

Redacted

FORM APPLICATION FOR FINANCIAL ASSISTANCE
TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY

PROJECT APPLICATION

6/16

DATE: December 31, 2020

APPLICATION OF: Gabrielli Inwood LLC
Name of Owner and/or User of Proposed Project

ADDRESS: 153-20 South Conduit Avenue, Jamaica, NY 11434
c/o Gabrielli Truck Sales, Ltd.

CONTACT: Paul Avvento

PHONE NUMBER: _____

EMAIL ADDRESS: _____

FAX NUMBER: _____

Type of Application: ☐ Tax-Exempt Bond ☐ Taxable Bond
☒ Straight Lease ☐ Refunding Bond
☐ Special Straight Lease

*Town of Hempstead Industrial Development Agency
350 Front Street, Room 234A
Hempstead, New York 11550
516-489-5000 extension 4200*

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Part I: Owner & User Data

I. Owner Data:

A. Owner (Applicant for assistance): Gabrielli Inwood LLC

Address: 153-20 South Conduit Avenue, Jamaica, NY

11434 c/o Gabrielli Truck Sales, Ltd

Federal Employer ID #: _____ Website: _____

Owner Officer Certifying Application: Armando Gabrielli

Title of Officer: Managing Member

Phone Number: _____ E-mail: _____

B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☒ (*limited liability company*)

Public Corporation ☐ Listed on _____

State of Incorporation/Formation: New York

C. Nature of Business:

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____"; or "real estate holding company")

Please see Rider Part I, 1C

D. Owner Counsel:

Firm Name: Davidoff Hutcher & Citron LLP

Address: 605 Third Avenue
New York, New York 10158

Individual Attorney: Jeffrey Citron / Steven John Sedlitz

Phone Number: _____ E-mail: _____

E. Principal Stockholders, Members or Partners, if any, of the Owner (5% or more equity):

Name

Percent Owned

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part I

1.C. Gabrielli Inwood LLC ("Gabrielli Inwood") is a real estate holding company. The property's tenant, Gabrielli Trucks Sales, Ltd., is a commercial truck dealership with a high concentration of service repairs and custom fabrication.

<u>Gabrielli JFK Associates LLC</u>	<u>100% equity owner of Owner</u>
<u>Amedeo Gabrielli</u>	<u>Managing Member</u>
<u>Armando Gabrielli</u>	<u>Managing Member</u>

F. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, member, officer, director or other entity with which any of these individuals is or has been associated with:

i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

No

ii. been convicted of a felony, or misdemeanor, or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

No

G. If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.

Please see Gabrielli Affiliates attachment.

H. Is the Owner related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

Please see ownership attachment.

I. List parent corporation, sister corporations and subsidiaries:

Please see Gabrielli Affiliates attachment.

J. Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village,

Gabrielli Affiliates

NAME	EIN
Two Gabrielli Brothers Medford, LLC	
Gabrielli Brookville LLC	
Gabrielli Conner Street LLC	
Gabrielli Holding Co.	
Gabrielli Ford Truck Sales and Service Inc.	
Gabrielli Ford Truck Sales of JFK	
Gabrielli Management Co. Inc. (Banking)	
Gabrielli Truck Sales LTD	
Long Island Kenworth Inc.	
Gabrielli Horseblock Associates, LLC	
Gabrielli Hutchinson LLC	
Gabrielli JFK Associates LLC	
Gabrielli Kenworth of NJ LLC	
Gabrielli Liberty Ave LLC	
Gabrielli NJ Realty LLC	
Gabrielli Realty Co. Inc.	
Gabrielli Realty of CT LLC	
Gabrielli Realty of Milford CT LLC	
Gabrielli Truck Leasing LLC	
Gabrielli Truck Sales Ltd.	
Gabrielli Truck Sales of CT LLC	
Bridge-Haven Ford Truck Sales, Inc.	
d/b/a Gabrielli Truck Sales of Milford CT	
Gabrielli Platinum Court, LLC	
112 Prospect Ave LLC	
Gabrielli 890 LLC	

or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

Please see Rider Part I, Rider 1J

K. List major bank references of the Owner:

HSBC Bank USA, 534 Broad Hollow Road, Suite 120, Melville, NY 11747

for Corporate Banking Manager

2. User Data

*** (for co-applicants for assistance or where a landlord/tenant relationship will exist between the owner and the user) ***

