic Registry Eligible.

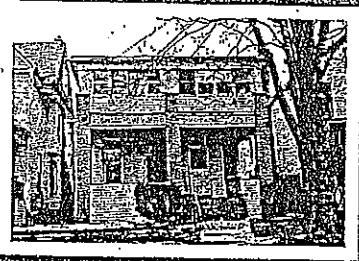
It was built for E.H. Cannon, whose hardware and stove shop occupied the first floor.





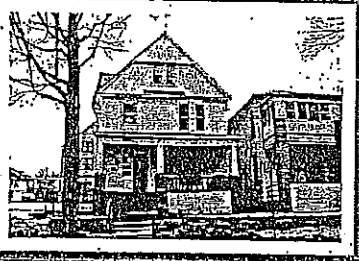
565 Third Street

SBL #: 159.21-1-65
Year Built: 1910
Area: 1992 sq ft
Zoning: R3-C
Assessed Value: \$29,761



569 Third Street

SBL #: 159.21-1-66
Year Built: 1900
Area: 2406 sq ft
Zoning: R3-C
Assessed Value: \$41,904



571 Third Street

SBL #: 159.21-1-67
Year Built: 1900
Area: 2462 sq ft
Zoning: R3-C
Assessed Value: \$34,761

557 Third Street

(Vacant Lot)

SBL #: 159.21-1-63
Year Built: n/a
Area: 3200 sq ft
Zoning: R3-C
Assessed Value: \$2,222.22

571 Third Street

(Vacant Lot)

SBL #: 159.21-1-64
Year Built: n/a
Area: 3200 sq ft
Zoning: R3-C
Assessed Value: \$2,222.22

***R3-C Zoning:**
High Density: This sub-district is intended primarily for residential development, primarily apartments and townhouses, but including single and two family dwellings. Limited commercial uses may be permitted.



Short Term (Vacation) Rental Ordinance

The City Of Niagara Falls passed an ordinance in 2017 authorizing short term rentals in single and two family homes. A permit is required to operate such an establishment. Questions on the ordinance and permitting process should be directed to:

Mr. Patrick Ciccarelli, Chief Code Enforcement\Sign & Zoning Officer at 716.286.4387

Potential Incentives

Dependent upon available funding the City of Niagara Falls may be able provide qualified businesses in the City of Niagara Falls a variety of programs, which can assist in opening a new business or an existing business in its plans to expand. The object of these programs is to stimulate growth in the business and local economy through job creation or retention, broaden the City's tax base, and generate new business for years to come.

For full program guidelines please visit:

<http://www.developnf.org/wp-content/uploads/2016/08/NFC-Guidebook-10.5.16.pdf>

Contact the City of Niagara Falls Office of Business Development at 716.286.4480 or anthony.vilardo@niagarafallsny.gov for specific questions.

USA Niagara: USA Niagara Development Corporation, a subsidiary of Empire State Development Corporation, is solely dedicated to the support and promotion of economic development initiatives in Niagara Falls by leveraging private investment and encouraging growth and renewal of the tourism industry in the City of Niagara Falls.

USA Niagara Contact Number: 716.284.2556

Federal Investment Historic Tax Credit Program for Income Producing Properties: Owners of income producing real properties listed on the National Register of Historic Places may be eligible for a 20% federal income tax credit for the substantial rehabilitation of historic properties.

New York State Historic Tax Credit Program for Income Producing Properties: This tax credit must be used with the Federal Investment Tax Credit Program for Income Producing Properties. Owners of income producing properties that have been approved to receive the 20% federal rehabilitation tax credit automatically qualify for the additional state tax credit if the property is located in an eligible census tract and the Part 2 and Part 3 state fees have been paid.

Visit the New York State Parks, Recreation & Historic Preservation at <http://www.nysparks.com/shpo/tax-credit-programs/> to learn more about both the federal and state incentives.



REQUIRED PROPOSAL CONTENTS

Proposals should contain specific information organized as follows:

1.) Cover Letter/Executive Summary

Provide an overview of major contents of the proposal, at a minimum including:

- Overview of proposed Development team;
- Narrative summarizing the overall proposal; and
- Table summarizing proposed uses by type.

2.) Proposer Team

Provide a description of the Proposer Team, with a complete organizational chart of key team members. If applicable, descriptions of team member companies (particularly proposed architectural, engineering, contracting professionals, etc.), including:

- Names, addresses, email, and telephone numbers of those individuals who may be contacted during the period of the proposal's evaluation
- Resumes of key professionals (no more than one page in length).
- List and describe past projects, including cost of development, with drawings and photos.

