

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

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

Tel. (518) 792-1312

The February Board Meeting for Warren Washington Industrial Development Agency was held on Tuesday, February 16th, 2021 via Zoom from 4:00 – 4:54 p.m. The following were:

PRESENT:

Dave O'Brien	Chairman
Ginny Sullivan	Member
Dan Bruno	Member
Nick Caimano	Member
Michael Bittel	Sec/Treasurer
Craig Leggett	Vice Chairman
Mike Grasso	Member

ABSENT:

Bruce Ferguson	Member
Brian Campbell	Park Chair
Mike Wild	At-Large Member

The following were also present:

Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
Lester Losaw	CEO/CFO
James Griffith	Supervisor White Creek
Michael Goot	Post Star
Bill Nikas	Sandy Hill Vision LLC
Minutes were taken by:	Alie Weaver, Office Administrator

January Minutes: Mr. Leggett made a motion to accept the January meeting minutes and Mr. Caimano seconded. All voted in favor by voice vote.

Accounts Payable: Mr. Leggett made a motion to accept the January payables and Mr. Bruno seconded. All voted in favor by roll call vote.

New Business:

Sandy Hill Tax Extension – Ms. Lais stated that the Sandy Hill Vision project's sales tax exemption status expired in September 2020 with a one-million-dollar project cost and \$500,000 sales tax exemption.

Mr. Nikas submitted a letter of request to increase the amount of sales tax exemption to \$610,000 with a \$700,000 project cost increase and extend the length of exemption.

Mr. O'Brien stated this would create an admin fee of \$5,250.00 plus legal costs.

Mr. Bittel commended Mr. Nikas on his project and dedication to the building.

Mr. Grasso asked Mr. Nikas if the restaurant was still planning on opening in the building and Mr. Nikas stated that the owners intend to open the restaurant after the pandemic.

Mr. Bittel made a motion to accept the resolution for the Sandy Hill sales tax increase and extension and Mr. Leggett seconded. All voted in favor by voice vote.

Glens Falls Housing Authority Sales Tax Request – Mr. O'Brien stated that Glens Falls Housing Authority has requested that the IDA Board members consider including fuel as a sales tax-exempt item for their project.

Ms. Lais stated that this item isn't a normal tax-exempt purchase, since it is hard to track, however other IDA's have included fuel in their agreements.

Mr. Grasso requested there be substantial documentation to show that the fuel reported is used at the project site and Ms. Lais stated that this can be specifically required.

After much discussion, Mr. Grasso made a motion to approved that fuel be included in sales tax exemptions for GFHA and Mr. Caimano seconded. All voted in favor by roll call vote.

Bridge at the Dewatering Facility - Mr. O'Brien stated that the bridge is now archived in the New York State inventory. This means that it is open for federal, state and Marschelli funding and makes it a quasi-public road and is a candidate for the Bridge New York program. The Bridge New York program is a 5% match.

Apartments – Mr. O'Brien stated that the IDA do not currently have a policy on apartments and suggested having one in place. He plans on discussing this further during the March Executive Meeting.

Park Business:

Lot Sales Updates - Mr. O'Brien stated that there are only three or four lots to sell until the delineation is clarified and requested the members to approve adding four lots to the appraisal.

Mr. Bittel made a motion to approve and Mr. Caimano seconded. All voted in favor by roll call vote.

Mr. O'Brien stated that NCES contacted Mr. John Connell to discuss the increased wetlands and possibly do reclassification or mitigation. He stated that a committee is appointed to work with NCES and Mr. Connell with members to include Mr. Grasso, Mr. Campbell and Mr. O'Brien. Mr. O'Brien stated that NCES's proposal to do this work has been included in the meeting packets to review and discuss.

Mr. Grasso made a motion to approve the proposal and Mr. Bruno seconded. All vote in favor by roll call vote.

Old Business:

Parcels Containing the Road Acquisition Update – Mr. O'Brien stated that all the parcels are in the IDA's name and will be filed before the March 1st deadline.

Sales and Marketing – Mr. Bruno had no updates at this time.

Regulatory Member Training/Surveys – Mrs. Weaver stated that Mr. Bittel and Mr. Campbell have completed some of the required training and will provide updated statuses at the next meeting.

