

**COUNTIES OF WARREN AND WASHINGTON**  
**INDUSTRIAL DEVELOPMENT AGENCY**

5 Warren Street, Suite 210  
Glens Falls, New York 12801

Tel. (518) 792-1312

The April Executive Park Meeting for Warren Washington Industrial Development Agency was held on Wednesday, April 8, 2020 via teleconference at 9:00 a.m. The following were:

<b><i>PRESENT:</i></b>	Dave O'Brien	Chairman
	Craig Leggett	Vice Chairman
	Brian Campbell	Park Chair
	Mike Wild	At-Large Member

<b><i>ABSENT:</i></b>	Michael Bittel	Secretary/Treasurer
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***The following were also present:***

Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
Tom Jarrett	Jarett Engineers
Jack Kelley	Coldwell Banker Commercial
Michael Goot	Post Star
Mandated verbatim minutes were taken by:	Alie Weaver, Office Administrator

Mrs. Weaver: Okay, attendance...is anyone else on the line, Kara are you there?

Attendance:	Present	Absent
Dave O'Brien	X	
Michael Bittel		X
Craig Leggett	X	
Mike Wild	X	
Brian Campbell	X	
<b>TOTALS</b>	<b>4</b>	<b>1</b>

Ms. Lais: Yep I'm here.

Tom Jarrett, Jack Kelley, Michael Goot

Mrs. Weaver: Okay, thank you.

Mr. O'Brien: Okay so the first thing I need is the park, Jack you got any potential updates?

Mr. Kelley: Well basically the project with the solar company is still alive. Jeff, who was at our last meeting of the committee, sent it to the attorney and I talked to Jeff, I think it was yesterday and he had not heard back from him. Their offices are down by the Tapan Zee Bridge or Mario Cuomo Bridge so they're right in the

bull's eye of what's happening down there so I didn't really expect to hear something back except for the fact that they are still very interested. There was a report at first that there was other users on the line and they didn't know if was going to be feasible, they believe that they can move forward with capacity from the solar project but it won't be as large of a project as they had originally indicated. Also, since the last committee meeting, the Chairman and myself had a conference call with Jake Kenyon and his real estate person. His plans changed but now from wanting to go to Lot 3 and possibly coming over to those lots across from the wood shavings place to do something larger but even sense he came up with that concept because of what's happening here and around the world, impact on the economy, he's putting things on hold a little bit as is the other party who has someone to build him a warehouse for his business, he's still waiting to see how the economy shakes out. So, we still have three potential projects out there with different varying plates and until we can take and find out what the status is going to be with this economy, two of them are on hold. I'd be happy to answer any questions.

Mr. O'Brien: So, with that are they sticking with the same price? I thought we had them up to what, one sixty-five? Was that correct if my memory serves me?

Mr. Kelley: Yeah, I think your memory is correct, I don't have the notes in front of me or the contract we put back. Some off the record comments was that they didn't think that amount would still stand because of the smaller size of the facility but we're currently talking here a few thousand dollars so I don't think it's gonna make or break the project one way or the other. The parts that I think that we still are discussing, and maybe Kara can comment on this, cause it comes from her suggestions, her comments. They had a provision in there linked to confidentiality which is not an unusual paragraph that's put in commercial transactions because the IDA is subject to FOIL and transparency, etc. We needed to cross that out and then there's some other discussions in there as it related to who's going to be paying what filing fees and when and things of that sort so the deal, in my opinion, is still very much alive, it's just a matter of getting down to the details. Kara, did you have anything else to add to that?

Ms. Lais: No, I don't have anything else to add. (garbled) the number is one sixty-five. They haven't commented back since I sent the set of comments, to my knowledge, the counsel hadn't. We tried to have a conference call but I guess I wasn't sure of where they were on their review of our comments and they were asking us to comment and I didn't really have anything to comment on since they hadn't responded back yet. But it sounds like that's where they are now, in the process, right Jack, they are reviewing our most recent set of changes?

Mr. Kelley: Yes, yes that is correct and, I apologize, I may have confused things a little bit because when I sent my original transmittal memo, I indicated that those were comments that I had made changes to the agreement and still left the caveat out there subject to attorney review and I think they wanted some further comments as to wanting it put together but we've got that straightened out and it's just a matter now having their attorney, whatever his status is, I don't know if he's sick or whatever it is but Jeff had not heard back from him and I think it's fully reasonable in light of what's all taking place down there at the bull's eye.

Mr. O'Brien: Okay. Any other comments Jack? Brian? Did I hear someone else just join? Okay. I will need an approval of March 4<sup>th</sup>, 2020 minutes for the Executive Park.

Mr. Campbell: So moved.

Mr. Wild: Second.

Mr. O'Brien: That was Brien that moved it, correct? And it was seconded. Any further discussion? All in favor? Oh we gatta do roll call, sorry.



VOTING:	AYES	NAYS	ABSTAIN	ABSENT
Dave O'Brien	X			
Michael Bittel				X
Craig Leggett	X			
Mike Wild			X	
Brian Campbell	X			
<b>TOTALS</b>	<b>3</b>		<b>1</b>	<b>1</b>

Mr. O'Brien: Opposed? Okay, old business. Dewatering land update. Had some ongoing conversations with them. WL is discussing with Fort Edward LPDC the fact that they may want to purchase an additional property. They want to make sure that the traffic flow is good for their trucks to whatever the tractor trailer and shipping so they are discussing that. They got a proposal and I received a map; a proposal and Fort Edward LPDC is discussing this. See what happens. We've also given the prorations of what's due at my estimate after looking at it would be, or I should say our estimate, what is due at closing for prorations, what's due from each party. So that's a process. We have a conference call tomorrow about comments on the road, deed; we'll have some comments on the road, deed and other things he'd like to discuss so beyond that conversation they are hopefully going to look at doing the subdivision starting hopefully in the first part of April, no the first part of May, I'm sorry. Wants to clear to close somewhere near August so that's the progress on that. I think that Kara can update us on the status of the deeds for all the properties, if you could at this point please Kara?

