



## COLUMBIA COUNTY INDUSTRIAL DEVELOPMENT AGENCY MEETING NOTICE

Notice is hereby given on this 4<sup>th</sup> day of June 2016, to all interested agencies, groups and persons that 8:30 am on the 10<sup>th</sup> day of June 2016, the Columbia County Industrial Development Agency (IDA) will hold their regularly scheduled meeting at their offices located at 4303 US Route 9, Hudson, NY 12534. This meeting will be held to consider all appropriate business brought before it. The meeting is open to the public.

Sarah Sterling  
Secretary  
Columbia County Industrial Development Agency  
Dated June 4, 2016

### IDA Board of Members Agenda

#### Members:

Bob Galluscio	Jim Mackerer
William Gerlach	Sidney Richter
Brian Keeler	Sarah Sterling

1. Minutes, March 31, May 16, and May 26, 2016\*
2. Treasurer's Report\*
3. President/CEO Report
4. Required Documents Review and Approval\*
  - a. Uniform Criteria for the Evaluation of Projects
  - b. Policy Respecting Recapture of Project Benefits
  - c. Application
  - d. Uniform Agency Project Agreement
5. Architectural Cast Stone\*
6. Redburn Development \*
7. Public Comments

#### Attachments:

Minutes, March 31, May 16, and May 26, 2016  
Treasurer's Report  
Uniform Criteria for the Evaluation of Projects  
Policy Respecting Recapture of Project Benefits  
Application  
Uniform Agency Project Agreement  
Redburn Development Application

\* Requires Action

4:24 PM  
06/02/16  
Accrual Basis

**Columbia County IDA**  
**Balance Sheet**  
As of May 31, 2016

	May 31, 16
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
First Niagara Bank	2,177.08
Key Checking	50,209.49
Key Money Market	70,746.77
NUBK - Escrow 2990 Rt 9 Rea...	21,378.38
Key - Escrow BAC Sales, Inc.	35,137.55
Total Checking/Savings	179,649.27
Total Current Assets	179,649.27
Other Assets	
Comm. Park Land Sale Recv.	
Limz	22,379.15
Total Comm. Park Land Sale R...	22,379.15
Total Other Assets	22,379.15
<b>TOTAL ASSETS</b>	<b>202,028.42</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Land Sale Deposit	
HRVH, LLC	
HRVH, LLC Exp.	-1,510.00
Total HRVH, LLC	-1,510.00
Total Land Sale Deposit	-1,510.00
Escrow 2990 Rt 9 Realty	21,378.38
Escrow BAC Sales, Inc.	35,137.55
Total Other Current Liabilities	55,005.93
Total Current Liabilities	55,005.93
Long Term Liabilities	
Due to Col.Cnty Land Sale	
Limz	22,379.15
Total Due to Col.Cnty Land S...	22,379.15
Total Long Term Liabilities	22,379.15
<b>Total Liabilities</b>	<b>77,385.08</b>
Equity	
Fund Balance - Unrestricted	137,459.52
Net Income	-12,816.18
Total Equity	124,643.34
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>202,028.42</b>

4:24 PM  
06/02/16  
Accrual Basis

# Columbia County IDA Profit & Loss Budget vs. Actual January through May 2016

	Jan - May 16	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Comm Prk Prncipal Inc.	3,120.85			
Interest	0.00	14.60	-14.60	0.0%
<b>Land Sale Income</b>				
Land Sale Inc. (Int)	1,304.63			
Land Sale Income - Other	0.00	2,000.00	-2,000.00	0.0%
<b>Total Land Sale Income</b>	<b>1,304.63</b>	<b>2,000.00</b>	<b>-695.37</b>	<b>65.2%</b>
Administration Fee Income	4,500.00	85,000.00	-80,500.00	5.3%
Application and Misc Income	1,000.00	2,000.00	-1,000.00	50.0%
Bank Interest	42.67			
<b>Total Income</b>	<b>9,968.15</b>	<b>89,014.60</b>	<b>-79,046.45</b>	<b>11.2%</b>
<b>Expense</b>				
Comm. Park Land Sale				
Comm Park money to Cou...	3,120.85			
<b>Total Comm. Park Land Sale</b>	<b>3,120.85</b>			
Consultants	0.00	3,125.00	-3,125.00	0.0%
Legal Fees	2,476.50	3,125.00	-648.50	79.2%
Accounting & Audit	8,105.64	10,000.00	-1,894.36	81.1%
Administration/CEDC	6,250.00	9,000.00	-2,750.00	69.4%
Insurance	2,707.00	4,000.00	-1,293.00	67.7%
Office & Misc Exp	124.34	1,041.69	-917.35	11.9%
<b>Total Expense</b>	<b>22,784.33</b>	<b>30,291.69</b>	<b>-7,507.36</b>	<b>75.2%</b>
<b>Net Ordinary Income</b>	<b>-12,816.18</b>	<b>58,722.91</b>	<b>-71,539.09</b>	<b>-21.8%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
PILOT Recelpts	45,012.61			
<b>Total Other Income</b>	<b>45,012.61</b>			
<b>Other Expense</b>				
PILOT Payments	45,012.61			
<b>Total Other Expense</b>	<b>45,012.61</b>			
<b>Net Other Income</b>	<b>0.00</b>			
<b>Net Income</b>	<b>-12,816.18</b>	<b>58,722.91</b>	<b>-71,539.09</b>	<b>-21.8%</b>

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**MINUTES  
COLUMBIA COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY  
BOARD MEETING  
Thursday, March 31, 2016  
4303 Route 9  
Hudson, New York**

The regular meeting of Columbia County Industrial Development Agency held at their offices located at 4303 Route 9, Hudson, NY 12534 on March 31, 2016. The meeting was called to order at 8:55 AM by Jim Mackerer, Chairman.

Attendee Name	Title	Status	Arrived
Bob Galluscio	Treasurer	Present	
William Gerlach	Board Member	Present	
Brian Keeler	Board Member	Present	
Jim Mackerer	Chairman	Present	
Sid Richter	Vice-Chairman	Present	
Sarah Sterling	Secretary	Present	
Theodore Guterman II	Counsel	Present	
F. Michael Tucker	Interim President/CEO	Present	
Lisa Drahushuk	Administrative Supervisor	Present	
Erin McNary	Bookkeeper	Present	
Mary Kimball	Pattison, Koskey, Howe and Bucci	Present	
Matt Vanderbeck	Pattison, Koskey, Howe and Bucci	Present	
Damien Pinto	Redburn Development Companies	Present	
John Blackburn	Redburn Development Companies	Present	

**Minutes:** *Ms. Sterling made a motion, seconded by Mr. Gerlach, to approve the minutes from February 2, 2016. Carried.*

**2016 Operations and Accomplishments:**

Mr. Tucker reviewed the report, stating it outlined the highlights of 2015. He noted the report was procedural. *Ms. Sterling made a motion, seconded by Mr. Galluscio to approve and authorize the report. Carried.*

**2015 Assessment of Internal Controls:**

*Ms. Sterling made a motion, seconded by Mr. Richter to approve the document as presented. Carried.*

**Interim President/CEO Report:**

Mr. Tucker stated the IDA would be marketed to increase revenue. He stated he planned on working with the owners of the Commerce Park land to better utilize the properties. He reported CEDC had submitted a CFA on behalf of Hudson Valley Creamery, which had been awarded \$500,000 in grant funds and \$500,000 in Excelsior tax credits. Columbia County would be applying for \$350,000 in CDBG funding for a wastewater treatment facility for Hudson Valley Creamery's local dairy production conversion project. He noted CEDC would be involved in the county's broadband project.

**City of Hudson IDA:**

Mr. Tucker stated he had advised the City of Hudson to carefully consider dissolving the organization, noting the formation had been done by statute. He had discussed with them what the County IDA could do for the City IDA. He stated the City IDA could contract with the County IDA to administer their projects.

Mr. Guterman stated he wasn't in favor of a merger of the organizations. He stated the ABO reported that it recommended the City IDA take actions to correct errors and report correctly. He cautioned against allowing the County responsible for the City's past errors. He stated he was supportive of assisting in other ways. Mr. Richter stated he wouldn't shrink from responsibility but he wasn't in favor of assuming the responsibilities. He stated he agreed with Mr. Guterman. Mr. Keeler stated he also agreed with Mr. Guterman, suggesting a full audit be completed on the City IDA prior to any decisions. Ms. Sterling stated she would approach the City IDA and encourage them to bring the organization into compliance, per the ABO requirements.

**Board Orientation Manual:**

Mr. Tucker stated that CEDC staff had performed a self-audit of the IDA website, he stated that it complies with the ABO's recent recommendations. In addition, he indicated that CEDC staff had drafted a IDA Board Orientation Manual, also based on ABO best-practices and suggested that board members to scroll down on the IDA's webpage to review the new manual. He stated an archive for older documents was being developed.

