

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

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

Tel. (518) 792-1312

The January Board Meeting for Warren Washington Industrial Development Agency was held on Monday, January 19, 2021 at the Washington County Municipal Center and via Zoom from 4:00 – 4:50 p.m. The following were:

<b>PRESENT:</b>	Dave O'Brien	Chairman
	Ginny Sullivan	Member
	Dan Bruno	Member
	Lester Losaw	CEO/CFO
	Nick Caimano	Member
	Mike Wild	At-Large Member
	Michael Bittel	Sec/Treasurer
	Brian Campbell	Park Chair
	Craig Leggett	Vice Chairman
	Mike Grasso	Member

<b>ABSENT:</b>	Bruce Ferguson	Member
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***The following were also present:***

Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
George Scala	ICC4 West Main, LLC.
Al Nolette	Washington County Treasurer
James Griffith	Supervisor White Creek
Minutes were taken by:	Alie Weaver, Office Administrator

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

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

**ICC 4 West Main Late Tax Payments** – Mr. O'Brien introduced Mr. Scala, President of ICC 4 West Main LLC. Mr. Scala updated the board members on the status of past due taxes on The Cambridge PILOT project. He listed COVID-related issues that are affecting the project's finances and noted an approval he recently received from CARES funding. Once this funding is received, Mr. Scala projects to have payment in full for the Village, School, Town and County taxes.

Mr. O'Brien reiterated how important it was for Mr. Scala to remain in communication with the IDA regarding the status of any PILOT tax payment.

**Nolan Contract Update** – Mr. O'Brien stated that the contract is out for final approval.

**Why-Knot Services, LLC Update** – Mr. O'Brien stated that Why-Knot Services is still interested in purchasing a lot but has no new updates at this time.

**Parcels containing the road acquisition update** – Mr. O'Brien stated that a couple of corrections had to be made to the deed before Mr. Longe signs it over to the IDA.

**Sales and Marketing** – Mr. Bruno had no new updates at this point.

**Regulatory Member Training** – Mrs. Weaver had no new updates.

**Public Comments** – Mr. O'Brien stated that public policy has no regulation that public comments need to be allowed at an IDA meeting. He noted that the WWIDA has a YouTube page where meetings can be viewed and comments by the public can be made via phone, text or email.

**Member Surveys** – Mrs. Weaver stated that three surveys have been received so far and reminded the board members that a compilation of these surveys are required to be reported to the ABO.

**WDR Letter of Engagement** – Mrs. Weaver stated that the WDR Letter of Engagement for the 2020 audit was provided in the meeting packets for review.

Mr. Leggett asked if the cost remained the same as 2019 and Mrs. Weaver stated that she would check and update the members.

Mr. Campbell made a motion to accept WDR's Letter of Engagement and Mr. Leggett seconded. All voted in favor by roll call vote.

**TDI Application** – Mr. O'Brien stated that there is a proposed resolution to acknowledge and receive the application that was submitted by Champlain Hudson Power Express LLC and to begin PILOT negotiations. He also noted that outside counsel has been hired to assist in the negotiations whose cost will be covered by CHPE, LLC.

Mr. Leggett noted that the application was not entirely filled out. Ms. Lais explained that this resolution is only to acknowledge the application at this point to allow the start of negotiations.

Mr. Bittel made a motion to accept the resolution and Mr. Bruno seconded. All voted in favor by voice vote.

**Executive Director** – Mr. O'Brien stated that the meeting packets contained a proposed job description for an Executive Director to possibly hire to communicate with possible interested parties.



Mr. Grasso expressed concern of the cost of hiring an Executive Director and Mr. O'Brien stated that 2021 expenses for the year will already be covered by the end of this month and the Executive Director position at this point would be considered a trial basis.

Mr. Caimano agreed with Mr. Grasso and believes the effort of the Sales and Marketing Committee within the IDA is making progress and suggested getting more members involved in the Committee. He also noted that the IDA has a real estate representative as well. He expressed concern over hiring someone with no guarantee of any money coming back.

Mr. Campbell agreed with Mr. Caimano, stating that he feels the IDA is doing well keeping up so far.

Mr. Wild stated suggested having one resource for multiple area economic development organizations to utilize.

Mr. Grasso noted the large amount of time Mr. O'Brien puts into the IDA and suggested a partnership with the EDC and/or the Glens Falls IDA.

Mr. Bittel suggested referring this subject to the next Executive Board Meeting in February while including all board member's ideas. He noted the huge workload on Mr. O'Brien.

Mr. Leggett volunteered to research and provide a survey of surrounding IDA's to see what they practice in terms of organization, direction and financing these efforts. Mr. O'Brien stated that this survey will reflect that Warren and Washington counties may be the only IDA that has a Chair that does as much work that he is currently doing.

Mr. Caimano suggested having a separate meeting to focus on this one particular subject opposed to adding it as an agenda item for clearer and quicker results.

Mr. Nolette suggested cooperative advertising amongst the local like-minded organizations aforementioned to cut advertising costs while trying to drive businesses towards them vs. going out and looking.