A. User (together with the Owner, the "Applicant"): Gabrielli Truck Sales, Ltd.

Address: 153-20 South Conduit Avenue

Jamaica, NY 11434

Federal Employer ID #: _____

Website: gabriellitruck.com

NAICS Code: _____

User Officer Certifying Application: Armando Gabrielli

Title of Officer: President

Phone Number: _____

E-mail: _____

B. Business Type:

Sole Proprietorship ☐

Partnership ☐

Privately Held ☒

(Corporation)

Public Corporation ☐

Listed on _____

State of Incorporation/Formation: New York

C. Nature of Business:

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____"; or "real estate holding company")

Please see Rider Part I, Rider 2C

D. Are the User and the Owner Related Entities? Yes ☒

No ☐

i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part I

1.J. Gabrielli Inwood and the Town of Hempstead Industrial Development Agency (the "IDA") are parties to that certain Lease Agreement, dated as of February 1, 2015 (the "IDA Lease") in connection with the project facility located at 31 Alameda Street, Inwood, New York 11096 (the "Existing Project").

2.C. Gabrielli Inwood LLC ("Gabrielli Inwood") is a real estate holding company. The property's tenant, Gabrielli Trucks Sales, Ltd., is a commercial truck dealership with a high concentration of service repairs and custom fabrication.

ii. If no, please complete all questions below.

E. User's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____

E-mail: _____

F. Principal Stockholders or Partners, if any (5% or more equity):

Name	Percent Owned
<u>Armando Gabrielli</u>	<u>50%</u>
<u>Amedeo Gabrielli</u>	<u>50%</u>
_____	_____

G. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, officer, director or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

n/a

- ii. ever been convicted of a felony or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

n/a

H. If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.

n/a

- I. Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

n/a

- J. List parent corporation, sister corporations and subsidiaries:

Please see Gabrielli Affiliates attachment.

- K. Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

Please see Rider Part I, Rider 1J.

- L. List major bank references of the User:

See above.

Part II – Operation at Current Location

*** (if the Owner and the User are unrelated entities, answer separately for each) ***

1. Current Location Address: 31 Alameda Street, Inwood, NY 11096
2. Owned or Leased: Owned (Subject to Existing Project)
3. Describe your present location (acreage, square footage, number buildings, number of floors, etc.):
Existing building is 4,098 square feet, one story industrial building
4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:
Distributor of Class 3-8 Trucks, Truck Parts and service of trucks.

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part I

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Gabrielli Affiliates

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Gabrielli Truck Sales LTD	
Long Island Kenworth Inc.	
Gabrielli Horseblock Associates, LLC	
Gabrielli Hutchinson LLC	
Gabrielli JFK Associates LLC	
Gabrielli Kenworth of NJ LLC	
Gabrielli Liberty Ave LLC	
Gabrielli NJ Realty LLC	
Gabrielli Realty Co. Inc.	
Gabrielli Realty of CT LLC	
Gabrielli Realty of Milford CT LLC	
Gabrielli Truck Leasing LLC	
Gabrielli Truck Sales Ltd.	
Gabrielli Truck Sales of CT LLC	
Bridge-Haven Ford Truck Sales, Inc.	
d/b/a Gabrielli Truck Sales of Milford CT	
Gabrielli Platinum Court, LLC	
112 Prospect Ave LLC	
Gabrielli 890 LLC	

5. Are other facilities or related companies of the Applicant located within the State?
Yes ☒ No ☐

A. If yes, list the Address: Please see Rider Part II, 5

6. If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? Yes ☐ No ☒

A. If no, explain how current facilities will be utilized: _____

Please see Rider Part II, 6A

- B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

7. Has the Applicant actively considered sites in another state? Yes ☐ No ☒

A. If yes, please list states considered and explain: _____

8. Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes ☐ No ☒

A. Please explain: _____

9. Number of full-time equivalent employees at current location and average salary: _____

Part III – Project Data

I. Project Type:

- A. What type of transaction are you seeking?: (Check one)

Straight Lease ☒ Taxable Bonds ☐ Tax-Exempt Bonds ☐
Equipment Lease Only ☐

- B. Type of benefit(s) the Applicant is seeking: (Check all that apply)