**Committee Reports:****Audit Committee:**

*Mr. Richter made a motion, seconded by Mr. Keeler to approve the 2015 audited financials and the 2015 management letter. Carried.*

**Finance Committee:**

*Mr. Gerlach made a motion, seconded by Ms. Sterling to approve the Treasurer's Report. Carried.*

**Governance Committee:**

*Ms. Sterling made a motion, seconded by Mr. Keeler to approve the amended procurement policy. Carried.*

**Commerce Park Lot 27:**

Mr. Guterman explained that after a lot is sold in the Commerce Park the County transfers the title to the IDA who then completes the sale to the buyer. He stated Hudson River Holding LLC had purchased the lot for \$30,000, \$2,250 as a deposit and a mortgage of \$27,750. He noted the IDA would hold the mortgage for 5 years at 4.5% interest. He noted the mortgage would be paid in 5

annual payments. Mr. Guterman explained that the property had a penalty note requiring development within 5 years and if the parcel is sold within 5 years a penalty is due. He noted the IDA keeps the interest and a \$1,000 administrative fee, with the County getting the cost of the land.

Mr. Richter asked if the transfer could be held up until construction begins. Mr. Guterman stated in order to obtain financing, the property needed to be in the name of the business. *Mr. Gerlach made a motion, seconded by Mr. Richter to approve the transfer of the property from the County to the IDA and the sale of the property from the IDA to Hudson River Holding LLC. Carried.*

Mr. Tucker referenced the sewer issues at the Commerce Park. He noted that Ed Stiffler would be monitoring the issue for CEDC and the IDA. He stated the vacant parcels needed to be marketed to companies using the sewer as a selling tool. He noted that 4 parcels were held by companies that have not yet developed them. He suggested those companies be encouraged to either develop them or sell them to other companies, who would fully utilize the sewer system and enable the park to be built out. He stated that the park is only one half built out due to the amount of vacant property it contains.

#### **Review of New IDA Requirements:**

Mr. Guterman stated New York law required a standard application for use on all projects, which the IDA currently has in place. He stated they were requiring the use of uniform criteria by which to evaluate projects. He noted that currently, the IDA didn't have that in place. He stated he work on developing that by the June 15<sup>th</sup> deadline.

Mr. Guterman stated the third item was to implement uniform project agreements. He noted dependent upon the benefits granted the applicants, the agreements currently varied. He stated he would develop the agreements as required. Mr. Tucker suggested Hodgson Russ as a resource. Mr. Guterman stated he would coordinate with Hodgson Russ on the requirements.

#### **Redburn Development Presentation:**

Mr. Tucker introduced the principals of Redburn Development Companies. He reminded the Board they had been awarded a \$1.5 million grant by NYS to develop a hotel near the waterfront on Cross Street in Hudson. He stated he asked them to give a quick overview of the project, noting they would be applying for IDA benefits. John Blackburn introduced himself and his associate, Damien Pinto. He gave an overview of their background and the other development projects they had done in Watervliet and Troy. Mr. Blackburn stated they had spoken to venue owners who had expressed a need for a hotel located in Hudson targeting larger groups and a different price point than currently available.

He noted Redburn had contracted with Prestige Management for the management of the project which would offer some meeting and event space holding 50 – 99 people. The hotel would offer limited food serve (breakfast) and a rooftop patio. The projected nightly rate was \$149. They anticipated hiring between 12 – 14 full time equivalent employees. They anticipated an occupancy rate of 55%, anticipating 11,000 room nights per year. A study had been completed estimating an economic benefit to the community of \$1.7 million/year based on each room night generating an additional \$150 spent elsewhere in the county and city. They indicated their goal was to maximize their guest's time spent in the immediate area. They stressed their focus was on housing groups, not individual visitors targeted by other lodging establishments. The study they had commission had based the numbers on groups of people not on individuals.

Mr. Guterman asked how the IDA could help the project. Mr. Blackburn stated a PILOT, mortgage tax recording fee and sales tax exemption. He hoped to have a soft opening late winter 2017. Mr. Gerlach asked how long it would take to stabilize the business. Mr. Blackburn expected it would take 24 months. Mr. Blackburn reminded the board that no grant money would be received until goals had been met, including the private funding. The Board thanked Mr. Blackburn and Mr. Pinto for attending.

**Project Updates:**

Mr. Mackerer asked about the status of the Ginsberg project. Mr. Tucker stated the company was evaluating how best to proceed.. He noted they would have to go back to the planning board if any changes were made.

Mr. Tucker stated that Widewaters had contacted him about a new store. He suggested they contact the Greenport Town Supervisor to ensure the town was in agreement with the project. He stated nothing would come before the Board prior to Widewaters contacting the town supervisor.

Mr. Tucker stated he had received a call from Scott Shallo on behalf of Valatie Land Development. He had asked the IDA to consider releasing the escrow on the PILOT due to the death of the guarantor and the remaining family's wish to settle with a sibling uninvolved in the business. Mr. Tucker had refused the request and the board members concurred with his decision.

Mr. Tucker briefly explained the original program NYS had formulated to address broadband in underserved areas. He noted under the criteria very few areas in Columbia County met the criteria. He stated the County's broadband consultant had recommended a second plan using the FCC's eRate Program. The program involves school districts, libraries and public safety facilities as possible applicants and then, using schools and libraries as hub. This year's funding cycle had an initial deadline of March 29<sup>th</sup> and noted it was impossible to complete all the initial approvals needed to file an application prior to the deadline. .

He stated Board of Supervisors Chairman Matt Murell had asked CEDC to take the lead on broadband. He said CEDC would coordinate meetings with BOCES, the school districts, libraries and other stakeholders. Mr. Tucker stated Congressman Gibson had called for a summit to discuss the issue immediately following the Chamber of Commerce's Legislative Breakfast on April 8th. He added Ghent Town Board member, Patti Matheney had also called a meeting to address the issue last night.

Mr. Tucker stated the search for the CEDC President was moving forward with a hiring date goal of May 15<sup>th</sup>. He noted the Strategic Plan had been distributed in draft form and would be addressed at the CEDC Annual Meeting on April 19<sup>th</sup>.

*With no further business to discuss or public comment, a motion was made by Mr. Richter and seconded by Mr. Keeler. Carried. The meeting adjourned at 10:20am*

*Respectfully submitted by Lisa Drahushuk*

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**MINUTES  
COLUMBIA COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY  
BOARD MEETING  
Monday, May 16, 2016  
4303 Route 9  
Hudson, New York**

The special meeting of Columbia County Industrial Development Agency held at their offices located at 4303 Route 9, Hudson, NY 12534 on May 26, 2016. The meeting was called to order at 2:07 AM by Jim Mackerer, Chairman.

Attendee Name	Title	Status	Arrived
Bob Galluscio	Treasurer	Excused	
William Gerlach	Board Member	Excused	
Brian Keeler	Board Member	Present	
Jim Mackerer	Chairman	Present	
Sid Richter	Vice-Chairman	Present	
Sarah Sterling	Secretary	Present	
Theodore Guterman II	Counsel	Present	
F. Michael Tucker	President/CEO	Present	
Lisa Drahushuk	Administrative Supervisor	Present	

**Architectural Cast Stone:**

Mr. Tucker stated the business produced architectural features for buildings and was based in Chicago. He stated they were purchasing the former Doric Vault building in the Commerce Park in order to be closer to the East Coast market. He reviewed the application with the Board. He stated the company was requesting sales and mortgage tax exemption as well as a PILOT. He handed out a spreadsheet showing 2 options, one utilizing a 10% increase per year with no tax payment in the first year, and the other utilizing a 5% increase per year beginning at 50%. Mr. Guterman stated the application stated 28 jobs would be created in the first year which would increase to 35 in the second year, and 68 by year 5.

Mr. Tucker stated the public hearing would be scheduled and the project could be ready for final approval on June 7<sup>th</sup>. He noted the owners wished to close on the project prior to June 15<sup>th</sup>, in order to begin by December. Mr. Galluscio informed the Board the seller was his direct client and he would be recusing himself from the discussion and vote. Mr. Gerlach noted the project applicant was a client of the bank he was employed by and he would also be recusing himself from discussion and voting.

The board agreed to set a special meeting for 5/26 at 2:00pm, to consider the application and set the public hearing date due to the expressed conflicts.



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Mr. Keeler asked about the environmental issues. Mr. Tucker stated SEQR was being done by the Planning Board. Mr. Guterman stated the IDA would be able to review the document and incorporate it into their action. Mr. Keeler then asked about the fee. Mr. Guterman stated the fee was 1% of the project cost.