Ms. Lais: Sure, we received a proposed deed from the EPA, we reviewed that, we sent it on to the title company. They reviewed it, they have a couple of questions and WL has also seen it. They still have a couple of questions which I think will be part of our conference call tomorrow and then we're just kind of working off the logistics and getting all the additional forms that are necessary with counsel at EPA. So hopefully we'll have that all wrapped up here currently and then we'll be able to move forward on that piece at that time.

Mr. O'Brien: And then we'll have just subdivision of the other two pieces of property.

Ms. Lais: Yeah, the one thing is to file is to determine, in light of the current situation, how the application can be made and right now they don't have any meetings scheduled but we've been advised that they will hold a meeting once they get an application from us so we're just working out specifics to get that together. We have the mapping as completed so I'm just finalizing the application. I need to get the sign-off from WCC in respect to their piece and the town in order to (garbled).

Mr. O'Brien: Okay.

Mr. Wild: Dave, it's Mike. A question? It's primarily related to position of real property for WL. This property that they're for to add, does it have any impact on other sites and the ability to kind of preclude other sites from being sold as well?

Mr. O'Brien: No, actually what it is going to have a challenge with is the and they've offered easements is with the rail access on the back end. They've offered to work out any type of easement we need because they're not gonna build there, they just wanna make sure their trucks flow there without any impediment. So we're going to be working on that, I got some comments back from Davidson. We're gonna be discussing it and finding out how we can do that so, no it would not impact anything else.

Mr. Wild: Okay, thanks.

Mr. O'Brien: There is a possibility that with the economic situation and their delays, we may be looking well we're gonna have to revisit with the new acquisition we're gonna have to revisit the base values for the PILOT agreement so we'll have to revisit that and we may end up potential looking at restructuring a little bit how the PILOT's in place but more information to come as we solidify some of the other details so we'll hopefully by the next meeting by the full board meeting I'll have some other information. Cause adding additional properties can end up changing their base values. Any questions? Town and county tax update, Alie?

Mrs. Weaver: Okay, can you hear me?

Mr. O'Brien: I can hear you now.

Mrs. Weaver: Okay. The two that have been late are still late however they actually reached out to me prior to April first to let me know that payment wasn't going to be made before April first and to go ahead and incur any additional penalties and interest and send out a new statement for them which I did do and one of them did try to pay, I got most of the money but they were short on a late payment so that is all they owe but I am in contact with them. I think they're just not in the office right now to do anything but we're all in communication.

Mr. O'Brien: Any questions for Alie? Thank you Alie. Recaptures. I think we're back to the spreadsheet that was out last year that there were a few questions on there. I think we resolved all but one. Kara can you give us an update on where we stand on the recaptures?

Ms. Lais: Sure, we received everything from the Market 32 project in Fort Edward. Alie when through that and I went through it as well and we've got all the ST 340's complete with the and there were three appointed businesses in respect to that project. So it was 354 Broadway who was the owner of the property, Price Chopper which obviously is the entity that's there and then they had their contractor, I'm missing the name of them, hang on one second.

Mr. Leggett: Bast Hatfield.

Ms. Lais: Yes, thank you. And so none of those entities exceeded their authorization that they received based on their ST 340's that were submitted. 354 Broadway, they were allotted \$29,750, they reported that they used \$29,750. Price Chopper was allotted \$522,023, they used \$513,745.49 and Bast Hatfield had an allotment of \$326,340 and they used \$112,648.51. So there does not appear to be any need for recapture in respect to that project. We are waiting on an ST 340 for Lake George Plaza which is the Price Chopper that's in Warrensburg. So we cannot finalize that one and I believe, from an email that Alie sent this morning, we're still waiting on one item from Patti Company/Morris Products project to confirm their figures as well. There was a change in ownership with Patti Company/Morris Products so I think that might be maybe and I believe that Price Chopper is just not in the office right now, is that right Alie?

Mrs. Weaver: That's correct. I am reaching out to them through email and she did try to check every file that she had available to her but what I'm specifically looking for she says is in the office and they're not able to go there. As far as Patti/Morris goes, I'm talking to the CPA that normally handles the ST 340's. She seems to be in the office and she said that she'd be able to get specifically what I'm asking for by the end of this week.

Mr. O'Brien: Okay.

Mr. Leggett: Mr. Chairman Craig here. On one of the document, page four of six of the Price Chopper thing, it's said total Warrensburg sales tax savings but all the other documents have to do with Market 32 in Fort



Edward so is that summary for total project sales tax savings Fort Edward IDA 12/31/16, is that just a typo where it says total Warrensburg sales tax savings \$179,000?

Ms. Lais: You mean on Price Chopper's their own document that they put theirs like it's the cover page? Yeah, I see where, I did confirm with them that because those numbers matched up with Market 32 project, not the project for the Warrensburg project. They have the same form; they have the same exact form for the Warrensburg project as well.

Mr. Leggett: Okay thank you.

Ms. Lais: You know that at the top it says, it's kind of darkened out, but it says Fort Edward IDA? Just refer to on the bottom there that's the (garbled).

Mr. Leggett: Okay.

Mr. O'Brien: So Kara, I mean we've been asking for, in some cases we've asked for these 340's, if they can't find them what are our options at that point?