3.) Development Plan

Provide a Development Plan that fully describes the proposed actions to be undertaken. Identify properties, building(s), and any other improvements proposed to integrate these elements with the setting surrounding the Site. The Development Plan must include the following elements:

- A written description of the proposed development, including:
 - An overview of the anticipated target market(s) that the development is intended to capture.
 - Proposed uses in the development program, even if preliminary, specifying square footages by use or type, and any other appropriate descriptive measures.
 - An explanatory statement that describes how the project's improvements and operations are consistent with objectives for downtown Niagara Falls as specified in the Niagara Falls Comprehensive Plan and in accordance with applicable regulations contained with the city's Zoning Ordinance and Urban Design Standards.
- A series of graphic depictions of the proposed development, including, but not limited to: An overall conceptual site plan (to scale), indicating, where applicable, proposed building footprints, internal site access (internal drives, walkways, etc.) and proposed frontage improvements (sidewalks, landscaping, etc.), as well as the relationship of these site elements to components in adjoining street rights-of-way and to existing buildings/structures/site components on adjacent parcels.



- Typical, to-scale, ground-level and upper-level(s) floor plans (i.e., conceptual) indicating primary uses and gross square footages.
- Typical building elevations noting proposed architectural details and types of materials, which should demonstrate a consistency with urban design and zoning standards.
- A description of the proposed ownership/management structure post-construction.
- Project timetable, including dates for obtaining financing, closing, start, and completion of construction.

4.) Financial Plan

Each proposal must include sufficient data to evidence that the proposed (re) development and operation of the Site will be successfully accomplished by the Proposer Team and achieve the objectives of this RFP. The Financial Plan show all anticipated sources and uses of funding but in particular the Proposer's equity, amounts, and any terms and conditions of financing —if applicable.

The proposal's Financial Plan must include detailed pro-forma financial projections, with supporting calculations, for ten (10) years that includes the following information:

- An offer/bid for the parcel(s)/properties comprising the proposed Project;
- Estimated costs associated with capital improvements and investments;
- Projected operating revenues;
- Projected operating/maintenance expenses and net operating income;
- Local property tax payments;
- Debt service payments on any short-term or long-term financing for improvements; and
- Projected or targeted internal rate of return (IRR).
- Sources and amounts of financing and proposers' equity to be invested in the development and operation of the Site; and
- Evidence of financing consistent with sources and uses, including but not limited to: expressions of interest from lenders, letters of credit, and performance bonding capacity.
- A proposed Financial Plan shall not assume any form of City, State, and/or other agency funding assistance in the 10-year pro forma other than assistance that would be generally available, or prescribed in this document, from existing programs/sources for which the developer may be readily entitled or eligible to apply (e.g., Historic Tax Credits).

5.) Written Commitment to Community Benefits Agreement

- On June 7, 2017 via Executive Pronouncement the City of Niagara Falls adopted a policy of negotiating community benefits on Economic Development projects in excess of \$1,000,000 that receive financial assistance from the City. See Addendum A for the Pronouncement



SELECTION CRITERIA

The City, in its sole discretion, will evaluate the proposals on the following basis:

1. Extent that the proposal represents the *highest and best use* of the land. Extent that the proposed Project is *consistent with or advances policies* in the Niagara Falls Comprehensive Plan and is in conformance with requirements of the Niagara Falls Zoning Ordinance and associated City Urban Design Standards. (15 points)
2. Extent that the proposed Project yields the *highest level of public benefits* such as private taxable investment, new jobs/opportunities, highest return on the land, and external benefits to the City's setting (e.g., expansion of residential and retail choices/offers, and/or quality of life improvements, etc.) with the least amount of public investment. (Please note: The total investment may represent more than one developer's proposal for the site[s].) (15 points)
3. Extent that the proposed development *expresses the following elements*: a) a mixed-use, pedestrian-oriented concept; b) a concept involving the integrated use of multiple parcels available under this RFP; and c) restoration/reuse of the State/National Register-eligible structures; d) creation of non-subsidized/market-rate/workforce housing. (10 points)
4. The *overall quality of a proposed development plan* and the extent that the proposed Project would complement and/or enhance local community development/tourism objectives and other existing/planned development projects. (10 points)
5. Extent that the proposed Project Team *demonstrates a proven record of accomplishment* in successfully completing similar urban redevelopment efforts. (10 points)
6. *Expeditionessness* of the proposed date of completion for the Project (earlier completion will be favored) as well as documentation on the ability to meet the proposed timetable. (Note: Construction for any phase of a proposed Project should commence no later than July 1, 2018) (10 points)
7. The *quality of the overall financial plan and positive impact* of the proposal, including:
 - a. The use of reasonable and attributable assumptions;
 - b. The level of proposed private investment;
 - c. The level of demonstrated financial capacity to realize the proposed Project, documented through sources such as, but limited to expressions of interest from lenders, letters of credit, and/or performance bonding capacity; and
 - d. Projected long-term economic benefits to the local community (e.g., property/sales/bed tax revenues, job creation, etc.). (20 points)
8. Extent to which the proposer is willing to enter into a Community Benefits Agreement (10 points)
Please see Appendix A for details