## **Redburn Development Companies, LLC.:**

Mr. Tucker thanked Tiffany Garriga, Chairman of the City of Hudson IDA for attending the meeting. He reminded the board he had previously met with the City of Hudson IDA, he noted Redburn Development had attended and presented their project at an earlier IDA meeting. Mr. Gerlach stated he had a conflict of interest with this project as the project was a client of his bank.

Mr. Tucker stated Redburn was interested in a PILOT for their project. He stated the City of Hudson has only one type of PILOT available, which is based upon 485(b). He noted the school district had opted out of the 485(b) program. Mr. Tucker stated the County IDA has 2 PILOT options, one industrial and one non-industrial.

Mr. Tucker stated there were three scenarios for this project. The first was for the City of Hudson IDA to do the project. The second was for the City of Hudson IDA to ask the County IDA to do the project with the City's guidance and direction, splitting the fee. The third was for the City to do the project and hire CEDC to do the work on the project, paying CEDC a fee.

Mr. Tucker stated the project has gotten strong support for the neighbors. He noted the project was important, citing the receipt of the CREDC grant and the location at the waterfront. Mr. Tucker asked Ms. Garriga her opinion. She stated the City IDA has no staff. She noted the project seemed to follow a positive path but the City IDA needs procedures to follow. Mr. Tucker stated the Zoning board made some adjustments and the Planning Board's approval would be required.

Mr. Galluscio asked what the best path would be for Redburn. Mr. Tucker felt the City contracting with the County IDA. He noted the perception of the County giving the PILOT to a city project may be of some concern. He noted this would allow the City IDA to build up their funds in order to become viable.

Mr. Guterman stated this would require full support of the City. He stated the City needed to support the County IDA and give direction in how they wished to proceed. He stated the City's role was to determine the benefits they wished to confer on the project. He noted the City IDA was capable of doing the project, but using the County IDA would be more efficient.

Mr. Richter asked about splitting the fee. He suggested that the fee be split other than 50/50. Mr. Richter asked if the fee was set at 50/50 would that be setting a precedent. Mr. Tucker stated it would be a political precedent, noting an upfront agreement could be done on a case-by-case basis.

Mr. Tucker stated not accepting a 50/50 fee split would cause a conflict where it would make the City contract the work with CEDC. Ms. Garriga felt the City would support the County IDA doing the project for the 50/50 split. Mr. Guterman suggested that the City IDA should consider passing a resolution supporting the County IDA review and proceed with the process.

Mr. Richter asked the Board if they wished to proceed with the project with the full support of the City of Hudson, splitting the fee 50/50. The Board agreed.

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## **Interim President/CEO Report:**

Mr. Tucker informed the Board that Project Bourbon was still interested in the Hudson area. He noted there was an August deadline for the project and noted they may be before the Board in July or August.

Mr. Tucker stated He had had conversations with Supervisor Nabozny, who had expressed an interest in siting the Dick's Sporting Goods at the Widewater development. He stated he felt the town should determine what the PILOT should be and guide the IDA. The Board expressed a reluctance to entertain the project as they felt it could not be considered a true destination, and that it was retail.

Mr. Tucker stated The NYS compliance requirements for industrial development agencies would be changing as of June 15. He stated Hodgson Russ offered to complete the work in conjunction with Mr. Guterman. He handed out a letter describing the fee, and the scope of work.

Mr. Tucker asked if there were any questions. Mr. Keeler asked the status of the Ginsberg project. Mr. Tucker stated he had no information regarding the project, only rumors. Mr. Guterman stated if no action on the site was taken within a year, the project could be made to comply with the new zoning law.

Mr. Tucker stated the Hudson Valley Creamery had received a grant for a waste water upgrade. He noted they may have to extend the deadline for the purchase of the building. He stated he was currently working on the goat genetics project and a couple of distilleries. He stated there were approximately 20 projects before CEDC that had the potential to come to the IDA.

Mr. Richter asked the status of the Catamount project. Mr. Tucker stated he had met with them and their attorney, Andy Howard. He stated he would be meeting with owners of the Swiss Hutte, to bring the parties together. He stated the project required a developer, and wouldn't go forward without one, but noted that the grant for the project had been obtained by the prior developer, who continues to have rights to the grant.

*With no further business to discuss or public comment, a motion was made by Ms. Sterling and seconded by Mr. Galluscio. Carried. The meeting adjourned at 9:45am*

*Respectfully submitted by Lisa Drahushuk*

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**MINUTES  
COLUMBIA COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY  
BOARD MEETING  
Monday, May 26, 2016  
4303 Route 9  
Hudson, New York**

The special meeting of Columbia County Industrial Development Agency held at their offices located at 4303 Route 9, Hudson, NY 12534 on May 26, 2016. The meeting was called to order at 2:07 AM by Jim Mackerer, Chairman.

Attendee Name	Title	Status	Arrived
Bob Galluscio	Treasurer	Excused	
William Gerlach	Board Member	Excused	
Brian Keeler	Board Member	Present	
Jim Mackerer	Chairman	Present	
Sid Richter	Vice-Chairman	Present	
Sarah Sterling	Secretary	Present	
Theodore Guterman II	Counsel	Present	
F. Michael Tucker	President/CEO	Present	
Lisa Drahushuk	Administrative Supervisor	Present	

**Architectural Cast Stone:**

Mr. Guterman stated the standard industrial PILOT begins at 100% of the existing assessment, increasing 10% per year until it reaches 100% of the value added. He noted there would be no reduction in current taxes paid. The first year of the PILOT the taxes due would equal the amount currently paid. He noted the assessor has the final say on the assessment. Mr. Mackerer stressed the taxing jurisdictions would not get less under the proposed PILOT than they would in the most recent tax payment. Mr. Guterman recommended the Board consider going to a public hearing to obtain further information from public comments. *Ms. Sterling made a motion, seconded by Mr. Keeler to schedule a public hearing in order to gain public comment regarding the project. Carried.*

Mr. Guterman stated a company representative should be asked to attend in order to answer any questions. He suggested that the representative not be the lawyer, but someone employed by the company, knowledgeable in the potential project. Mr. Tucker stated the public hearing would be scheduled for June 7<sup>th</sup> at 8:30 at A.B. Shaw Firehouse in Claverack.

**Redburn Development Companies, LLC.:**

Mr. Tucker stated he attempted to obtain a sense of the preference of the City of Hudson regarding Redburn. He stated he is trying to develop a model that shows how Redburn's payment would compare to the other hotels payments. He noted the difficulty was the higher tax rate in the City as

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compared to the other taxing districts in the County. Mr. Guterman stated it was important for the City to make a decision. Mr. Richter stated it was difficult to compare the Barlow to the Redburn.

Mr. Guterman stated this project was key to the development of the waterfront. Mr. Guterman and Mr. Tucker noted the project required full support from the City of Hudson. Mr. Tucker stated he would be asking the City to pass two resolutions, the first requesting the County IDA do the project on behalf of the City of Hudson; the second outlining exactly what they wanted the County to provide in a PILOT. He stated he was pushing to have the City of Hudson contract with the County IDA for this project and additionally hire CEDC to do the cleanup of the City IDA administrative work for a one year period.

**President/CEO Report:**

Mr. Tucker stated there was a potential project in the New Lebanon area, as well as other projects in the pipeline. He stated a copy of his President/CEO report would be emailed to the Board.

Mr. Tucker stated Hudson Valley Creamery was currently evaluating utilizing the IDA as was Project Bourbon and Project ZYX. He stated he had met with the Columbia Memorial Health to discuss their expansion plans as well as Catamount and the owners of the Swiss Hutte to attempt to settle their differences and move the project forward.

Mr. Mackerer asked if Project Bourbon was investigating other sites. Mr. Tucker stated they were looking at Saugerties, but would prefer to be at the Columbia County site. He stated NYS would be asking the County for a letter stating the sewer system would be capable of accepting the sewage generated by Project Bourbon by phase 4 of that project.

Mr. Tucker gave an update of the most recent broadband meeting. He noted Chairman of the Board of Supervisors, Matt Murell would be forming a sub-committee.

*With no further business to discuss or public comment, a motion was made by Mr. Keeler and seconded by Mr. Richter. Carried. The meeting adjourned at 2:52am*

*Respectfully submitted by Lisa Drahushuk*

DRAFT FOR DISCUSSION PURPOSES ONLY  
DATED: MAY \_\_, 2016

COLUMBIA COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
POLICY RESPECTING UNIFORM CRITERIA FOR THE  
EVALUATION OF PROJECTS

SECTION 1. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to provide the uniform criteria to be utilized by Columbia County Industrial Development Agency (the "Agency") to evaluate and select projects from each category of eligible projects for which the Agency can provide financial assistance.