Ms. Lais: Well I mean if they can't find them, they're still required to submit them. Even if they're not timely. So the next step you know in my opinion would be to say "well you need to prepared it for that year ending, whatever the year that's missing and then file that with tax and finance and give us a copy as well". If they can't find them that's not you know that doesn't alleviate the need to still prepare them and file them. So that would be the next step is the say "well regardless we still need those and they need to be filed".

Mr. O'Brien: Okay, what if they can't find the records? I mean there's been multiple changes in ownership. I don't know if they have them or not but I'm not even sure what year we're looking for for these people.

Ms. Lais: I suppose if that's the argument they're gonna take and their accountant is also gonna say that they have no record then it's up the IDA if you want to take action that's they're not in compliance with the closing documents that they ventured into the agreements with them because this is a requirement for them to fulfill as part of the project. To me it's a difficult argument to make that we don't have any of these records, nobody has any of these records for respect of this project that was undertaken. Certainly, the contractor is still in business they must have records, somebody's accountant must have them.

Mr. O'Brien: Okay well let's see if they get them to us this week and go from there. Okay, thank you. Go ahead. Hello? Was someone trying to say something? Okay, I thought someone was trying to say something. Okay, then new business. Jarrett contract has run out several years ago. We went back to him and said that we're asking for to look at renewing the contract we have all the information there. According to our procurement policy we do not have to go out to bid on these. So what I'd like to do is get ready for the full board meeting. They have sent a proposal it was sent out for you to review. There is a change to the prices, Tom are you still on the phone? I guess Tom left us. The first item went up from \$95 to \$105 an hour, project managers went up \$15/hour to \$100/hour, \$80 for project professionals, that went up \$5 and \$75 for designers plus up to \$60/hour administrative assistance so that's what they've got on the table. Any discussion on that at this point?

Mr. Leggett: Mr. Chairman, Craig here.

Mr. O'Brien: Yes Craig.

Mr. Leggett: On page 4, 5 ownership/use of documents, I always wonder about this. I wonder if I can get some clarification. It says that all documents will be owned by the company, Jarrett Engineering. How does that work when we pay for services, obviously we have use of what they prepared but why does ownership be retained by the engineers?

Mr. O'Brien: Kara, that's your alley.

Ms. Lais: I mean that's pretty standard that they would indicate that they retain ownership of it, if the relationship, if the IDA no longer uses Jarrett or breaks ties then they retain ownership of all those documents. You may have copies of those, you're not holding them out as your own in respect to being able to say they are your documents, they're retained by the engineer as they prepared them. I'm not really concerned about it, it's a standard clause that's included in most engineering contracts of that nature. For you to rely on a certain person, five years from now he may not want you to take that position based on some circumstances that if he's no longer working for the IDA they're not gonna be able to have that right to say we don't that document so you should rely on these now. So they take the position that they maintain them.

Mr. Leggett: Okay.

Mr. O'Brien: Any other questions? So I take a motion to move this to the full board for approval.

Mr. Leggett: Craig here I'll move it.

Mr. O'Brien: Moved by Craig, second?

Mr. Campbell: Brian, I'll second it.

Mr. O'Brien: Brian seconds, any further discussion?

Mr. Wild: Mr. Chairman, it's Mike. I want to go back to what Kara said. It is a standard clause but if we decide to use another engineering company, all the data that they have, we can't get access to it, if I'm correct. And it would be wise for us to kind of hold on to this just in case that did happen; that for some reason we didn't want to use this firm and we wanted to give the data to another firm to help us do something else.

Mr. O'Brien: That's a good point. Kara?

Ms. Lais: I don't believe that he's indicating that you have to return anything that he's prepared to date. Or are you saying his background that he might not have shared his (garbled).

Mr. Wild: I'm just thinking of an example I have was a survey map, the survey is all electronic and they give you paper documents. Well if I wanted to use another survey, I'd have go out and have them recreate that original survey electronically so they could do the next things I needed done. I think we'd like to have those electronic documents at our disposal.

Ms. Lais: You mean to share with another surveyor?

Mr. Wild: In case we wanted to do something like that.

Ms. Lais: I mean we can ask him if he's willing to do that. I'm not sure that we would have the capability to save those documents in the format that enables another surveyor to work, to modify. My office wouldn't have the software capable to handle, we don't have any of those programs.



Mr. Wild: I get it but another engineering firm would have that similar software I would guess.

Ms. Lais: So you'd want a clause in there that says, if I understand this right, you would want a clause that allows us to request that the documents in their original form be transmitted through a third party of our choosing, if we request that in the future. Is really you're saying then?

Mr. Wild: I'm not sure we really wanna go that far because it would raise all sorts of red flags for those guys. We would just like the original electronic documents also.

Ms. Lais: I mean I don't think they would have a problem what Jarrett has at this point I mean the electronic documents he has in his file. I mean you're able to have those if he has them in an electronic format verses a paper file.

Mr. Wild: It's all debating a question of ownership right so you know if they have ownership are they saying that no one else can use that document to provide additional information for us and are we locked into using Jarrett forever?

Ms. Lais: No, we're not but I mean if you went to a different engineering firm they would want to, they would not maybe necessarily want to rely on anything that Jarrett has done to date either. They would most likely want to verify the information, start from that information and verify. And then issue their own documentation as a protection. They have to note it as being their opinion with respect to something. I don't necessarily know that any new firm would say "okay we're gonna take this and go from there", they would wanna verify the information.

Mr. Wild: Of course, it more than a broad starting point on a blank page. It's got a lot of data on it that they can use to verify, all I'm thinking of it's an electronic data is important and they hold ownership of that then we don't ever get it.

Ms. Lais: So basically, what we wanna make sure is, we don't necessarily care, from what I'm understanding, we don't necessarily care that they assume that they're the owner of it, but we wanna have access to it.