Sales Tax Exemption ☒ Mortgage Recording Tax Exemption ☒

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part II

- 5. (a) 153-20 South Conduit Avenue, Jamaica, NY
- (b) 3333 Conner Street, Bronx, NY
- (c) 880 South Oyster Bay Road, Hicksville, NY
- (d) 3180-3200 Horseblock Road, Medford, NY
- (e) 5501 Hutchinson Avenue, Bronx, NY
- (f) 181-25 Easter Road, Queens, NY

6A. The increased volume of Gabrielli's business at the existing facility, as well as other facilities owned or leased by Gabrielli, has caused the facility to become overburdened. Therefore, it is essential for the Company to obtain more space. IDA assistance is critical to the financial success of the Company's operations. By approving Gabrielli's project, it will allow Gabrielli to meet and exceed the employment thresholds required in the Existing Project.

PILOT Agreement: ☒

2. Location of project:

A. Street Address: 31 Alameda Street, Inwood, NY 11096

B. Tax Map: District 15 Section 40 Block L Lot(s) 2597

C. Municipal Jurisdiction:

- i. Town: Hempstead
- ii. Village: n/a
- iii. School District: Lawrence #15

D. Acreage: 3.43

3. Project Components (check all appropriate categories):

A. Construction of a new building ☐ Yes ☒ No

i. Square footage: _____

B. Renovations of an existing building 4098 sq ft ☒ Yes ☐ No

i. Square footage: _____

C. Demolition of an existing building

i. Square footage: _____

D. Land to be cleared or disturbed ☒ Yes ☐ No

i. Square footage/acreage: 139,392 sq ft (3.20 acres)

E. Construction of addition to an existing building ☒ Yes ☐ No

i. Square footage of addition: 20,230 sq ft

ii. Total square footage upon completion: 24,192 sq ft

F. Acquisition of an existing building ☐ Yes ☒ No

i. Square footage of existing building: _____

G. Installation of machinery and/or Equipment ☒ Yes ☐ No

i. List principal items or categories of equipment to be acquired: _____

Air Compressors, Automated Lube Systems, and 25-30 mechanic tool boxes

4. Current Use at Proposed Location:

A. Does the Applicant currently hold fee title to the proposed location? Yes, as well as the ICH

i. If no, please list the present owner of the site: _____

B. Present use of the proposed location: Truck repairs and service

C. Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) ☒ Yes ☐ No

i. If yes, explain: Please see Rider, Part III, 4C

D. Is there a purchase contract for the site? (if yes, explain): ☐ Yes ☒ No

E. Is there an existing or proposed lease for the site? (if yes, explain): ☒ Yes ☐ No

The existing IDA Lease, which closed on or about February 1, 2015.

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Please see Rider Part III, 5A

B. Proposed product lines and market demands: _____

Truck repairs and service.

C. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

n/a

D. Need/purpose for project (e.g., why is it necessary, effect on Applicant's business):

Please see Rider Part III, 5D

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes ☐ No ☒

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part III

4.C. The applicant desires to amend the Existing Project in order to freeze the current PILOT for 3 years, obtain a new PILOT for an additional 10-year period, obtain sales tax benefits for the expansion contemplated in this application, and receive a mortgage recording tax exemption in the event applicant desires to finance its construction project. Due to the fact that the building will not be able to be occupied during the duration of its expansion project, Gabrielli's employees at the current project site will need to be temporarily relocated during the period of construction.

5.A. Applicant intends to use the project site to expand its service and repair operations, including truck warranty and repairs for governmental agencies (such as Nassau County). Without the expansion, Gabrielli will not be able to continue to repair custom fabrication of trucks in a timely manner. Gabrielli has outgrown its existing facility and needs the expansion in order to be able to service customer vehicles.

5.D. As set forth in Answer 5A above, Gabrielli needs to expand its operations due to the stress that the building size is having on its existing operations and its other facilities.