(B) The Agency was created pursuant to Section 895-1 of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the "Act") for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of Columbia County, New York (the "County") and the State of New York (the "State"). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity, and economic welfare of the residents of the County and of the State.

(C) Chapter 563 of the Laws of 2015, effective June 15, 2016 (the "Reform Legislation"), requires each industrial development agency to adopt an assessment of all material information included in connection with an application for financial assistance, as necessary to afford a reasonable basis for the decision by an industrial development agency to provide financial assistance for a project.

SECTION 2. ELIGIBLE PROJECT CATEGORIES. The Agency may provide financial assistance to any "project," as defined in Section 854 of the Act.

SECTION 3. UNIFORM CRITERIA. (A) The following general uniform criteria will apply to all categories of eligible projects: (1) Extent to which a project will create or retain jobs; (2) Estimated value of tax exemptions; (3) Amount of private sector investment; (4) Likelihood of project being accomplished in a timely fashion; (5) Extent of new revenue provided to local taxing jurisdictions; (6) Any additional public benefits; and (7) Local labor construction jobs

(B) The following additional criteria may apply to warehousing and research projects: (1) wage rates (above median for County); (2) in County purchases (% of purchases from local vendors); (3) supports local businesses or clusters; (4) retention or flight risk; and (5) provides capacity to meet County demand or shortage.

(C) The following additional criteria may apply to commercial projects: (1) regional wealth creation (% of sales/customers outside of the County); (2) located in a highly distressed census tract; (3) alignment with local planning and development efforts; (4) promotes walkable community areas; (5) elimination or reduction in blight; (6) proximity/support of regional tourism attractions/facilities; (7) local or County official support; (8) building or site has historic designation; and (9) provides brownfield remediation.

SECTION 4: REMOVAL OR ABANDONMENT. If the proposed project involves the removal or abandonment of a facility or plant within the state, the Agency will notify the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located.

SECTION 5. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy.

COLUMBIA COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SECTION 1. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to outline the procedures utilized by Columbia County Industrial Development Agency (the "Agency") to review compliance with (1) the requirements of the Agency relating to job creation and/or retention, other expected public benefits and reporting and (2) the requirements of the State of New York (the "State") relating to sales tax exemptions and reporting.

(B) The Agency was created pursuant to Section 895-1 of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the "Act") for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of Columbia County, New York (the "County") and the State of New York (the "State"). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity and economic welfare of the residents of the County and of the State.

(C) Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), enacted March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive sales tax exemptions.

(D) The new sales tax recording and reporting requirements required by the 2013 Budget Law include the following: (1) a requirement to keep records of the amount of sales tax benefits provided to each project and make those records available to the State upon request; (2) a requirement to report to the State, within 30 days after providing financial assistance, the amount of sales tax benefits intended to be provided to a project; and (3) a requirement that the Agency post on the internet and make available without charge copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes. A project operator ("Project Operator") is appointed by the Agency through the filing of form ST-60 with the New York State Department of Taxation and Finance.

(E) The 2013 Budget Law requires that the Agency recapture State sales tax benefits where: (1) the project is not entitled to receive those benefits; (2) the exemptions exceed the amount authorized, or are claimed for unauthorized property or services; or (3) the project operator failed to use property or services in the manner required by its agreements with the Agency.

(F) For purposes of this Policy, with respect to a particular calendar year and a particular project, the term "financial assistance" shall include the following:

(1) Proceeds of debt obligations issued by the Agency with respect to said project have been disbursed during the calendar year in question.

(2) Any tax exemption or abatement (a) which may have directly or indirectly benefitted the project or project operator shall during such calendar year and (b) which resulted from (i) the Agency's title to, possession of or, control of or other interest in said project, or (ii) the designation by the Agency of said project occupant (or any sublessee, contractor, supplier or other operator of the project) as an agent of the Agency.

(3) Any grant made by the Agency with respect to said project or project operator shall during such calendar year.

(4) Any loan made by the Agency with respect to said project or project operator shall during such calendar year.

(G) Chapter 563 of the Laws of 2015, effective June 15, 2016 (the "Reform Legislation"), requires each industrial development agency to develop policies (1) for the suspension, discontinuance, or modification of financial assistance provided for a project, (2) for the recapture of all or part of the financial assistance provided for a project, and (3) to annually monitor the progress of projects with respect to investment and job creation/retention goals.

(H) The Agency has been advised that a number of other industrial development agencies have adopted policies pursuant to the Reform Legislation that (1) contain provisions allowing the industrial development agency to recapture certain financial benefits provided by said agency to a project applicant if said project applicant does not fulfill certain job creation promises contained in its application or fails to fulfill certain other promises made to said agency and (2) allow said agency to take into account exigent circumstances in deciding whether to exercise these provisions respecting the recapture of said financial benefits.

(I) For purposes of this Policy, with respect to a particular project, the term "Project Agreements" shall mean the project documents between the Agency and an applicant with respect to the applicant's project. In addition to a lease agreement or installment sale agreement between the Agency and the applicant, the Project Agreements may also include a payment in lieu of tax agreement, a project agreement, and one or more recapture agreements, as well as security agreements intended to ensure compliance by the applicant with the requirements of the Project Agreements.

SECTION 2. REQUIREMENTS FOR APPLICANTS. (A) Under the Act, the Agency is required to submit certain annual reports relating to Agency projects to the New York State Office of the Comptroller. In order to satisfy its annual reporting requirements and other requirements under the Act and certain other requirements imposed by the Act, as well as the new requirements imposed upon the Agency by the 2013 Budget Law, the Agency will require each applicant for financial assistance from the Agency agree to satisfy the following requirements as a condition to the receipt of such financial assistance:

(1) Any applicant requesting a sales tax exemption from the Agency must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. Each applicant is hereby warned to provide a realistic estimate in the application, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency recapture any benefit that exceeds the greater of (a) the amount listed in said application or (b) authorized by the Agency in a separate resolution.

(2) Any applicant requesting a sales tax exemption from the Agency must agree to annually file (and cause any sublessee, contractor, supplier or other operator of the project to file annually) with the State, on a form and in such manner as is prescribed by the State, a statement of the value of all sales and use tax exemptions claimed by the applicant and all contractors, subcontractors, consultants and other agents of the applicant under the authority granted to the applicant by the Agency.



(3) Any applicant requesting a sales tax exemption from the Agency must agree to furnish to the Agency a copy of each such annual report submitted to the State by the applicant or any sublessee, contractor, supplier or other operator of the project.

(4) As required by the 2013 Budget Law, the Project Agreements will provide that any sales tax benefits determined by the Agency to be subject to recapture pursuant to the 2013 Budget Law must be remitted by the applicant to the Agency within 20 days of a request therefor by the Agency.

(5) The applicant agrees that, as required by the 2013 Budget Law, the resolutions of the Agency with respect to the project and the Project Agreements and will now be publicly available on the Agency's website. As provided in the New York Freedom of Information Law ("FOIL"), the applicant may request that certain information contained therein be redacted and, if the applicant can demonstrate to the satisfaction of the Agency that release of said information would result in substantial harm to the applicant's competitive position, the Agency may comply with such request.

(6) Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

(7) Except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by JTPA Entities for new employment opportunities created as a result of the Project.

(8) The applicant agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Applicant, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

(9) Within sixty (60) days after the end of each calendar year, the applicant shall furnish to the Agency a certificate of an Authorized Representative of the applicant stating that no event of default under the Project Agreements has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the applicant has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(10) The applicant shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

(11) The applicant agrees to file with the Agency, no later than sixty (60) days after the end of each calendar year, reports regarding the number of people employed at the project and certain other matters.

(B) In order to ensure that the project will create the public benefits anticipated by the Agency accruing to the residents and taxpayers of the County, the Project Agreements will require that each Agency project operator agree that, annually, within 60 days of the end of each calendar year during which a project has received any financial assistance from the Agency, such Agency project operator will complete and file with the Agency an annual report (the "Operator Annual Report") describing the status of the project during the calendar year just completed, including such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of jobs; construction jobs created through the year; exemptions from taxes and payments in lieu of tax made; and status of bond financing related to the project.

SECTION 3. ENFORCEMENT.(A) The Agency will use the information contained in the Operator Annual Report, and may use site visits and follow ups, to gauge the status of a project in relation to the original commitment of the applicant as stated in the project application.

(B) Should the staff or board members of the Agency find significant deficiencies in any area; the project will be further reviewed. Examples of situations that may trigger review and/or action by the agency include:

(1) If the project operator shifts production activity to a facility outside of the County and, as a result, fails to achieve the economic benefits projected.