Mr. Wild: That's where we get into the legal term, what's the term of ownership verses access and use? So it could be, if I go further with this, ownership could mean that it's original format no one can change anything and put their stamp on it. But from a use standpoint, we can use that to do our own modifications and put a different stamp on it.

Ms. Lais: Yeah, I mean I think that happens all the time. If someone retains the services of a new surveyor, for instance, and there's already an existing survey, you provide them with the already existing survey, they go out, they reverify and then they create their own document, their own survey. Based on the one that's already prepared. I think, so for instance, you see this a lot in a contract situation where the buyer will say "if I do all my due diligence I'm at the end of the day not gonna share any of my studies with you" and sellers are sometimes like "well I really want you to share all that information with me because if this deal falls apart then I already have all these studies and information". I think that's similar to what you're saying Mike is that you wanna still have all these studies, all this information even if the relationship doesn't continue because you might be able to use all that in the future.

Mr. Wild: That's exactly it. And Kara this really extends from my experience in corporate contract law, and it's whoever writes the contract it's in their benefit so we just need to look closely. Whenever someone else writes a contract for us and we sign, just because it's a standard clause doesn't mean it's in the best interest of

us so I think you have an answer to what I'm looking for and I think we should do that with all of our contracts moving forward but that's just my talk. Thanks.

Ms. Lais: Yeah we can certainly, I can certainly reach out to him and ask him to make an additional addition to the I mean suggest kind of that would give you the right to access those documents at any time including at the end of any contractual relationship.

Mr. Wild: Right and it's electronic documents also.

Ms. Lais: Yep.

Mr. O'Brien: Yep. I think that's a good idea Kara just reach out to him and see what you can work out and we can amend the language in the contract.

Ms. Lais: Okay.

Mr. O'Brien: Okay? Thank you. Any other comments?

Mr. Campbell: Dave? Yeah, on that same issue, they will probably be at our meeting anyway, our regular meeting? Will they be available to talk, Jarrett?

Mr. O'Brien: We can add him on.

Mr. Campbell: I'm thinking maybe we could hear what they say that language means. I'd like that explained, I think Mike brings up a great point and I would like to see what, you know, it's probably written for their benefit no matter how you look at it. It might be nice to hear their explanation as to what the means cause maybe it means a little something different and maybe they could put it in layman's terms where we understand it better?

Mr. O'Brien: Okay, no problem. We can ask him to do that.

Mr. Wild: Dave, just a second. Just to add on to what Brian said, Brian we can ask those guys what they think it means but attorneys and the court system that will help decide that so I'm more interested in what Kara can work out.

Mr. Campbell: No, I agree.

Mr. O'Brien: Okay. No other comments? Roll call please.

VOTING:	AYES	NAYS	ABSTAIN	ABSENT
Dave O'Brien	X			
Michael Bittel				X
Craig Leggett	X			
Mike Wild	X			
Brian Campbell	X			
TOTALS	4			1



Mr. O'Brien: New Business, year end reporting, I think that's you Alie.

Mrs. Weaver: Yep, the PARIS report for the IDA and CDC was submitted on March 31<sup>st</sup> and so far, so good.

Mr. O'Brien: And we made it on time, thanks Alie, you did a great job on that.

Mrs. Weaver: Thank you.

Mr. O'Brien: One other think that I don't have on this agenda but I do wanna talk about is something we should discuss if at a certain point, I know the counties made provision for this, if at some point there's a further lockdown on being in the office, being out, I think we should adopt the same thing that the counties have done. If people are out because they're not allowed to travel, we request they work from home, if not they would still be paid their regular time during that period of time. This is nothing that the IDA controlled nor the employed controlled its out of our hands so we shouldn't allow our employees to suffer from that so I'd like to take up the same type of thing both counties have done is during this period of time, whether they work or not that we still pay them. Is that agreeable to people?

Mr. Wild: This is Mike, yes. I'm looking forward to my next paycheck.

Mr. O'Brien: Okay me too. Any other comments?

Mr. Campbell: Mike's at the top of his game today.

Mr. O'Brien: Yeah? Alright can I have a motion to record?

Mr. Campbell: I'll make the motion

Mr. Wild: Motion or second, which one would you like?

Mr. O'Brien: Motion by Brian, second by Mike Wild. Any further discussion? Roll call.

VOTING:	AYES	NAYS	ABSTAIN	ABSENT
Dave O'Brien	X			
Michael Bittel				X
Craig Leggett	X			
Mike Wild	X			
Brian Campbell	X			
TOTALS	4			1

Mr. O'Brien: Any other business come before the committee? Okay I will adjourn the Executive Park meeting and I will open the CDC Executive Governance meeting.

March 30, 2020

Dave O'Brien, Chairman,  
Warren Washington Counties IDA  
5 Warren Street  
Glens Falls, NY 12801

Re: Professional Engineering Services Agreement 2020-2021  
Warren Washington Counties Industrial Development Agency (IDA)

Dear Dave,

Attached is a proposed agreement between JARRETT Engineers, PLLC and the Warren – Washington Counties IDA for 2020 and 2021.

It has been a pleasure to work with the IDA over the years, and we look forward to continuing that relationship. If the Board authorizes this agreement, please sign the document and return a copy for our files. If you have any questions or would like to discuss any aspects of the proposal, please call me at 518-792-2907.