Gabrielli entered into the existing project in 2015 with the expectation that it would be able to submit building applications with the Hempstead Buildings Department (the "HBD") and obtain approvals for its initial construction project within one (1) year. Unfortunately, for reasons beyond Gabrielli's control, there have been many delays in obtaining approvals with HBD. Within 8 months of entering into the IDA Lease, Gabrielli's architect, H2M, submitted its initial building application. However, Gabrielli's building application was not approved until October 15 of 2019, which is four years after its original building application submittal. Due to the HBD's delay, Gabrielli was not able to employ the 50 employees that it covenanted to employ by 2019. Although Gabrielli was not able to employ 50 employees by the close of 2019, up until such date, Gabrielli had always met or exceeded the IDA's employment threshold for the Existing Project. Of course, the employment of 50 employees was always predicated on the expansion described in its original IDA Application.

Gabrielli's prior IDA Application in connection with the existing IDA Project contemplated renovations and an expansion of the existing building by 10,000 square feet. During the delay in obtaining HBD approvals, Gabrielli reassessed its business operations and needs at the project site. Gabrielli determined that it makes much more sense to expand the facility much more than what was contemplated with the Existing Project. Gabrielli has obtained approval from the HBD to construct a 20,230 square foot building extension, which is more than double the size of what was originally planned. The larger expansion will allow Gabrielli to not only employ the 50 employees it originally promised, but it will actually be able to employ a total of 75-80 employees by year 2023. This would be a significant benefit for the Hempstead community. The expected cost for the new expansion is expected to cost \$7,200,000.00.

- i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location? _____

6. Project Work:

A. Has construction work on this project begun? If yes, complete the following:

i. Site Clearance:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% COMPLETE <u>0</u>
ii. Foundation:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% COMPLETE <u>0</u>
iii. Footings:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% COMPLETE <u>0</u>
iv. Steel:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% COMPLETE <u>0</u>
v. Masonry:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% COMPLETE <u>0</u>
vi. Other:	_____		

B. What is the current zoning?: Industrial "Y"

C. Will the project meet zoning requirements at the proposed location?

Yes ☒ No ☐

D. If a change of zoning is required, please provide the details/status of the change of zone request: _____

E. Have site plans been submitted to the appropriate planning department? Yes ☒ No ☐

7. Project Completion Schedule:

A. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: n/a

ii. Construction/Renovation/Equipping: March 1, 2020

B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: 1 year

Part IV – Project Costs and Financing

1. Project Costs:

A. Give an accurate estimate of cost necessary for the acquisition, construction, renovation, improvement and/or equipping of the project location:

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ <u>3,325,000.00</u>
Building(s) demolition/construction	\$ <u>6,298,000</u>
Building renovation	\$ <u>146,500.00</u>
Site Work	\$ <u>943,515.00</u>
Machinery and Equipment	\$ <u>100,000.00</u>
Legal Fees	\$ <u>35,000.00</u>
Architectural/Engineering Fees	\$ <u>250,000.00</u>
Financial Charges	\$ <u>-</u>
Other (Specify)	\$ <u></u>
Total	\$ <u>11,098,015.00</u>

2. Method of Financing:

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ <u></u>	<u></u> years
B. Taxable bond financing:	\$ <u></u>	<u></u> years
C. Conventional Mortgage:	\$ <u>2,450,000</u>	<u>10</u> years
D. SBA (504) or other governmental financing:	\$ <u></u>	<u></u> years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ <u></u>	
F. Other loans:	\$ <u></u>	<u></u> years
G. Owner/User equity contribution:	\$ <u>8,648,015.00</u>	<u></u> years

Total Project Costs \$ 11,098,015.00

i. What percentage of the project costs will be financed from public sector sources?

N/A.

3. Project Financing:

A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes ☒ No ☐

i. If yes, provide detail on a separate sheet.

1. The Purchase of the property of \$3,325,000.00
Less ^{cash} mortgage of \$2,450,000.00, Balance of
\$898K as of 12/31/19.
2. Demolition of \$146,500.00
3. Legal Fees of \$35,000.00
4. Architectural Fees

- B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

No

- C. Will any of the funds borrowed through the Agency be used to repay or refinance an existing mortgage or outstanding loan? Give details:

n/a

- D. Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:

n/a

Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

- A. Mortgage Amount for exemption (include sum total of construction/permanent/bridge financing):

\$ See Rider

- B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and ____ %):

\$ 0

2. Sales and Use Tax Benefit:

- A. Gross amount of costs for goods and services that are subject to State and local Sales and Use Tax (such amount to benefit from the Agency's exemption):