**Public Comments** – Mr. O'Brien asked if there were any public comments via the WWIDA YouTube live-streaming.

**Executive Session** - There being no public comments, Mr. O'Brien requested going into Executive Session to discuss a potential acquisition of property and personnel issues. Mr. O'Brien also invited Mr. Nolette to attend.

Mr. Campbell made a motion to go into Executive Session and Mr. Bruno seconded. All voted in favor by voice vote.

**Post Executive Session** – Mr. O'Brien stated the board discussed and approved a two-dollar/hour increase for the Office Administrator.

**Adjournment** – There being no further business to discuss, Mr. O'Brien adjourned the January IDA Board meeting at 4:50pm.



**FitzGerald Morris  
Baker Firth**  
Attorneys & Counselors

**Kara I. Lais**  
*Partner*  
kl@fmbf-law.com

January 13, 2021

George Scala  
ICC Management & Consulting, LLC.  
PO Box 1355  
Albany, NY 12201

Re: Counties of Warren and Washington IDA  
ICC4 West Main LLC  
**DELINQUENT PILOT PAYMENT & REQUEST TO APPEAR**

Dear George,

Please accept this letter on behalf of the Counties of Warren and Washington IDA and in connection with the ICC4 West Main LLC project.

Despite numerous communications from the IDA personnel seeking payment of the unpaid PILOT payment for the Village and the School tax PILOT payments, said payments remains due and outstanding.

Failure to make timely PILOT payments is an event of default pursuant to the terms of PILOT Agreement and the Lease Agreement by and between the IDA and ICC4 West Main LLC. Such an event of default gives the IDA a basis to commence recapture proceedings against ICC4 West Main LLC and terminate our relationship and seek recapture of up to 100% of the benefits ICC4 West Main LLC has received to date.

Pursuant to the terms of the IDA's Recapture Policy, we demand that the delinquent PILOT payments be made immediately but in no event later than January 19, 2021. In the event the PILOT payments are not made by January 19, 2021, the IDA requests that you attend the IDA's next regular meeting to be held virtually on January 19, 2021 at 4:00pm to explain the delinquency. The ZOOM invite for said meeting is below:

**Topic: January IDA/CDC Board Meeting**  
**Time: Jan 19, 2021 04:00 PM Eastern Time (US and Canada)**

**Meeting ID: 813 7624 0302**  
**Passcode: 426134**

**SERVICE BY FAX NOT ACCEPTED**

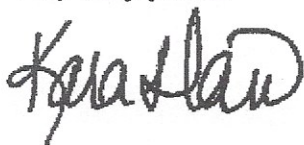
Glens Falls Office: 68 Warren Street, P.O. Box 2017, Glens Falls, NY 12801 | Hudson Falls Office: 3019 State Route 4, Hudson Falls, NY 12839  
Cambridge Office: 49 West Main Street, Cambridge, NY 12816 | Salem Office: 190 Main Street, Salem, NY 12865  
Phone: 518.745.1400 | Fax: 518.745.1576 | [www.fmbf-law.com](http://www.fmbf-law.com)



If the PILOT payments remain delinquent as of January 19, 2021, the Board will be considering proceeding with recapture at its meeting. Further, pursuant to the terms of the PILOT Agreement and the Lease Agreement, ICC4 West Main LLC will be responsible for any of the IDA's legal fees in connection with its collection and recapture efforts.

If you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kara I. Lais". The signature is fluid and cursive, with the first name "Kara" being more prominent than the last name "Lais".

Kara I. Lais

KIL/dld

**2020 WWIDA/WWCDC Compliance Training in  
Sexual Harassment, Workplace Violence, Haz Comm Right To Know, ABO**

<b>Member</b>	<b>Sexual Harassment</b>	<b>Workplace Violence</b>	<b>ABO Webinar</b>
<b>Nick Caimano</b>	10/19/2020	10/19/2020	8/24/2018
<b>Alie Weaver</b>	9/30/2020	9/30/2020	8/2/2019
<b>Ginny Sullivan</b>	9/28/2020	9/28/2020	4/11/2018
<b>Dave O'Brien</b>	10/6/2020	10/6/2020	10/23/2019
<b>Craig Leggett</b>	11/16/2020	11/16/2020	12/9/2020
<b>Bruce Ferguson</b>	Expired 11/5/19	Expired 11/5/19	
<b>Mike Wild</b>			8/15/2018
<b>Michael Bittel</b>	Expired 2/26/20		
<b>Brian Campbell</b>	Expired 10/8/2019	Expired 10/8/2019	Expired 2/3/15
<b>Mike Grasso</b>	9/29/2020	9/29/2020	10/16/2020
<b>Dan Bruno</b>			
<b>Lester Losaw</b>			12/9/2020

**Sexual Harassment and Workplace Violence Prevention is required annually  
ABO Webinar completion is required every three years.**





CPAs & Business Advisors

WHITEMORE, DOWEN  
& RICCIARDELLI, LLP

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December 31, 2020

To Board of Directors  
Counties of Warren and Washington  
Industrial Development Agency  
5 Warren Street, Suite 210  
Glens Falls, NY 12801

We are pleased to confirm our understanding of the services we are to provide for Counties of Warren and Washington Industrial Development Agency (IDA) for the year ending December 31, 2020.