Sincerely,

**JARRETT *Engineers, PLLC***



Digitally signed by  
Gail Morehouse  
Date: 2020.03.30  
14:07:56 -04'00'

H. Thomas Jarrett, P.E.  
Principal

Encl: Professional Services Agreement

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**Professional Services Agreement**

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**Project Name:** Warren-Washington Counties IDA**Proj #95-15****Date:** March 30, 2020

**Compensation:** Work is billed on an hourly basis; current JARRETT *Engineers, PLLC* rates are \$105/hr for Principals/Senior Project Managers, \$100/hr for Project Managers and Sr Project Professionals, \$80/hr Project Professionals, \$75/hr for designers, technicians, field representatives, and cadd operators, plus up to \$60/hr for administrative assistance. Rates are subject to annual review and change to reflect increases in labor and operating expenses. Out of pocket expenses such as printing/photocopying, mileage, permit fees, equipment rental, etc, are billed at cost. Outside contractors/sub-consultants, not under contract with CLIENT, will be marked up 15% to cover overhead costs.

**Definitions:** 1) A "cost estimate" is an opinion of probable engineering fees, construction costs, or other outside services costs, based on ENGINEER'S professional judgment and experience, and is not intended, nor is it to be construed, as a guarantee of the actual cost. ENGINEER shall assume no liability for deviations in actual costs from estimated costs, and CLIENT agrees to set aside contingency funds to cover unforeseen costs/deviations. 2) "Certification" is an expression of ENGINEER's professional opinion, to the best of ENGINEER's knowledge, information, and belief. Such statement does not constitute a warranty or guarantee, either express or implied, by the ENGINEER. 3) CONTRACTOR shall mean general contractor and any/all subcontractors employed on project.

**Site Work:** CLIENT shall provide ENGINEER with right to enter project site(s) as required to perform work. Although ENGINEER shall exercise reasonable care in performing work, testing and other equipment may unavoidably cause damage, the correction of which is not part of work scope. CLIENT agrees to indemnify and hold ENGINEER harmless against any damages, liabilities, costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities, or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

**Approval of Work:** The work performed by JARRETT *Engineers, PLLC*, hereinafter referred to as ENGINEER, shall be deemed approved and accepted by CLIENT and CLIENT'S CONTRACTORS as and when invoiced to CLIENT unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective. CONTRACTOR shall be required by CLIENT to notify ENGINEER of defects or potential defects at time of discovery and failure to do so shall relieve ENGINEER of costs of remedying defects above the sum such remedy would have cost had prompt notification been given.

**Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon five (5) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, including breach of payment terms, through no fault of the terminating party. In the event of any termination, ENGINEER shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and reasonable termination expenses.

**Litigation:** If litigation is necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT. In the event that CLIENT institutes a suit against ENGINEER, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if CLIENT fails to obtain a judgment in CLIENT's favor, the lawsuit is dismissed, or if judgment is rendered for ENGINEER, then CLIENT agrees to pay ENGINEER all costs of defense, including attorney's fees, expert witness fees, court costs, and any and all other expenses of defense. CLIENT agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

**Observation and Testing of Construction, Safety:** The observation of construction by ENGINEER'S representative will be for the purpose of providing observation of the progress and quality of work completed. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Under no circumstances is it ENGINEER's intent, nor shall he have been deemed, to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of



ENGINEER's field representative at the site is to provide the CLIENT with a source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of ENGINEER's field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that ENGINEER will not be responsible for job or site safety on the project. CLIENT agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with Contractor. Client agrees to have Contractor indemnify ENGINEER and ENGINEER'S subconsultants, and to make both additional insured's under Contractor's liability insurance policies.

**Construction Phase Services:** CLIENT acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of ENGINEER's work. CLIENT further acknowledges that field and other conditions may change by the time project construction occurs, and that clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If ENGINEER's scope of services does not include on-site construction observation, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold ENGINEER harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of ENGINEER; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of ENGINEER. In the event CLIENT discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, CLIENT agrees to notify ENGINEER and engage ENGINEER to prepare the necessary clarifications, adjustments, modifications or other changes to ENGINEER work before construction activities commence or further activity proceeds. Further, CLIENT agrees to have provision in its construction contracts for the project which requires the contractor to notify CLIENT of any changed field or other conditions so that CLIENT may in turn notify ENGINEER pursuant to the provisions of this paragraph. CLIENT acknowledges that ENGINEER is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors. ENGINEER shall review Contractor submittals when requested by CLIENT, but only for the limited purpose of checking for conformance with the design concept and the information in the Construction Documents. The review shall not include accuracy or completeness of details, quantities, dimensions, construction means/methods, coordination with other trades or safety procedures, all of which are the responsibility of the Contractor.

**Safety and Hazardous Conditions:** CLIENT agrees that in accordance with generally accepted construction practices, contractor(s) will be required to assume sole and complete responsibility for job site conditions during the course of work of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and CLIENT further agrees to defend, indemnify and hold ENGINEER harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of ENGINEER. CLIENT shall provide ENGINEER's personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that ENGINEER's personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on. In the event the project site is classified as a Hazardous Waste/Materials Site during the execution of this contract's services, ENGINEER'S fee will reflect the need for ENGINEER to comply with current regulations, including OSHA and specialized employee training. It is understood and agreed that ENGINEER is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter, disposer, or detector (unless specifically included in scope of services) of hazardous or toxic substances found or identified at the site(s), and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at the site(s).

**Insurance:** ENGINEER shall procure and maintain throughout the period of this agreement, insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. The CLIENT recognizes that ENGINEER insurance policies contain certain exclusions including exclusions for work involving asbestos containing materials and for certain claims arising from the discharge, dispersal, released or escape of pollutants. In case ENGINEER shall, without fault on its part, be made a party to any litigation commenced by or against CLIENT, then CLIENT shall protect and hold ENGINEER harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by ENGINEER in connection with such litigation. CLIENT shall also pay all cost, expenses and reasonable attorney fees that may be



incurred or paid by ENGINEER in enforcing the covenants and agreements in this contract. Upon request the ENGINEER agrees to provide to the CLIENT a Certificate of Insurance naming the CLIENT as an additional insured.