\$ 3,500,000

- B. Estimated State and local Sales and Use Tax exemption (product of ____ % and figure above):

\$ 301,000

- C. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in "B" above:

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part V

1. It is possible that Gabrielli may require mortgage recording tax benefits in the future.

i. Owner: \$ _____

ii. User: \$ _____

3. Real Property Tax Benefit:

A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit: n/a

B. Agency PILOT Benefit:

i. Term of PILOT requested: 10 years extended from current pilot

ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

*** This application will not be deemed complete and final until Exhibit A hereto has been completed and executed. ***

Part VI – Employment Data

1. List the Applicant's and each users present employment, and estimates of (i) employment at the proposed project location at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area* ("LMA") that would fill the full-time and part-time jobs at the end of the second year following completion:

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	<u>19</u>	<u>19</u>	<u>50</u>	<u>2</u>
Part-Time**	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>

* The Labor Market Area includes the County/City/Town/Village in which the project is located as well Nassau and Suffolk Counties.

** Agency staff converts Part-Time jobs into FTEs for state reporting purposes by dividing the number of Part-Time jobs by two (2).

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Salary Wage Earners	\$ 14,500.00	17,506.00
Commission Wage Earners	0	0
Hourly Wage Earners	\$ 23.00 - 41.00 per hour	17,506.00
1099 and Contract Workers	N/A	

Note: The Agency reserves the right to visit the facility to confirm that job creation numbers are being met.

Part VII – Representations, Certifications and Indemnification

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)

Yes ☐ No ☒

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices? (if yes, furnish details on a separate sheet)

Yes ☐ No ☒

3. Is there a likelihood that the Applicant would not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)

Yes ☐ No ☒

Please see Rider Part VII, 3

4. If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?

Please see Rider Part VII, 4

RIDER TO TOWN OF HEMPSTEAD IDA CORE BENEFITS APPLICATION

Part VII

3. In the event Gabrielli does not receive Agency assistance, then Gabrielli will be forced to consider moving all of its Inwood operations to either a new location or other facilities that Gabrielli owns in the Tri-State area, including the state of the art facilities that Gabrielli is building on Hutchinson Avenue in the Bronx and Eastern Road in Queens. Agency assistance is critical to the financial success of Gabrielli's operations. Gabrielli faces stiff competition from companies located outside of New York State. These entities service many of the same customers and enjoy the financial advantage of locating and expanding their operations into areas outside of the state where the costs of acquisition, construction and operation are significantly lower. The savings afford Gabrielli's competitors an economic advantage regarding the ability to fix pricing at extremely competitive rates.

Under these circumstances, Agency assistance is critical to the Company's ability to maintain and grow its business.

4. As stated above, without IDA financial assistance, it will not make financial sense for Gabrielli to remain at its present Inwood location. Gabrielli will be forced to move its Inwood operations to the other locations which Gabrielli is building state of the art facilities, as well as look to purchase additional land in other parts of the Tri-State area. Accordingly, the Town of Hempstead would not enjoy the economic benefits that Gabrielli would bring to the area, including substantial job growth and tax revenue.

5. The 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.

Initial PA

6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, 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 and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the "Referral Agencies"). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies

Initial PA

7. 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.

Initial PA

8. 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.

Initial PA

9. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial PA

10. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which 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 within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Initial PA

11. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial PA

12. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

Initial PA

13. The Applicant confirms and hereby acknowledges it has received the Agency's [Construction Wage] Policy attached hereto as Schedule B and agrees to comply with the same.

Initial PA

14. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's [Recapture and Termination] Policy, attached hereto as Schedule C.

Initial PA

Part VIII – Submission of Materials

1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
3. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
4. In addition, please attach the financial information described in Items A, B, and C of any expected guarantor of the proposed bond issue.
5. Completed Long Environmental Assessment Form.
6. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please remove the employee Social Security numbers and note the full-time equivalency for part-time employees.

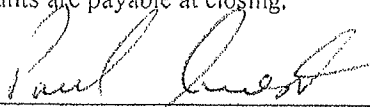
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Part IX – Certification

Paul Arvento (name of representative of company submitting application) deposes and says that he or she is the CFO (title) of GABRIEL TRUCK SALES, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as information acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

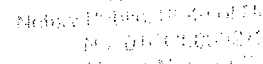
As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the [] Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act 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 Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.