ICC4 Late Tax Payments Updates – Mrs. Weaver that she is in contact with Mr. Scala and has received tax payments for 2020 Village and School and is awaiting the 2021 Town and County tax payments.

TDI Application – Mr. O'Brien stated that a response has been submitted to TDI from the attorney and towns and there are no further updates at this time.

Executive Director – Mr. Leggett presented some information he had gathered from 14 local IDA's for comparison. He stated that he plans on following up with them to retrieve more information.

Adjournment:

There being no other business, Mr. Caimano made a motion to adjourn the December WWIDA Board meeting, Mr. Campbell seconded and all voted in favor by voice vote.

Bill NIKAS
116 OAK STREET
P. O. BOX 267
HUDSON FALLS, NEW YORK 12839-0267

TEL #518-747-4169
FAX #518-747-8459

January 25, 2021

Counties of Warren & Washington IDA
Attn: David O'Brien, Chairman
5 Warren St., Ste 210
Glens Falls, NY 12801

Dear Chairman O'Brien

Re: Sandy Hill Vision Sales Tax Exemption

Late December I was reminded by Alie Weaver of my requirement to file the annual sales tax form to report the sales tax exemptions pertaining to the Sandy Hill Arts Center Project. Quite honestly, if Alie had not contacted me, I would have totally forgotten the filing requirement and the need to apply for an increase in the exemption due to the increase in project costs. Attorney Kara Laiss has recommended that I write this letter of explanation to you with the hope that the IDA Board would consider this letter as an application for same.

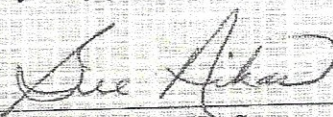
First, the increase in project cost was attributable to many hidden conditions of a one hundred year old deteriorating building. What we estimated to be the total project cost of no more than 1.4 million dollars turned out to exceed two million dollars, over half a million of which was expended in 2020. Compounding the problem was the impact of the pandemic which caused not only delays, but higher costs of materials and a limited labor market.

Based upon the above situation, I respectfully request the IDA to consider an increase in the original projected cost of Five Hundred Thousand dollars subject to sales tax to the actual project cost of Six Hundred Ten Thousand dollars. This would result in a revised sales tax exemption of Forty-two Thousand Seven Hundred dollars instead of the original Thirty-five Thousand dollar exemption.

I can happily say that the project has been completed with the exception of the restaurant, which awaits the end of the pandemic before our restaurant tenant can invest the funds to complete it. The rest of the building is active with numerous artists, the art gallery, and the AC Entertainment studio which offers vocal lessons, yoga, and dance classes for young and old.

Hopefully the IDA Board will consider the positive impact that the arts center will have on our community and excuse my oversight caused by the many challenges we faced during the most challenging year of 2020. Thank you very much for your consideration of this request.

Very truly yours,



WILLIAM L. NIKAS

WLN/bld
Enc.

cc: Kara I. Lais, Esq.
Fitzgerald, Morris, Baker and Firth, P.C.
68 Warren St.
Glens Falls, NY 12801

Adopted February 16, 2021

Introduced by _____
who moved its adoption.

Seconded by _____

**RESOLUTION TAKING ACTION EXTENDING AND INCREASING
AUTHORIZATION FOR SALES TAX EXEMPTION TO SANDY HILL VISION, LLC
AS AGENT OF THE AGENCY FOR THE PURPOSE OF CONSTRUCTING AND
EQUIPPING THE PROJECT FACILITY (AS DEFINED HEREIN)**

WHEREAS, Sandy Hill Vision, LLC (the "Company"), having an address of 116 Oak Street, Hudson Falls, New York 12839, is a limited liability company created pursuant to the Laws of the State of New York, and

WHEREAS, the Agency, on behalf of the Company, has undertaken a commercial project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold interest in certain real property located at 214-216 Main Street, Village of Hudson Falls, Town of Kingsbury, County of Washington, State of New York (the "Land", being more particularly described as tax parcel number 154.14-1-1); (ii) the planning, design, construction, operation and maintenance by the Company of an approximately 2,100 square foot restaurant, administrative office space, a community arts center including a 4,400 square foot performance space and 13 studio art spaces (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"), all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 862 of the Laws of 1971 of the State of New York (collectively, the "Act"), as amended; and