(2) If the project operator moves all operations outside the County, neglects to move operations to the County, or the project does not otherwise conform to the project described in the Project Agreements.

(3) If a significant shortfalls in economic benefits is identified, as compared with the application, such as a significant shortfall in new job creation/retention and/or expected major investments in the business.

(4) Failure to comply with annual reporting requirements or provide the Agency with requested information.

(5) Sale or closure of a project within the time period the applicant receives Agency financial assistance.

(C) Should the staff or board members of the Agency find significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements, the project operator will be asked to provide justification for said shortfalls. The board members of the Agency will compare these statements against industry standards, as well as the current market and economic conditions, to determine whether the project operator did all that it could to meet its obligations as outlined in the application and the Project Agreements.

(D) The board members of the Agency will determine on a case by case basis whether a hearing is appropriate to allow a project operator to be heard on the issue regarding said project operator's failure to achieve the projected economic benefits.

(E) Should the board members of the Agency find that (1) significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements have occurred and (2) there appears to be no justification satisfactory to the Agency to explain these deficiencies, the Agency may determine to undertake any enforcement action available to the Agency under the Agency Agreements to seek redress for these deficiencies.

(F) Enforcement action taken by the Agency under the Project Agreements may include, but shall not be limited to, the following:

- (1) Requesting cure of the deficiency by a final notice letter.
- (2) Forwarding an event of default notice under the Project Agreements.
- (3) Notifying appropriate New York State agencies of the project operator's failure to comply with such requirements.
- (4) Terminating any or all of the Project Agreements early.
- (5) Reducing the value of financial assistance moving forward.
- (6) Terminating any future financial assistance.
- (7) Requiring that the value of all the financial assistance utilized to date to be repaid in full or in part, with interest.

(G) In connection with the undertaking of a Project and/or the preparation of Project Agreements, the Agency also reserves the right to negotiate the terms and conditions of these recapture provisions.

SECTION 4. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy, including but not limited to any Project Agreements signed or amended after such date.

DRAFT FOR DISCUSSION PURPOSES ONLY  
DATED: MAY \_\_, 2016

**Columbia County Industrial Development Agency**

4303 Route 9

Hudson, New York 12534

Tel: (518) 828-4718 Fax: (518) 828-0901

Email: [partner@ColumbiaEDC.com](mailto:partner@ColumbiaEDC.com)

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the Columbia County Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Columbia County Industrial Development Agency.

TO: Columbia County Industrial Development Agency  
4303 Route 9  
Hudson, New York 12534

APPLICANT: \_\_\_\_\_

APPLICANT'S ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION: \_\_\_\_\_

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF ATTORNEY: \_\_\_\_\_

ATTORNEY'S ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 OF THIS APPLICATION BEFORE  
COMPLETING THIS FORM.  
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### INSTRUCTIONS

1. The Columbia County Industrial Development Agency ("the Agency") will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return five (5) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of One Thousand Dollars (\$1,000.00) for projects with a cost of up to but not including Five Million Dollars (\$5,000,000.00) and an application fee of Two Thousand Dollars (\$2,000.00) for projects with a cost of Five Million Dollars (\$5,000,000.00) and above to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE CONSIDERED COMPLETE BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**

**FOR AGENCY USE ONLY**

1. Project Number	_____
2. Date application received by the Agency	_____, 20____
3. Date application referred to attorney for review	_____, 20____
4. Date copy of application mailed to members	_____, 20____
5. Date notice of Agency meeting on application posted	_____, 20____
6. Date notice of Agency meeting on application mailed	_____, 20____
7. Date of Agency meeting on application	_____, 20____
8. Date Agency conditionally approved application	_____, 20____
9. Date scheduled for public hearing	_____, 20____
10. Date Environmental Assessment Form ("EAF") received	_____, 20____
11. Date Agency completed environmental review	_____, 20____
12. Date of final approval of application	_____, 20____

## SUMMARY OF PROJECT

Applicant: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Occupant: \_\_\_\_\_

Project Street Address: \_\_\_\_\_

Approximate Size of Project Site: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Project:      ☐ Manufacturing                                      ☐ Warehouse/Distribution  
                                 ☐ Commercial    ☐ Other – Specify

\_\_\_\_\_

Employment Impact:      Existing Jobs: Full Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

                                 New Jobs Full Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Project Cost: \$ \_\_\_\_\_

Type of Financing:      ☐ Tax-Exempt                                      ☐ Taxable                                      ☐ Straight Lease

Amount of Bonds Requested: \$ \_\_\_\_\_

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax: \$ \_\_\_\_\_

Mortgage Recording Taxes:                                      \$ \_\_\_\_\_

Real Property Tax Exemptions:                                      \$ \_\_\_\_\_

Other (please specify):    \$ \_\_\_\_\_

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status: \_\_\_\_\_  
Estimate of Jobs to be Created: \_\_\_\_\_  
Estimate of Jobs to be Retained: \_\_\_\_\_  
Average Estimated Annual Salary of Jobs to be Created: \_\_\_\_\_  
Annualized Salary Range of Jobs to be Created: \_\_\_\_\_  
Estimated Average Annual Salary of Jobs to be Retained: \_\_\_\_\_

**I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").**

A. Identity of Company: \_\_\_\_\_

1. Company Name: \_\_\_\_\_

Present Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Employer's Tax ID No.: \_\_\_\_\_

2. If the Company differs from the Applicant, give details of relationship: \_\_\_\_\_  
\_\_\_\_\_

3. Indicate type of business organization of Company:  
(a) Corporation (If so, incorporated in what country?) \_\_\_\_\_

If United States which State? \_\_\_\_\_

Date Incorporated? \_\_\_\_\_ Type of Corporation? \_\_\_\_\_

Authorized to do business in New York? Yes \_\_\_\_ No \_\_\_\_

(b) Partnership (if so, indicate type) \_\_\_\_\_

Number of general partners \_\_\_\_\_, Number of limited partners \_\_\_\_\_

(c) Sole Proprietorship \_\_\_\_\_

4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship: \_\_\_\_\_  
\_\_\_\_\_

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person):

Name Home Address	Office Held	Other Principal Business



If the answer to any of questions 2 through 4 is yes, please furnish details in a separate attachment.

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes \_\_\_\_ No \_\_\_\_.
3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes \_\_\_\_; No \_\_\_\_.
4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes \_\_\_\_; No \_\_\_\_\_. (If yes to any of the foregoing, furnish details in a separate attachment).

C. Principal Owners of Company:

1. Principal owners of Company: Is Company publicly held?  
Yes \_\_\_\_; No \_\_\_\_.

If yes, list exchanges where stock traded: \_\_\_\_\_

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING

- D. Company's Principal Bank(s) of account: \_\_\_\_\_

\_\_\_\_\_

II. DATA REGARDING PROPOSED PROJECT

- A. Summary: (Please provide a brief narrative description of the Project.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- B. Location of Proposed Project:

1. Street Address: \_\_\_\_\_  
\_\_\_\_\_

C. Project Site:

1. Approximate size (in acres or square feet) of Project site: \_\_\_\_\_  
Is a map, survey or sketch of the project site attached? Yes \_\_\_\_; No \_\_\_\_.
2. Are there existing buildings on project site? Yes \_\_\_\_; No \_\_\_\_.
  - a. If yes, indicate number and approximate size (in square feet) of each existing building: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. Are existing buildings in operation? Yes \_\_\_\_; No \_\_\_\_.  
If yes, describe present use of present buildings: \_\_\_\_\_  
\_\_\_\_\_
  - c. Are existing buildings abandoned? Yes \_\_\_\_; No \_\_\_\_.  
About to be abandoned? Yes \_\_\_\_; No \_\_\_\_\_. If yes, describe: \_\_\_\_\_  
\_\_\_\_\_
  - d. Attach photograph of present buildings.
3. Utilities serving project site:  
Water-Municipal: \_\_\_\_\_  
Other (describe): \_\_\_\_\_  
Sewer-Municipal: \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
Electric-Utility: \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
Heat-Utility: \_\_\_\_\_  
Other (describe) \_\_\_\_\_
4. Present legal owner of project site:
  - a. If the Company owns project site, indicate date of purchase: \_\_\_\_\_,  
Purchase price: \$ \_\_\_\_\_.
  - b. If Company does not own the Project site, does Company have option signed  
with owner to purchase the Project site? Yes \_\_\_\_; No \_\_\_\_\_. If yes, indicate  
date option signed with owner: \_\_\_\_\_, 20\_\_\_\_; and the date the option  
expires: \_\_\_\_\_, 20\_\_\_\_.
  - c. If the Company does not own the project site, is there a relationship legally or by  
common control between the Company and the present owners of the project site?  
Yes \_\_\_\_; No \_\_\_\_\_. If yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5.
  - a. Zoning District in which the project site is located: \_\_\_\_\_  
\_\_\_\_\_
  - b. Are there any variances or special permits affecting the site? Yes \_\_\_\_;