Representative of Applicant

Sworn to me before this 7
Day of JANUARY, 20 20

(seal)

Notary Public in and for the State of New York
My Comm. Expires 12/31/2027
On 01/14/23 at New York County, New York

Donnell Ryle

Cost-Benefit Analysis for Gabrielli Inwood, LLC (EXPANSION)

Prepared by Hempstead IDA using InformAnalytics

Executive Summary

INVESTOR
Gabrielli Inwood, LLC

TOTAL INVESTED
\$11.1 Million

LOCATION
**31 almeda street,
inwood, new york**

TIMELINE
10 Years

FIGURE 1

Discounted* Net Benefits for Gabrielli Inwood, LLC (EXPANSION) by Year

Total Net Benefits: \$348,053,000

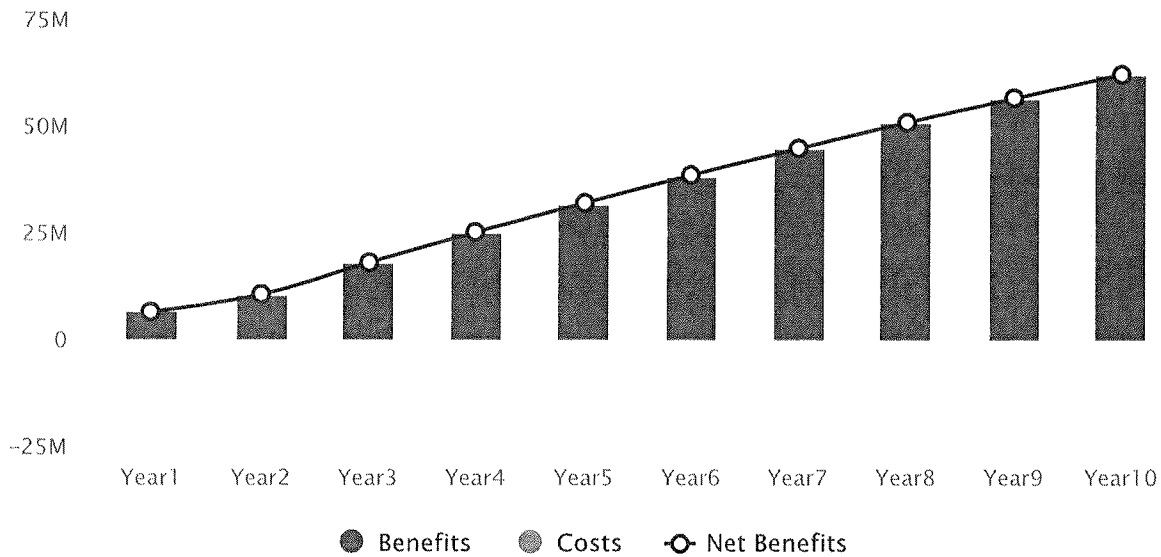


FIGURE 2

Total Jobs

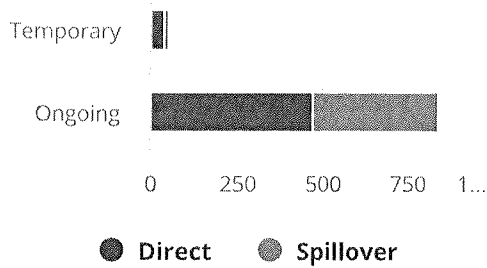
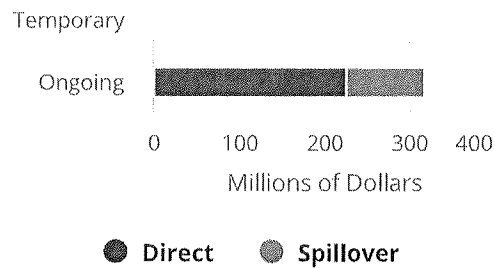


FIGURE 3

Total Payroll



Proposed Investment

Gabrielli Inwood, LLC proposes to invest \$11.1 million at 31 almeda street, inwood, new york over 10 years. Hempstead IDA staff summarize the proposed with the following: The applicant seeks to expand the current facility which is part of the PILOT program with the TOH IDA. The applicant intends to expand the facility by 10,000 square feet for a total of 20,230 square feet. With the increase of space this will also increase Gabrielli's employment figure. The applicant requires the expansion because it has outgrown its current facility, and will use the extra space to repair and service governmental agency vehicles.

