

August 21, 2025

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PITTSFORD, NEW YORK 14534
585.419.8800

STEPHEN J. MAIER
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VIA CERTIFIED MAIL
#9489-0090-0027-6674-8610-97

Town and Village of Bath
Attn: Assessor
110 Liberty Street #103
Bath, New York 14810

Re: Steuben County Industrial Development Agency (the "Agency") and
Dana Lyon Apartments, L.P. (the "Company")

First Amendment to Tax Agreement and NYS Form RP-412-a, "Application
for Real Property Tax Exemption"

Property: 208 Liberty Street, Town and Village of Bath, Steuben County
S/B/L: 159.09-01-060.110

Dear Assessor:

Reference is hereby made to that certain Tax Agreement, dated as of December 1, 2024 (the "Tax Agreement"), by and between Steuben County Industrial Development Agency (the "Agency") and Dana Lyon Apartments, L.P. (the "Company"), which Tax Agreement was previously filed with your office.

The Agency and the Company have executed a certain First Amendment to Tax Agreement, dated as of July 1, 2025, a copy of which is enclosed for your reference, for the purpose of amending Section 1.1(C)(i), Section 1.1(C)(ii)(c) and Schedule A of the Tax Agreement. An original, signed "Application for Real Property Tax Exemption" on NYS Form RP-412-a relating to the First Amendment to Tax Agreement is likewise enclosed for your files.

Town and Village of Bath Assessor
August 21, 2025
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Should you have questions, please contact me at (585) 419-8959.

Very truly yours,

A handwritten signature in dark ink, reading "Stephen J. Maier". The signature is fluid and cursive, with the first name "Stephen" and last name "Maier" clearly legible.

Stephen J. Maier

SJM:aa

Enclosures

cc: Chief Elected Officials of Affected Tax Jurisdictions
Listed on Schedule A Attached Via USPS Certified Mail

Schedule A

#9489 0090 0027 6674 8595 44

Steuben County Legislature
Attn: Chair
County Office Building
3 East Pulteney Square
Bath, New York 14810

#9489 0090 0027 6674 8595 20

Director of Real Property Tax Services
Steuben County Office Building
3 East Pulteney Square
Bath, New York 14810

#9489 0090 0027 6674 8595 13

Village of Bath
Attn: Mayor
110 Liberty Street
Bath, New York 14810

#9489 0090 0027 6674 8595 90

Bath Central School District
Attn: Board of Education President
25 Ellas Avenue
Bath, New York 14810

#9489 0090 0027 6674 8595 37

Steuben County Administrator
3 East Pulteney Square
County Office Building
Bath, New York 14810

#9489 0090 0027 6674 8616 08

Town of Bath
Attn: Town Supervisor
110 Liberty Street #103
Bath, New York 14810

#9489 0090 0027 6674 8595 06

Bath Central School District
Attn: Superintendent
25 Ellas Avenue
Bath, New York 14810

#9489 0090 0027 6674 8595 83

Bath Central School District
Attn: District Clerk
25 Ellas Avenue
Bath, New York 14810



NYS BOARD OF REAL PROPERTY SERVICES

AMENDED

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES APPLICATION FOR REAL PROPERTY TAX EXEMPTION (Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Steuben County Industrial Development Agency
Street PO Box 393, 7234 Route 54 North
City Bath, New York 14810
Telephone no. Day (607)-776-3316
Evening ()
Contact James C. Johnson
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Dana Lyon Apartments, L.P.
Street 1150 Buffalo Road
City Rochester, New York 14624
Telephone no. Day (585) 529-9559
Evening ()
Contact Mark M. Greisberger
Title President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 159.09-01-060.110
b. Street address 208 Liberty Street
c. City, Town or Village (T) of Bath; (V) of Bath
d. School District Bath CSD
e. County Steuben
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Renovation of a vacant school consisting of approximately 49 workforce apartments and approximately 7,478 sf community art center
b. Type of construction Renovation
c. Square footage
d. Total cost
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2042

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached First Amendment to Tax Agreement

- b. Projected expiration date of agreement December 31, 2042

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Steuben</u>	☒	☐
Town/City <u>Bath</u>	☒	☐
Village <u>Bath</u>	☐	☐
School District <u>Bath CSD</u>	☒	☐

d. Person or entity responsible for payment

Name Dana Lyon Apartments, L.P.
 Title Attn: Mark M. Greisberger
 Address 1150 Buffalo Road
Rochester, New York 14624

e. Is the IDA the owner of the property? Yes ☐ No ☒ (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. No. Occupant leases the property and sub-leases the property to the IDA

Telephone _____

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes ☒ No ☐

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 8/21/25 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, James C. Johnson, Executive Director of _____ of _____
 Name Title
Steuben County Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

August 1, 2025

Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special ad valorem levies for which the parcel is liable:

 Date

 Assessor's signature

STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

DANA LYON APARTMENTS, L.P.