No \_\_\_\_\_. If yes, list below and attach copies of all such variances or special permits:

D. Buildings:

1. Does part of the project consist of a new building or buildings? Yes \_\_\_\_; No \_\_\_\_\_. If yes, indicate number and size of new buildings: \_\_\_\_\_  
\_\_\_\_\_
2. Does part of the project consist of additions and/or renovations to the existing buildings? Yes \_\_\_\_; No \_\_\_\_\_. If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed or expanded: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes \_\_\_\_; No \_\_\_\_\_. If yes, describe the Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Project Use:

1. What are the principal products to be produced at the Project? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. What are the principal activities to be conducted at the Project? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please provide detail: \_\_\_\_\_
4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? \_\_\_\_\_%
5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:
- a. Will the Project be operated by a not-for-profit corporation? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain: \_\_\_\_\_
- b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain: \_\_\_\_\_
- c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain: \_\_\_\_\_
- d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please provide detail: \_\_\_\_\_
6. If the answers to any of subdivisions c. through d. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain: \_\_\_\_\_
7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain: \_\_\_\_\_

8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project:

a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

10. Will the Project be owned by a not-for-profit corporation? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

11. Will the Project be sold or leased to a municipality? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

G. Other Involved Agencies:

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals. \_\_\_\_\_

2. Describe the nature of the involvement of the federal, state or local agencies described above: \_\_\_\_\_

H. Construction Status:

1. Has construction work on this project begun? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Please indicate amount of funds expended on this project by the Company in the past three (3) years and the purposes of such expenditures: \_\_\_\_\_  
\_\_\_\_\_
3. Please indicate the date the applicant estimates the Project will be completed: \_\_\_\_\_

I. Method of Construction After Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes \_\_\_\_; No \_\_\_\_.
2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes \_\_\_\_; No \_\_\_\_.

**III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).**

- A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please complete the following for each existing or proposed tenant or subtenant:

1. Sublessee name: \_\_\_\_\_  
Present Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer's ID No.: \_\_\_\_\_  
Sublessee is: \_\_\_\_ Corporation: \_\_\_\_ Partnership: \_\_\_\_ Sole Proprietorship  
Relationship to Company: \_\_\_\_\_  
Percentage of Project to be leased or subleased: \_\_\_\_\_  
Use of Project intended by Sublessee: \_\_\_\_\_  
Date of lease or sublease to Sublessee: \_\_\_\_\_

Term of lease or sublease to Sublessee: \_\_\_\_\_

Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

- B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease? \_\_\_\_\_

**IV. Employment Impact**

- A. Indicate the number of people presently employed at the Project site and the additional number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

<b>TYPE OF EMPLOYMENT</b> <b>Employees of Applicant</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					



<b>TYPE OF EMPLOYMENT</b> <b>Independent Contractors</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

<b>TYPE OF EMPLOYMENT</b> <b>Employees of Independent Contractors</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					

First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

- B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Capital District Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Capital District Economic Development Region <sup>1</sup>				

- C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

<sup>1</sup> The Capital District Economic Development Region consists of the following counties: Albany, Schenectady, Rensselaer, Greene, Columbia, Saratoga, Warren and Washington.

- D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.

V. **Project Cost**

- A. **Anticipated Project Costs.** State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	\$ _____
Buildings	\$ _____
Machinery and equipment costs	\$ _____
Utilities, roads and appurtenant costs	\$ _____
Architects and engineering fees	\$ _____
Costs of Bond Issue (legal, financial and printing)	\$ _____
Construction loan fees and interest (if applicable)	\$ _____
Other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL PROJECT COSTS</b>	\$ _____

- B. **Anticipated Project Financing Sources.** State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ _____
Public Sector	
Federal Programs	\$ _____
State Programs	\$ _____
Local Programs	\$ _____
Applicant Equity	\$ _____
Other (specify, e.g., tax credits)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL AMOUNT OF PROJECT FINANCING SOURCES</b>	\$ _____

- C. Have any of the above expenditures already been made by the applicant?  
Yes \_\_\_\_; No \_\_\_\_\_. If yes, indicate particulars.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Amount of loan requested: \$ \_\_\_\_\_;

Maturity requested: \_\_\_\_\_ years.

- E. Has a commitment for financing been received as of this application date, and if so, from whom?

Yes \_\_\_\_; No \_\_\_\_\_. Institution Name: \_\_\_\_\_

Provide name and telephone number of the person we may contact.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: \_\_\_\_\_%

- G. The total amount estimated to be borrowed to finance the Project is equal to the following:  
\$ \_\_\_\_\_

**VI. BENEFITS EXPECTED FROM THE AGENCY**

**A. Financing**

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes \_\_\_\_; No \_\_\_\_\_. If yes, indicate:  
Amount of loan requested: \_\_\_\_\_ Maturity requested (in years): \_\_\_\_\_
2. Is the interest on such bonds intended to be exempt from federal income taxation? Yes \_\_\_\_; No \_\_\_\_\_.
3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:
  - a. retail food and beverage services: Yes \_\_\_\_; No \_\_\_\_\_
  - b. automobile sales or service: Yes \_\_\_\_; No \_\_\_\_\_
  - c. recreation or entertainment: Yes \_\_\_\_; No \_\_\_\_\_
  - d. golf course: Yes \_\_\_\_; No \_\_\_\_\_
  - e. country club: Yes \_\_\_\_; No \_\_\_\_\_
  - f. massage parlor: Yes \_\_\_\_; No \_\_\_\_\_
  - g. tennis club: Yes \_\_\_\_; No \_\_\_\_\_
  - h. skating facility: Yes \_\_\_\_; No \_\_\_\_\_
  - j. racquet sports facility (including handball and racquetball court): Yes \_\_\_\_; No \_\_\_\_\_
  - j. hot tub facility: Yes \_\_\_\_; No \_\_\_\_\_
  - k. suntan facility: Yes \_\_\_\_; No \_\_\_\_\_
  - l. racetrack: Yes \_\_\_\_; No \_\_\_\_\_
4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.

**B. Tax Benefits**

1. Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes \_\_\_\_; No \_\_\_\_\_. If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes \_\_\_\_; No \_\_\_\_\_.
2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes \_\_\_\_; No \_\_\_\_\_. If yes, what is the approximate amount of financing to be secured by mortgages? \$ \_\_\_\_\_.
3. Is the applicant expecting to be appointed agent of the Agency for purposes of avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes \_\_\_\_; No \_\_\_\_\_. If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? \$ \_\_\_\_\_.
4. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of the exemption.
  - a. N.Y.S. Sales and Compensating Use Taxes: \$ \_\_\_\_\_

- |    |                               |          |
|----|-------------------------------|----------|
| b. | Mortgage Recording Taxes:     | \$ _____ |
| c. | Real Property Tax Exemptions: | \$ _____ |
| d. | Other (please specify):       | \$ _____ |
|    | _____                         | \$ _____ |
|    | _____                         | \$ _____ |

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax Exemption Policy? Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain.

C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VI. REPRESENTATIONS BY THE APPLICANT. The applicant understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 -- Quarterly Combined Withholding, Wage Reporting and

Unemployment Insurance Return – for the quarter ending December 31 (the “NYS-45”), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the “Public Benefits”) and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

J. False or Misleading Information. The applicant understands 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 exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency’s website. No member, officer or employee

of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Policies which can be accessed at [http://www.columbiaedc.com/?page\\_id=10](http://www.columbiaedc.com/?page_id=10).



I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

By: \_\_\_\_\_  
Applicant  
Title: \_\_\_\_\_

-----  
**NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION  
APPEARING ON PAGES 23 THROUGH 26 HEREOF BEFORE A NOTARY PUBLIC AND MUST  
SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 27**  
-----

VERIFICATION

(If Applicant is a Corporation)

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ deposes and says that he is the \_\_\_\_\_ of  
(Name of chief executive of applicant) (Title)

\_\_\_\_\_, the corporation named in the attached application that he has read the  
(Company Name)  
foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. Deponent further says that the reason this verification is made by the deponent and not by said company is because the said company is a corporation. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as an officer of and from the books and papers of said corporation.

\_\_\_\_\_  
(officer of applicant)

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

VERIFICATION

(If applicant is sole proprietor)

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, deposes and says

(Name of Individual)

that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application.