TABLE 1

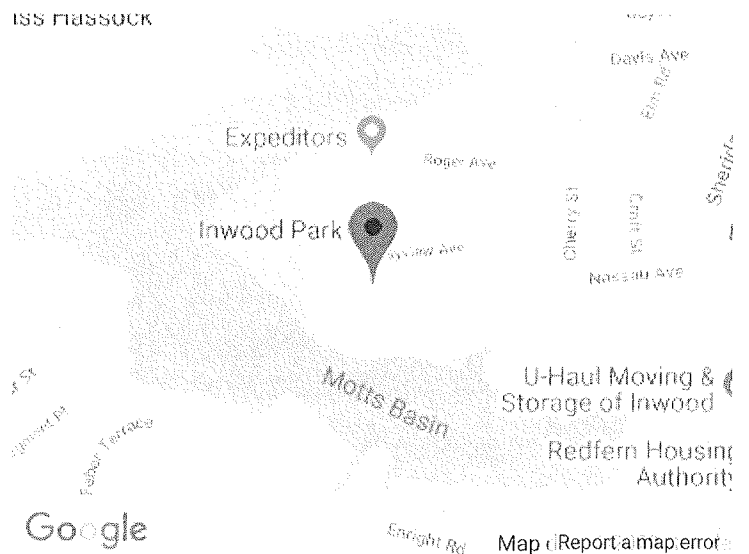
Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
	\$6,298,000
OTHER SPENDING	
Land Work	\$3,325,000
Renovations	\$147,000
Site Work	\$944,000
Machinery	\$100,000
Legal Fees	\$35,000
Architectural	\$250,000
Total Investments	\$11,098,000
Discounted Total (2%)	\$11,098,000

May not sum to total due to rounding.

FIGURE 4

Location of Investment



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 Hempstead IDA. 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

Hempstead IDA is considering the following incentive package for Gabrielli Inwood, LLC.

Description	Nominal Value	Discounted Value*
Sales Tax Exemption	\$306,000	\$306,000
Total Costs	\$306,000	\$306,000

May not sum to total due to rounding.
* Discounted at 2%



TABLE 3

State & Regional Impact (Life of Project)

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

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$261,544,000	\$106,106,000	\$367,650,000
To Private Individuals	\$257,613,000	\$104,708,000	\$362,320,000
Temporary Payroll	\$2,608,000	\$732,000	\$3,340,000
Ongoing Payroll	\$255,004,000	\$103,976,000	\$358,980,000
To the Public	\$3,931,000	\$1,398,000	\$5,329,000
Property Tax Revenue	\$339,000	N/A	\$339,000
Temporary Sales Tax Revenue	\$35,000	\$10,000	\$45,000
Ongoing Sales Tax Revenue	\$3,406,000	\$1,389,000	\$4,794,000
Purchases Sales Tax Revenue	\$151,000	N/A	\$151,000
STATE BENEFITS	\$18,748,000	\$6,430,000	\$25,178,000
To the Public	\$18,748,000	\$6,430,000	\$25,178,000
Temporary Income Tax Revenue	\$134,000	\$38,000	\$172,000
Ongoing Income Tax Revenue	\$15,508,000	\$5,183,000	\$20,691,000
Temporary Sales Tax Revenue	\$30,000	\$8,000	\$39,000
Ongoing Sales Tax Revenue	\$2,946,000	\$1,201,000	\$4,147,000
Purchases Sales Tax Revenue	\$131,000	N/A	\$131,000
Total Benefits to State & Region	\$280,292,000	\$112,536,000	\$392,828,000
Discounted Total Benefits (2%)	\$248,610,000	\$99,749,000	\$348,359,000

May not sum to total due to rounding.

TABLE 4

Benefit to Cost Ratio

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

Description	Benefit*	Cost*	Ratio
Region	\$326,023,000	\$164,000	1985:1
State	\$22,336,000	\$142,000	157:1
Grand Total	\$348,359,000	\$306,000	1137:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the 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.