**Ownership/Use of Documents:** All documents and instruments prepared by ENGINEER will be prepared in accordance with the Scope of Services, shall pertain only to the subject project, are prepared for the exclusive use of the CLIENT only for the intended purpose, and shall remain the property of the ENGINEER. Use of the documents and data contained therein for other purposes is at the CLIENT's sole risk and responsibility. ENGINEER shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

**Indemnification:** CLIENT shall indemnify, defend and hold ENGINEER harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions and the locations of underground utilities; (b) changes in documents, plans, or specifications, including electronic, made by CLIENT or others; (c) use by CLIENT or others of documents, plans, surveys, or drawings, including electronic, by ENGINEER for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of or deficiencies in data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, (g) costs arising from the discovery of concealed or unknown conditions on the site or within existing facilities, (h) independent laboratory analyses, unless said loss was solely caused by ENGINEER'S own negligence. ENGINEER makes no guarantee or warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that ENGINEER will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Limitations of Engineer's Liability:** The CLIENT agrees that ENGINEER'S liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of Fifty Thousand Dollars (\$50,000.00), or ENGINEER'S total fee on the project. ENGINEER has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless ENGINEER is responsible for such early termination, CLIENT agrees to release ENGINEER from all liability for work performed. ENGINEER makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing. ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Limitations of liability, and indemnifications, in this document shall extend to ENGINEER's partners, employees, and their heirs and assigns, as well as subconsultants and their officers, employees, heirs and assigns. CLIENT further agrees that CLIENT's sole and exclusive remedy, claim, demand, or suit shall be directed only against ENGINEER and not against ENGINEER's individual employees or partners. ENGINEER shall not be required to execute any documents that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**Controlling Laws/Severability/Survival:** This Agreement is to be governed by the laws of the State of New York. Any term or provision of this Agreement found to be invalid under statute of law shall be deemed omitted and the remainder of this Agreement shall remain in effect. All rights, duties, and obligations of the parties to this Agreement, including limitations of liability, indemnifications, warranties, and representations, shall survive completion or termination of Agreement and remain in full force and effect.

**Successors and Assigns:** Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

**Dispute Resolution/Notices:** Parties agree to attempt to resolve disputes through direct good faith negotiations. If that fails, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be submitted second for non-binding mediation, unless the parties mutually agree otherwise. All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, or when deposited in the U.S. mail, postage prepaid, and/or certified and return receipt requested.

Agreement Accepted by:

\_\_\_\_\_  
(Signature, Printed Name, and Title of Person Authorized to enter into binding Agreement)

\_\_\_\_\_  
(Date)





New York State Department of Taxation and Finance

**IDA Appointment of Project Operator or Agent  
For Sales Tax Purposes****ST-60**

(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

**For IDA use only**

Name of IDA Counties of Warren and Washington Industrial Development Agency		IDA project number (use CSC numbering system for projects after 1992) 5202-16-02A	
Street address 5 Warren Street		Telephone number (518) 792-1312	
City Glens Falls		State NY	ZIP code 12801
Name of IDA project operator or agent Price Chopper Operating Co., Inc.		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	
Street address 461 Nott Street		Employer identification or social security number 14-0566165	
City Schenectady		Telephone number (518) 379-1391	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of project Market 32		State NY	ZIP code 12308
Street address of project site 354 Broadway		Purpose of project (see instructions) Retail trade	
City Fort Edward		State NY	ZIP code 12628
Description of goods and services intended to be exempted from New York State and local sales and use taxes Construction materials, fixtures, furnishings			

Date project operator or agent appointed (mm/dd/yy) 02/09/16	Date project operator or agent status ends (mm/dd/yy) 08/31/17	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$7,457,620.00	Estimated value of New York State and local sales and use tax exemption provided: \$522,023.00	

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Harold G. Taylor	Print title Chairman
Signature 	Date 3/24/16
	Telephone number (518) 792-1312

**Instructions****Filing requirements**

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

**Purpose of project**

For Purpose of project, enter one of the following:

- |   |                   |
|---|-------------------|
| - Services  | - Construction    |
| - Agriculture, forestry, fishing                                  | - Wholesale trade |
| - Finance, insurance, real estate                                 | - Retail trade    |
| - Transportation, communication, electric, gas, sanitary services | - Manufacturing   |
|   | - Other (specify) |

**Mailing instructions**

Mail completed form to:

**NYS TAX DEPARTMENT  
IDA UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

**Privacy notification**

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 567, 1905, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 40505(c)(1).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

**Need help?**

**Internet access: [www.tax.ny.gov](http://www.tax.ny.gov)**  
(for information, forms, and publications)



**Sales Tax Information Center:** (518) 485-2889  
**To order forms and publications:** (518) 457-5431



**Text Telephone (TTY) Hotline**  
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**IDA Appointment of Project Operator or Agent  
For Sales Tax Purposes****ST-60**

(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

**For IDA use only**

Name of IDA Counties of Warren and Washington Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 5202-16-02A	
Street address 5 Warren Street		Telephone number (518) 792-1312	
City Glens Falls		State NY	ZIP code 12801
Name of IDA project operator or agent Bast Hatfield Construction, LLC		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/> Employer identification or social security number 14-0556165	
Street address 1399 Crescent Vischer Ferry Road, Suite 2		Telephone number (518) 848-0636	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City Clifton Park		State NY	ZIP code 12065
Name of project Market 32		Purpose of project (see instructions) Retail trade	
Street address of project site 354 Broadway			
City Fort Edward		State NY	ZIP code 12828
Description of goods and services intended to be exempted from New York State and local sales and use taxes Construction materials, fixtures, furnishings			