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

VERIFICATION

(If applicant is a limited liability company)

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, deposes and says

(Name of Individual)

that he is one of the members of the firm of \_\_\_\_\_,

(Limited Liability Company)

the limited liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

(If applicant is a partnership)

\_\_\_\_\_, deposes and says

that he is one of the members of the firm of \_\_\_\_\_

the partnership named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said partnership.

(Notary Public)

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## HOLD HARMLESS AGREEMENT

Applicant hereby releases Columbia County Industrial Development Agency and the member, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "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 (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or the issuance of bonds requested therein are favorably acted upon by the Agency, (ii) the Agency's financing of the Project described therein; and (iii) 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 attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

(Applicant)

BY:\_\_\_\_\_

Sworn to before me this  
\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

TO: Project Applicants  
 FROM: Columbia County Industrial Development Agency  
 RE: Cost/Benefit Analysis

In order for the Columbia County Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire") and complete the attached Schedules. This Questionnaire and the attached Schedule will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

### PROJECT QUESTIONNAIRE

1. Name of Project Beneficiary ("Company"):	
2. Brief Identification of the Project:	
3. Estimated Amount of Project Benefits Sought:	
A. Amount of Bonds Sought:	\$ _____
B. Value of Sales Tax Exemption Sought	\$ _____
C. Value of Real Property Tax Exemption Sought	\$ _____
D. Value of Mortgage Recording Tax Exemption Sought	\$ _____
4. Likelihood of accomplishing the Project in a timely fashion:	

### PROJECTED PROJECT INVESTMENT

A. Land-Related Costs	
1. Land acquisition	\$ _____
2. Site preparation	\$ _____
3. Landscaping	\$ _____
4. Utilities and infrastructure development	\$ _____
5. Access roads and parking development	\$ _____
6. Other land-related costs (describe)	\$ _____
B. Building-Related Costs	
1. Acquisition of existing structures	\$ _____
2. Renovation of existing structures	\$ _____
3. New construction costs	\$ _____
4. Electrical systems	\$ _____
5. Heating, ventilation and air conditioning	\$ _____
6. Plumbing	\$ _____
7. Other building-related costs (describe)	\$ _____

C.	Machinery and Equipment Costs	
1.	Production and process equipment	\$ _____
2.	Packaging equipment	\$ _____
3.	Warehousing equipment	\$ _____
4.	Installation costs for various equipment	\$ _____
5.	Other equipment-related costs (describe)	\$ _____
D.	Furniture and Fixture Costs	
1.	Office furniture	\$ _____
2.	Office equipment	\$ _____
3.	Computers	\$ _____
4.	Other furniture-related costs (describe)	\$ _____
E.	Working Capital Costs	
1.	Operation costs	\$ _____
2.	Production costs	\$ _____
3.	Raw materials	\$ _____
4.	Debt service	\$ _____
5.	Relocation costs	\$ _____
6.	Skills training	\$ _____
7.	Other working capital-related costs (describe)	\$ _____
F.	Professional Service Costs	
1.	Architecture and engineering	\$ _____
2.	Accounting/legal	\$ _____
3.	Other service-related costs (describe)	\$ _____
G.	Other Costs	
1.	_____	\$ _____
2.	_____	\$ _____
H.	Summary of Expenditures	
1.	Total Land-Related Costs	\$ _____
2.	Total Building-Related Costs	\$ _____
3.	Total Machinery and Equipment Costs	\$ _____
4.	Total Furniture and Fixture Costs	\$ _____
5.	Total Working Capital Costs	\$ _____
6.	Total Professional Service Costs	\$ _____
7.	Total Other Costs	\$ _____



### **PROJECTED PROFIT**

- I. Please provide projected profit as defined by earnings after income tax but before depreciation and amortization:

YEAR	Without IDA benefits	With IDA benefits
1	\$ _____	\$ _____
2	\$ _____	\$ _____
3	\$ _____	\$ _____
4	\$ _____	\$ _____
5	\$ _____	\$ _____

### **PROJECTED CONSTRUCTION EMPLOYMENT IMPACT**

- I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year		\$ _____	\$ _____
Year 1		\$ _____	\$ _____
Year 2		\$ _____	\$ _____
Year 3		\$ _____	\$ _____
Year 4		\$ _____	\$ _____
Year 5		\$ _____	\$ _____

### **PROJECTED PERMANENT EMPLOYMENT IMPACT**

- I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application.
- II. Estimates of the total new permanent jobs to be created at the Project are described in the tables in Section IV of the Application.
- III. Please provide estimates for the following:
- A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.
- IV. Provide the projected percentage of employment that would be filled by Columbia County residents:
- \_\_\_\_\_
- A. Provide a brief description of how the project expects to meet this percentage:

### PROJECTED OPERATING IMPACT

I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 <sup>st</sup> year following project completion)	\$ _____
Additional Sales Tax Paid on Additional Purchases	\$ _____
Estimated Additional Sales (1 <sup>st</sup> full year following project completion)	\$ _____
Estimated Additional Sales Tax to be collected on additional sales (1 <sup>st</sup> full year following project completion)	\$ _____

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"):

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

### CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

<b>Date Signed:</b> _____, 20__.	<b>Name of Person Completing Project Questionnaire on behalf of the Company.</b>
	<b>Name:</b> _____
	<b>Title:</b> _____
	<b>Phone Number:</b> _____
	<b>Address:</b> _____
	<b>Signature:</b> _____

## SCHEDULE A

## CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company.

[illegible]

Should you need additional space, please attach a separate sheet.

DRAFT FOR DISCUSSION PURPOSES ONLY  
DATED: JUNE \_\_, 2016

---

COLUMBIA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

[BORROWER]

---

UNIFORM AGENCY PROJECT AGREEMENT

---

DATED AS OF [DOCUMENTDATE]

---

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE  
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED  
AT [PROJECTADDRESS] IN [PROJECTCITY], COLUMBIA  
COUNTY, NEW YORK.

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and is for convenience of reference only.)

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## UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of [DocumentDate] (the "Uniform Agency Project Agreement") by and between COLUMBIA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 4303 Route 9, Hudson, New York, 12534 (the "Agency") and [BORROWER], [BorrowerType] duly organized and validly existing under the laws of the [BorrowerJurisdiction] having an office for the transaction of business located at [BorrowerStreet], [BorrowerCityState] [BorrowerZip] (the "Company");

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 366 of the Laws of 1976 of the State, as amended, codified as Section 895-1 of the General Municipal Law of the State (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in [ApplicationMonthYear], [Borrower] (the "Company"), a [BorrowerType] duly organized and validly existing under the laws of the [BorrowerJurisdiction], presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) [ProjectDescription]; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

[WHEREAS PARAGRAPHS TO BE INSERTED BASED ON TRANSACTION STRUCTURE]



WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the "Public Benefits"), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency: and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

"Application" means the application submitted by the Company to the Agency in [ApplicationMonthYear] with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

"Basic Documents" shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

"Completion Date" means the earlier to occur of (A) [CompletionDate] or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

"Contract Employee" means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company's payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company's payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

"Conveyance Documents" shall have the meaning set forth in the Lease Agreement.

"Equipment" shall have the meaning set forth in the Lease Agreement.

"Facility" shall have the meaning set forth in the Lease Agreement.

"Financial Assistance" means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

"Full Time Equivalent Employee" means (A) a full-time, permanent, private-sector employee on the Company's payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two part-time, permanent, private-sector employees on Company's payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

"Land" means an approximately [LandSizeShort] parcel of land located at [ProjectAddress] in [ProjectCity], Columbia County, New York.

"Lease Agreement" means the lease agreement dated as of [DocumentDate] by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Payment in Lieu of Tax Agreement" means the payment in lieu of tax agreement dated as of [DocumentDate] by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

"Project" shall have the meaning set forth in the Lease Agreement.

"Project Facility" means, collectively, the Land, the Facility, and the Equipment.

"Recapture Events" shall mean the following:

- (1) failure to complete the acquisition, construction, and installation of the Project Facility;
- (2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application;
- (3) liquidation of substantially all of the Company's operating assets and/or cessation of substantially all of the Company's operations;
- (4) relocation of all or substantially all of Company's operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;
- (5) transfer of jobs equal to at least fifteen percent (15%) of the Company's Employment Level out of Columbia County, New York;
- (6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;
- (7) sublease of all or part of the Project Facility in violation of the Basic Documents;
- (8) a change in the use of the Project Facility, other than as [Project Use] and other directly and indirectly related uses; or
- (9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 80% of the Total Project Costs as set forth in the Application.

"Recapture Period" means [Recapture Period].