WHEREAS, under the "Act", the Legislature of the State of New York has granted the Agency the power and authority to undertake the Project; and

WHEREAS, by Resolution No. 19-02, dated March 18, 2019, the Agency named the Company agent for the Agency to undertake and develop the Project; and issued an IDA Appointment of Project Operator or Agent (ST-60) and its Letter of Authorization for Sales Tax Exemption to the Company (the "Exemption Letter"); and

WHEREAS, due to unforeseen expenditures, increased costs and unanticipated COVID delays, the project cost has increased by One Million Dollars (\$1,000,000.00) for a total project cost of Two Million Dollars (\$2,000,000.00); and

WHEREAS, pursuant to a letter dated January 25, 2021, Company has requested that the Agency extend its authorization for sales tax exemption until _____, 2021, and has requested that the sales tax exemption authorization be increased to Forty Seven Thousand Five Hundred Dollars (\$47,500.00) based on expenditures of Six Hundred Ten Thousand Dollars (\$610,000.00); and

WHEREAS, said increase is an additional benefit to the Company in the amount of \$12,500.00; and

WHEREAS, the Agency has reviewed information needed to make a determination to extend the sales tax exemption authorization.

NOW, THEREFORE, BE IT RESOLVED:

1. That it is in the best interest of the Agency to complete the Project as described above; and

2. That the Agency hereby authorizes the extension of the sales tax exemption for Sandy Hill Vision, LLC and all duly appointed third party agents to _____, 2021 and hereby approves of the increase of the sales tax exemption to Forty Seven Thousand Five Hundred Dollars (\$47,500.00) based on expenditures of Six Hundred Ten Thousand Dollars (\$610,000.00); and

3. That the Agency hereby approves of any necessary amendments and/or extension of the Agent Agreement, the Underlying Lease Agreement and Lease Agreement as may be required and applicable; and

4. That the Agency hereby authorizes the Chairman to execute any and all documentation necessary to effectuate the terms of this resolution; and

5. That the Agency shall require the Company to pay for any administrative fee based on the increased project cost and any legal fees or expenses incurred as a result of the granting of said extension and increase in authorization; and

6. That this resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote by roll call, which resulted as follows:

[INSERT ROLL CALL VOTE]

The foregoing resolution was thereupon declared duly adopted.

February 8, 2021

Mr. Tom Jarrett
Warren & Washington County IDA
5 Warren Street, Suite 210
Glens Falls, New York 12801

**Re: *Revised Proposal for Wetland Services*
 Warren - Washington Industrial Park
 *Town of Kingsbury, Washington County, New York***

Dear Mr. Tom Jarrett:

Pursuant to your request for an agreement on this date, North Country Ecological Services, Inc. (NCES) is pleased to submit to the Warren & Washington County Industrial Development Agency (IDA) this agreement provide wetland consultation and to pursue wetlands permitting for the above-referenced Industrial Park.

NCES agrees to provide professional consultation regarding federal and state wetland delineations, regulations, and permitting services. NCES will provide in-office and field consultation to the IDA as required by the IDA that may include field visits, in-office meetings with the IDA, and meeting and correspondence with the NYS Dept. of Environmental Conservation (DEC) and the U.S. Army Corps of Engineers (USACE).

Until further agreements are made between NCES and the IDA, all time and materials will be invoiced in accordance with our hourly billing rates (see attached contract terms). NCES appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If this proposal meets with your approval and you wish to use this proposal/contract as our Agreement for Professional Services, please return a signed copy of this proposal to NCES as authorization to proceed.

Again, thank you for the opportunity to continue to work with the IDA on this project. If you require clarification of this proposal, do not hesitate to call me.

Very truly yours,

North Country Ecological Services, Inc.

Stephen P. George, PWS
President

Wetland Services Agreement

**Warren & Washington County IDA
Industrial Park in Kingsbury, New York**

February 8, 2021

Accepted By: _____
(Please print name above)

Signature: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Date: _____

Attachment

NORTH COUNTRY ECOLOGICAL SERVICES, INC.