Date project operator or agent appointed (mm/dd/yy) 05/26/16	Date project operator or agent status ends (mm/dd/yy) 08/31/17	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$326,340.00	Estimated value of New York State and local sales and use tax exemption provided: \$4,662,000.00	

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Harold G. Taylor	Print title Chairman	Date 6/8/16	Telephone number (518) 745-1400
Signature 			

**Instructions****Filing requirements**

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

**Purpose of project**

For Purpose of project, enter one of the following:

- |   |                   |
|---|-------------------|
| - Services  | - Construction    |
| - Agriculture, forestry, fishing                                  | - Wholesale trade |
| - Finance, insurance, real estate                                 | - Retail trade    |
| - Transportation, communication, electric, gas, sanitary services | - Manufacturing   |
|   | - Other (specify) |

**Mailing instructions**

Mail completed form to:

**NYS TAX DEPARTMENT  
IDA UNIT**

onal information pursuant  
71, 171-a, 287, 308,  
closure of social security

when authorized by  
as for any other lawful

tain state agencies  
ctiveness of certain

penalties, or both,

YS Tax Department,

(s)

) 485-2889

) 457-5431



**Text Telephone (TTY) Hotline**  
(for persons with hearing and  
speech disabilities using a TTY):

(518) 485-5082



**Annual Report of Sales and Use Tax Exemptions  
Claimed by Agent/Project Operator of  
Industrial Development Agency/Authority (IDA)  
For Period Ending December 31, 2016 (enter year)**

**Project information**

Name of IDA agent/project operator <b>PRICE CHOPPER OPERATING CO., INC.</b>		Federal employer identification number (FEIN) <b>14-0556165</b>	
Street address <b>461 NOTT STREET</b>		Telephone number <b>518-379-1863</b>	
City <b>SCHEENECTADY</b>	State <b>NY</b>	ZIP code <b>12308</b>	
Name of IDA agent/project operator's authorized representative, if any <b>354 BROADWAY LLC</b>		Title	
Street address <b>170 WEST 74TH STREET</b>		Telephone number <b>(212) 362-9800</b>	
City <b>NEW YORK</b>	State <b>NY</b>	ZIP code <b>10023</b>	
Name of IDA <b>COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY</b>			
Name of project <b>MARKET 32</b>			
Street address of project site <b>354 BROADWAY</b>			
City <b>FORT EDWARD</b>	State <b>NY</b>	ZIP code <b>12828</b>	

1 Project purpose (mark an **X** in the appropriate box):

<input type="checkbox"/> Services	<input type="checkbox"/> Construction	<input type="checkbox"/> Agriculture, forestry, fishing
<input type="checkbox"/> Wholesale trade	<input checked="" type="checkbox"/> Retail trade	<input type="checkbox"/> Finance, insurance or real estate
<input type="checkbox"/> Transportation, communication, electric, gas, or sanitary services		
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Other (specify) _____	

2 Date project began (mm/dd/yy): 02/09/16

3 Beginning date of construction or installation (mm/dd/yy; see instructions): 02/09/16; ☒ actual ☐ expected

4 Completion date of construction phase of project (mm/dd/yy; see instructions): 08/31/17; ☐ actual ☒ expected

5 Completion date of project (mm/dd/yy; see instructions): 08/31/17; ☐ actual ☒ expected

6 Duration of project (actual or expected; years/months): 19 MOS

7 Total sales and use tax exemptions (actual tax savings; NOT total purchases) ..... 7 \$ 279,557 44

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document

Print name of officer, employee, or authorized representative signing for the IDA agent/project operator

Title of person signing

**ANNE DAVIS**

**VP OF TAX**

Signature

Date

*Anne Davis*

9/17

**Failure to annually file a complete report may result in the removal of authority to act as an IDA agent/project operator.**

Mail completed report to: **NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.**

**TOTAL PROJECT SALES TAX SAVINGS - FT****EDWARD IDA 12/31/16**

<b>Contractor</b>	<b>Sales Tax Savings</b>
<b>Price Chopper</b>	224,055.09
<b>Bast Hatfield</b>	55,502.35
<b>Total Warrensburg sales tax savings</b>	<b>279,557.44</b>
<b>Total expenditures</b>	3,993,677.71
<b>State sales tax savings - 4%</b>	159,747.11
<b>Local sales tax savings - 3%</b>	119,810.33
	<b>279,557.44</b>



# Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

For Period Ending December 31, 2017 (enter year)

## Project information

Name of IDA agent/project operator <b>PRICE CHOPPER OPERATING CO., INC.</b>	Federal employer identification number (FEIN) <b>14-0556165</b>
Street address <b>461 NOTT STREET</b>	Telephone number <b>(518) 379-1863</b>
City <b>SCHENECTADY</b>	State <b>NY</b> ZIP code <b>12308</b>
Name of IDA agent/project operator's authorized representative, if any <b>354 BROADWAY LLC</b>	Title
Street address <b>170 WEST 74TH STREET</b>	Telephone number <b>(212) 362-9800</b>
City <b>NEW YORK</b>	State <b>NY</b> ZIP code <b>10023</b>
Name of IDA <b>COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY</b>	
Name of project <b>MARKET 32</b>	
Street address of project site <b>354 BROADWAY</b>	State <b>NY</b> ZIP code <b>12828</b>
City <b>FORT EDWARD</b>	