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is [BorrowerType] duly organized and validly existing under the laws of the [BorrowerJurisdiction], is duly authorized to do business in the State and has the power under the laws of the [BorrowerJurisdiction] to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its [BorrowerGoverningBody] has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its [BorrowerOrganizationDocument], [BorrowerOperatingDocument] and the laws of the [BorrowerJurisdiction] to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its [BorrowerGoverningBody], the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery

and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its [BorrowerOrganizationDocument], [BorrowerOperatingDocument] or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III  
COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

- (1) sales and use tax exemptions: \$ \_\_\_\_\_
- (2) a mortgage recording tax exemption: \$ \_\_\_\_\_
- (3) a real property tax exemption: \$ \_\_\_\_\_

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

- (1) That the Project is described as follows: [ProjectDescription]
- (2) That the Project will furnish the following benefits to the residents of Columbia County, New York (the "Public Benefits"): [PublicBenefits].

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a [table or formula] describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Closing Date. To file with the Agency, prior to the Closing Date, an employment plan, based on the employment projections contained in the Application, regarding the number of people expected to be employed at the Project Facility and certain other matters, in substantially the form attached as Exhibit G to the Lease Agreement.

(B) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility and certain other matters as required under Applicable Law, an annual status report (the "Annual Status Report," in substantially the form attached hereto as Schedule E and attached as Exhibit H to the Lease Agreement).

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) Employment Consideration. (1) Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(2) To use its best reasonable efforts to hire Columbia County, New York based contractors in connection with the construction and installation of the Project Facility.

(i) During the undertaking of the Project, the Company will provide the Agency with periodic written reports, in form and substance reasonably satisfactory to the Agency, describing the names and addresses of each local contractor to whom an opportunity to bid for work relating to the Project was provided.

(ii) Within thirty (30) days following the Completion Date, the Company will provide the Agency with a written report, in form and substance reasonably satisfactory to the Agency, describing the names and addresses of all the contractors to whom an opportunity to bid for work relating to the Project was provided, together with a list of the successful bidders for such work.

(E) Employment Level. (1) To maintain, as described in the Application, the following employment level (the "Employment Level") during the term of the Uniform Agency Project Agreement, beginning no later than \_\_\_\_\_ ( ) years after the Completion Date:

Year	Total Employees
	Not Applicable
	___ Full Time Equivalent Employees
	___ Full Time Equivalent Employees

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Status Report, the Company is required to submit, or cause to be submitted, within sixty (60) days after the end of each calendar year: a form NYS-45 as of the last payroll date in the month of December (the "Quarterly Report," a copy of which is attached hereto as Schedule A and, together with the Annual Status Report described in Section 3.02(B) above, being collectively referred to as the "Employment Affidavits") or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be the number reported in the Employment Affidavits delivered by the Company pursuant to Section 3.02(B) and this Section 3.02(E)(2).

(b) In the event that some or all of the Full Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the



responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(F) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Uniform Agency Project Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an "Event of Default" under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility (the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the "Project Financial Assistance"), all in accordance with the terms of this Section 4.03. The Company

hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Columbia County that the Company would have paid as of the date of determination in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency;

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(3) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

Year <sup>1</sup>	Amount of Recapture
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance
	___% of the Project Financial Assistance

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

<sup>1</sup> Start immediately following Closing Date, and have 100% numbers run during construction and include the first year following Completion Date, and then extend terms for the same term as the PILOT Agreement, with % numbers equally divided for the remaining term.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Policy Respecting Recapture of Project Benefits" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Financial Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release, or modification of this Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

ARTICLE V  
MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until [BenefitAgreementTerminationDate].

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

[Borrower]  
[BorrowerStreet]  
[BorrowerCityState] [BorrowerZip]  
Attention: [BorrowerContact]

WITH A COPY TO:

[BorrowerCounselFirm]  
[BorrowerCounselStreet]  
[BorrowerCounselCityState] [BorrowerCounselZip]  
Attention: [BorrowerCounsel1]

IF TO THE AGENCY:

Columbia County Industrial Development Agency  
4303 Route 9  
Hudson, New York 12534  
Attention: Chairman

WITH A COPY TO:

Guterman Shallo & Alford, PLLC  
21 North 7th Street  
Hudson, New York 12534  
Attention: Theodore Guterman, Esq.

and

Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207  
Attention: A. Joseph Scott, III, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Project Benefits Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COLUMBIA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Authorized Officer

[BORROWER]

BY: \_\_\_\_\_  
Authorized Officer

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

[BORROWER]

BY: \_\_\_\_\_  
Authorized Officer



STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF COLUMBIA                )

On the \_\_\_\_ day of [NotaryMonth], in the year [NotaryYear], before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

)

) ss.:

COUNTY OF

)

On the \_\_\_\_ day of [NotaryMonth], in the year [NotaryYear], before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE A  
NYS-45  
QUARTERLY REPORT

41329412

For office use only  
Postmark

100

Received date

: LA  
: SK

A

1.  $\frac{1}{2}$   $\frac{1}{2}$

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Telephone number

Withholding  
identification number



41329429

### Part D - Form NYS-1 corrections/additions

Use Part D only for corrections/additions for the quarter being reported in Part B of this return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete only columns c and d. Lines 12 through 15 on the front of this return must reflect these corrections/additions.

a Original last payroll date reported on Form NYS-1, line A (mmdd)	b Original total withheld reported on Form NYS-1, line 4	c Correct last payroll date (mmdd)	d Correct total withheld

### Part E - Change of business information

22. This line is not in use for this quarter.

23. If you permanently ceased paying wages, enter the date (mmddyy) of the final payroll (see Note below) .....

24. If you sold or transferred all or part of your business:

- Mark an X to indicate whether in whole ☐ or in part ☐
- Enter the date of transfer (mmddyy) .....

• Complete the information below about the acquiring entity

Legal name	EIN
Address	

Note: For questions about other changes to your withholding tax account, call the Tax Department at (518) 485-6654; for your unemployment insurance account, call the Department of Labor at (518) 485-8589 or 1 888 899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRN	Preparer's SSN or PTIN	Mark an X if self-employed <input type="checkbox"/>
	Preparer's firm name (or yours, if self-employed)	Address	Firm's EIN	Telephone number ( )	
Payroll service's name			Payroll service's EIN		

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment.
- Enter your withholding ID number on your remittance.
- Make remittance payable to NYS Employment Contributions and Taxes.
- Enter your telephone number in boxes below your signature.
- See *Need help?* on Form NYS-45-I if you need forms or assistance.

Mail to:

NYS EMPLOYMENT  
CONTRIBUTIONS AND TAXES  
PO BOX 4119  
BINGHAMTON NY 13902-4119

NYS-45 (2/13) (back)

SCHEDULE B

POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

SCHEDULE D  
COPY OF APPLICATION



SCHEDULE E  
ANNUAL STATUS REPORT

January \_\_, 20\_\_

Re: New Project Verification

Dear:

The Columbia County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the [ProjectCity], Columbia County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the IDA by \_\_\_\_\_. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please-correct any information above)

**Financing Information**

Has the Agency provided project financing assistance through issuance of a bond or note)

Yes

No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued \_\_\_\_\_
- Outstanding principal balance of such bond or note at December 31, 20\_\_ \_\_\_\_\_
- Principal paid during 20\_\_ \_\_\_\_\_
- Outstanding principal balance of such bond or note at December 31, 20\_\_ \_\_\_\_\_

Interest rate on mortgage as of December 31, 20\_\_ \_\_\_\_\_

Final maturity date of the bond or note \_\_\_\_\_

Is the Company a not-for-profit? \_\_\_\_\_

**Sales Tax Abatement Information**

Did your company receive Sales Tax Abatement on your Project during 20\_\_?

Yes

No

If so, please provide the amount of sales tax savings received for each year \_\_\_\_\_

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

**Mortgage Recording Tax Information**

Did your company receive Mortgage Tax Abatement on your Project during 20\_\_?

Yes

No

The amount of the mortgage recording tax that was abated during 20\_\_: \_\_\_\_\_

**Job Information**

Number of full time equivalent employees ("FTE") existing jobs by category **before IDA status:**

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Current number of FTE employees for 20\_\_ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **created** during 20\_\_ as a result of the assistance received through the IDA by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs retained during 20\_\_ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 20\_\_

Number of FTE construction jobs during 20\_\_

#### Salary and Fringe Benefits

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts using the table below:

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Capital District Economic Development Region <sup>2</sup>				

<sup>2</sup> The Capital District Economic Development Region consists of the following counties: Albany, Schenectady, Rensselaer, Greene, Columbia, Saratoga, Warren and Washington.

**Capital Investment Information**

20__ Capital Investment	_____
Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
<b>Total Capital Investment</b>	_____

**Officer's Certification**

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of [DocumentDate] by and between the Company and Columbia County Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: \_\_\_\_\_  
(Authorized Company Representative)

Date: \_\_\_\_\_