Standard Contract Terms for Services

1.0 Billing Rates

All work will be performed on the basis of the following standard hourly billing rates:

<u>Title</u>	<u>Hourly Rate</u>
Senior Ecologist & PWS	\$125.00
Assistant Ecologist	\$115.00
Field Technician	\$75.00
Draftsman	\$50.00
Clerical	\$25.00

2.0 Billing Policy and Conditions

2.1 Expenses

Travel and subsistence, communication, reproduction, printing, photography, overnight mail, computer usage, special equipment costs, special insurance premiums, and any other out-of-pocket expenses are billed at cost plus 20% for administrative overhead.

2.2 Invoices and Payment Terms

Unless otherwise agreed upon in writing, invoices for all services regardless of bill type (time and materials, lump sum, etc.) may be issued every month, and will be payable within thirty (30) days of the invoice date. Interest of 1.5% per month will be payable on any amounts not paid within 30 days. Failure to submit payment within 30 days of the invoice date will be deemed sufficient reason to "stop work" on the assignment until payment is received. Any resultant delay in the scheduled completion of the project is the full responsibility of the client.

Should the project or any part thereof be abandoned by the client at any time during the progress of the work, the client will be responsible for all work performed by North Country Ecological Services, Inc. up to the date that North Country Ecological Services, Inc. was notified to stop work. The client will be billed for all work completed prior to its receipt of notice to stop work or the date of such project abandonment was made known to North Country Ecological Services, Inc. Payment for services related through such date will be due upon receipt of the invoice by the client.

Insufficient and/or incomplete work by other firms contracted by the client to support North Country Ecological Services, Inc. will not be grounds to deem the work conducted by North Country Ecological Services, Inc. incomplete or insufficient and therefore deny any or all payment.

2.3 Collection

Should any or all payments requested by North Country Ecological Services, Inc. not be paid in full within four (4) months of the invoice date, North Country Ecological Services, Inc. may retain the services of a collection agency. The client will be responsible for all of the fees incurred by the collection agency to collect the full amount owed to North Country Ecological Services, Inc.

Client shall be responsible for all costs and expenses, including attorney's fees, incurred by North Country Ecological Services, Inc. because of any default under this contract by the Client, including and such costs and expenses incurred in any enforcement of this sentence and regardless of whether legal proceedings are initiated.

3.0 Revisions

Upon submittal of reports and/or subdivision or site development plans to the appropriate reviewing agencies required by an application, North Country Ecological Services, Inc. will correct errors and/or omissions which are required by the reviewing agency without additional compensation and as set forth in this contract.

North Country Ecological Services, Inc. will prepare all reports, plans, and documents in accordance with current local, state and other applicable regulations, but cannot guarantee acceptance or approval of any plans or permits by the government or other agencies.

The client agrees to limit North Country Ecological Service, Inc. liability to the client, all construction contractors, and subcontractors on this project to North Country Ecological Service, Inc. professional negligent acts or omissions, such that the total liability will not exceed the total professional services for the services rendered on this project.

North Country Ecological Services, Inc.
Standard Contract Terms for Services
Page Three

- 4.0 In the event that additional professional services by North Country Ecological Services, Inc. are requested with regard to any other matter not specifically covered by this contract, in the absence of a separate agreement covering such other services, the term and conditions contained in this agreement shall apply.

Comparative IDA Organizational Structure

	County Name	Board #	Staff #	ED	Admin	Admin Asst	CEO	CFO	Marketing	Dir Econ Dev
1	Warren-Washington	7		no		yes				
2	Essex	7		yes		yes				
3	Saratoga	7			yes	yes	yes	yes		yes
4	Fulton	6		yes				yes		
5	Montgomery	8		yes	yes	yes	yes	yes	yes	yes
6	Hamilton	7		yes		yes				
7	Greene	7		yes	yes					
8	Columbia	7					yes			
9	Dutchess	7		yes				yes		yes
10	St Lawrence	7				yes	yes	yes		yes
11	Clinton	7		yes	yes				yes	yes
12	Franklin	7			yes		yes		yes	yes
13	Herkimer	7		yes	yes	yes			yes	
14	Oswego	7					yes	yes		