- 1 Project purpose (mark an X in the appropriate box):
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Services   | <input type="checkbox"/> Construction            | <input type="checkbox"/> Agriculture, forestry, fishing    |
| <input type="checkbox"/> Wholesale trade  | <input checked="" type="checkbox"/> Retail trade | <input type="checkbox"/> Finance, insurance or real estate |
| <input type="checkbox"/> Transportation, communication, electric, gas, or sanitary services |  |  |
| <input type="checkbox"/> Manufacturing <input type="checkbox"/> Other (specify) _____       |  |  |
- 2 Date project began (mm/dd/yy): 02, 09, 15
- 3 Beginning date of construction or installation (mm/dd/yy; see instructions): 06, 01, 16; ☒ actual ☐ expected
- 4 Completion date of construction phase of project (mm/dd/yy; see instructions): 12, 11, 16; ☒ actual ☐ expected
- 5 Completion date of project (mm/dd/yy; see instructions): 12, 11, 16; ☒ actual ☐ expected
- 6 Duration of project (actual or expected; years/months): 6 MO

7 Total sales and use tax exemptions (actual tax savings; NOT total purchases) ..... 7 \$ 346,826 56

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative signing for the IDA agent/project operator

Title of person signing

**ELAINE GARNER****TAX DIRECTOR**

Signature

Date  
**1/31/18**

Failure to annually file a complete report may result in the removal of authority to act as an IDA agent/project operator.

Mail completed report to: NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.

**TOTAL PROJECT SALES TAX SAVINGS - FT  
EDWARD IDA 12/31/17**

<b>Contractor</b>	<b>Sales Tax Savings</b>	
<u>Price Chopper</u>	<u>289,680.40</u>	EXHIBIT (A)
 Bast Hatfield	 <u>57,146.16</u>	 EXHIBIT (B)
 Total Fort Edward sales tax savings	 <u><u>346,826.56</u></u>	
 Total expenditures	 4,954,665.12	
State sales tax savings - 4%	198,186.60	
Local sales tax savings - 3%	148,639.95	
	<u><u>346,826.56</u></u>	



**IDA Appointment of Project Operator or Agent  
For Sales Tax Purposes****ST-60**  
(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

**For IDA use only**

Name of IDA Counties of Warren and Washington Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 5202-16-01B	
Street address 5 Warren Street		Telephone number (518) 792-1312	
City Glens Falls		State NY	ZIP code 12801
Name of IDA project operator or agent 354 Broadway LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/> Employer identification or social security number 46-3147594	
Street address 170 West 74th Street		Telephone number (212) 362-9800	
City New York		State NY	ZIP code 10023
Name of project Market 32		Purpose of project (see instructions) Retail trade	
Street address of project site 354 Broadway		State NY	ZIP code 12828
City Fort Edward			
Description of goods and services intended to be exempted from New York State and local sales and use taxes Construction materials, fixtures, furnishings			

Date project operator or agent appointed (mm/dd/yy) 02/09/16	Date project operator or agent status ends (mm/dd/yy) 08/31/17	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$425,000.00	Estimated value of New York State and local sales and use tax exemption provided: \$29,750.00	

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA  
Harold G. Taylor

Print title  
Chairman

Date  
3/7/16

Telephone number  
(518) 792-1312

Signature

**Instructions****Mailing instructions**

Mail completed form to:

**NYS TAX DEPARTMENT  
IDA UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

**Privacy notification**

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 597, 1099, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 4050(e)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

**Need help?**

Internet access: [www.tax.ny.gov](http://www.tax.ny.gov)  
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889  
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline  
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

**Filing requirements**

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

**Purpose of project**

For Purpose of project, enter one of the following:

- |   |                   |
|---|-------------------|
| - Services  | - Construction    |
| - Agriculture, forestry, fishing                                  | - Wholesale trade |
| - Finance, insurance, real estate                                 | - Retail trade    |
| - Transportation, communication, electric, gas, sanitary services | - Manufacturing   |
|   | - Other (specify) |



**Annual Report of Sales and Use  
Tax Exemptions Claimed by  
Agent/Project Operator of Industrial  
Development Agency/Authority (IDA)**For period ending December 31, 2017 (enter year)**Project information**

Name of IDA agent/project operator 354 Broadway LLC		Employer identification number (EIN) 46-3147594	
Street address 170 West 74th Street		Telephone number ( 212 ) 362-9800	
City New York		State NY	ZIP code 10023
Name of IDA Counties of Warren and Washington IDA	Name of project Market 32		IDA project number 5202-16-01B
Street address of project site 354 Broadway		State NY	
City Fort Edward		ZIP code 12828	
Date project began 020916	Completion date of project 083117		Actual <input checked="" type="checkbox"/> Expected <input type="checkbox"/>
Total sales and use tax exemptions (actual tax savings; not total purchases)			\$ 12,705.00

**Representative information (not required)**

Authorized representative, if any	Title
Street address	Telephone number ( )
City	State ZIP code

**Certification**

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative	Title of person signing	
Signature		Date

If you do not annually file a complete report, we may remove your authority to act as an IDA agent/project operator.

Mail completed report to:

NYS TAX DEPARTMENT  
IDA UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



**Annual Report of Sales and Use  
Tax Exemptions Claimed by  
Agent/Project Operator of Industrial  
Development Agency/Authority (IDA)**For period ending December 31, 2016 (enter year)**Project information**

Name of IDA agent/project operator 354 Broadway LLC		Employer identification number (EIN) 46-3147594	
Street address 170 West 74th Street		Telephone number ( 212 ) 362-9800	
City New York		State NY	ZIP code 10023
Name of IDA Counties of Warren and Washington IDA	Name of project Market 32		IDA project number 5202-16-01B
Street address of project site 354 Broadway			
City Fort Edward		State NY	ZIP code 12828
Date project began 020916	Completion date of project 083117		Actual <input checked="" type="checkbox"/> Expected <input type="checkbox"/>
Total sales and use tax exemptions (actual tax savings; not total purchases)			\$ 17,045.00

**Representative information (not required)**

Authorized representative, if any	Title
Street address	Telephone number ( )
City	State ZIP code

**Certification**

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

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