AND

PROVIDENCE DANA LYON HOUSING DEVELOPMENT FUND COMPANY, INC.

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of July 1, 2025

Address:

208 Liberty Street
Village of Bath
Steuben County, New York

Affected Tax Jurisdictions:

Steuben County
Town of Bath
Village of Bath
Bath Central School District

Tax Map No:

159.09-01-060.110

FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of July 1, 2025 (the "Effective Date") and is by and between **STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 7234 Route 54, Bath, New York 14810 (the "Agency"), **DANA LYON APARTMENTS, L.P.**, a limited partnership duly formed and validly existing under the laws of the State of New York, with offices at 1150 Buffalo Road, Rochester, New York 14624 (the "Company") and **PROVIDENCE DANA LYON HOUSING DEVELOPMENT FUND COMPANY, INC.**, a Housing Development Fund Company organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, having its principal office at 1150 Buffalo Road, Rochester, New York 14624 (the "HDFC"), as legal owner of the Facility.

WHEREAS, the Company, the HDFC and the Agency entered into that certain Tax Agreement dated as of December 1, 2024 (the "Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Tax Agreement); and

WHEREAS, the parties hereto wish to modify the Tax Agreement pursuant to the terms hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All of the recitals contained above are hereby incorporated herein by reference.
2. Section 1.1(C)(i) of the Tax Agreement is hereby deleted in its entirety and replaced with the following:
 - (i) The Company agrees to pay the PILOT Payment (as hereinafter defined) annually to the Agency, as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing August 15, 2027 and continuing each August 15 thereafter. The PILOT Payment shall be made to the Agency, in arrears, pursuant to the terms and conditions of the invoice the Agency shall send to the Company on an annual basis. The Agency will distribute to the Affected Tax Jurisdictions their respective pro rata share of the PILOT Payment pursuant to Section 858(15) of the General Municipal Law.
3. Section 1.1(C)(ii)(c) of the Tax Agreement is hereby deleted in its entirety and replaced with the following:
 - (c) The PILOT Payments required hereunder shall be made in arrears to the Agency each August 15 during the term hereof. In order to calculate the PILOT Payments, the Company agrees to provide annual audited financial statements to the Agency by March 15 of each year during the term hereof.

4. Schedule A is hereby replaced in its entirety with Schedule A attached hereto as Exhibit A.

5. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.

6. All terms used but not defined herein shall have that meaning given to them in the Tax Agreement.

7. To the extent of any inconsistencies between this Amendment and the Tax Agreement, the terms of this Amendment shall control.

8. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**STEUBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: James C. Johnson
Title: Executive Director

DANA LYON APARTMENTS, L.P.
By: Providence Dana Lyon Apartments, Inc., its
General Partner

By: _____
Name: Mark M. Greisberger
Title: President

**PROVIDENCE DANA LYON HOUSING
DEVELOPMENT FUND COMPANY, INC.**

By: _____
Name: Mark M. Greisberger
Title: President

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**STEUBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: James C. Johnson
Title: Executive Director

DANA LYON APARTMENTS, L.P.

By: Providence Dana Lyon Apartments, Inc., its
General Partner

By:  _____
Name: Mark M. Greisberger
Title: President

**PROVIDENCE DANA LYON HOUSING
DEVELOPMENT FUND COMPANY, INC.**

By:  _____
Name: Mark M. Greisberger
Title: President

EXHIBIT A
SCHEDULE A
TO
TAX AGREEMENT DATED AS OF
DECEMBER 1, 2024 AS AMENDED MAY 1, 2025, BY AND BETWEEN
STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND
DANA LYON APARTMENTS, L.P.
AND
PROVIDENCE DANA LYON HOUSING DEVELOPMENT
FUND COMPANY, INC.

"PILOT Payment" shall mean an amount per annum as set forth below.

Tax Year	Village/School Tax Year	County/Town Tax Year	Total PILOT Payment
Year 1	2026-27	2027	Shelter Rent
Year 2	2027-28	2028	Shelter Rent
Year 3	2028-29	2029	Shelter Rent
Year 4	2029-30	2030	Shelter Rent
Year 5	2030-31	2031	Shelter Rent
Year 6	2031-32	2032	Shelter Rent
Year 7	2032-33	2033	Shelter Rent
Year 8	2033-34	2034	Shelter Rent
Year 9	2034-35	2035	Shelter Rent
Year 10	2035-36	2036	Shelter Rent
Year 11	2036-37	2037	Shelter Rent
Year 12	2037-38	2038	Shelter Rent
Year 13	2038-39	2039	Shelter Rent
Year 14	2039-40	2040	Shelter Rent
Year 15	2040-41	2041	Shelter Rent