We will audit the financial statements of the IDA, which comprise the statement of net position as of December 31, 2020, and the related statements of revenues, expenses and changes in net position and cash flows for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the IDA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the IDA's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

#### **Audit Objectives**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the IDA's financial statements. Our report will be addressed to Board of Directors of the IDA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph



that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the IDA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the IDA's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance



current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Whittemore, Dowen & Ricciardelli, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of New York or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Whittemore, Dowen & Ricciardelli, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of New York. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Colin D. Combs, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in February 2021 and to complete your information returns and issue our report no later than March 15, 2021.

Our fee for these services will be \$9,100 plus out-of-pocket expenses. This quote is derived based upon last year's information regarding the time spent and any new or different circumstances that exist this year that we are aware of presently. We will hold our fee to the fee quote unless some unexpected circumstances arise while performing this year's work that we were not aware of. If this happens, we will discuss the fee modification with you before proceeding any further with the work. If you do not hear otherwise, then you can anticipate that the fee quote stands as presented.

All invoices are due and payable upon presentation, including progress billings. Finance charges will be added at a rate of 1½% per month (18% annum) on all amounts not paid within 30 days. In addition, if you default in payment of our invoices, you agree to pay all costs and expenses of collection, including reasonable attorney's fees and disbursements. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even



and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Organization in conformity with U.S. generally accepted accounting principles based on information provided by you and make any adjusting journal entries required. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities and helping to ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Organization is also responsible for providing management's views on our



if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### Termination and Other Terms

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Warren, New York State, by Mediation Matters Inc., according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement must be filed within two years from the completion of the engagement, notwithstanding any statutory provision to the contrary. Our liability relating to the performance of the services rendered under this letter is limited solely to direct damage sustained by you. In no event shall we be liable for the consequential, special, incidental, or punitive loss, damage or expense caused to you or any third party (including without limitation, lost profits, opportunity costs, etc.). The provisions set forth in this paragraph shall survive the completion of the engagement.

Notwithstanding anything contained herein both accountant and client agree that regardless of where this Agreement is physically signed this Agreement shall have been deemed to have been entered into at our office located in Warren County, New York, and such location, shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of New York.

We reserve the right to withdraw from this engagement without completing the statements if you fail to comply with the terms of this engagement letter. If any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter.

We appreciate the opportunity to be of service to the IDA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Colin D. Combs, CPA, CFE*

Colin D. Combs, CPA, CFE

#### RESPONSE:

This letter correctly sets forth the understanding of the IDA.

Officer signature: \_\_\_\_\_

*[Signature]*

Title: \_\_\_\_\_

*Chair*

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

*1-19-2021*



2020 Confidential Evaluation of Board Performance

Criteria

Industrial Development Agency

	Somewhat	Somewhat	
Agree	Agree	Disagree	Disagree

Civic Development Corporation

	Somewhat	Somewhat	
Agree	Agree	Disagree	Disagree

1	Board members have a shared understanding of the mission and purpose of the Authority	<div></div>	<div></div>	<div></div>	<div></div>
2	The policies, practices and decisions of the Board are always consistent with the mission.	<div></div>	<div></div>	<div></div>	<div></div>
3	Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.	<div></div>	<div></div>	<div></div>	<div></div>
4	The Board has adopted policies, by-laws and practices for the effective governance, management and operations of the Authority and reviews these annually.	<div></div>	<div></div>	<div></div>	<div></div>
5	The Board sets clear and measurable performance goals for the Authority that contribute to accomplishing its mission.	<div></div>	<div></div>	<div></div>	<div></div>
6	The decisions made by Board members are arrived at through independent judgement and deliberation, free of political influence or self-interest.	<div></div>	<div></div>	<div></div>	<div></div>
7	Individual Board members communicate effectively with executive staff so as to be well informed on the status of all-important issues.	<div></div>	<div></div>	<div></div>	<div></div>
8	Board members are knowledgeable about the Authority's programs, financial statements, reporting requirements and other transactions.	<div></div>	<div></div>	<div></div>	<div></div>
9	The Board meets to review and approve all documents and reports prior to public release and is confident that the information being presented is accurate and complete.	<div></div>	<div></div>	<div></div>	<div></div>
10	The Board knows the statutory obligations of the Authority and if the Authority is in compliance with the law.	<div></div>	<div></div>	<div></div>	<div></div>
11	Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.	<div></div>	<div></div>	<div></div>	<div></div>



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Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.

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Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.

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The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.

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- 15

The Board has identified the areas of most risk to the Authority and works with management to implement risk mitigation strategies before problems occur.

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Board members demonstrate leadership and vision and work respectfully with each other.

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Name of Authority: Counties of Warren and Washington Industrial Development Agency / Civic Development Corporation  
5 Warren Street, Suite 210 Glens Falls, NY 12801

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



## Executive Director of Industrial Development Agency

The Board of Directors of the Warren-Washington County Industrial Development Agency is conducting a search for the position of Executive Director. This management position holds the responsibility for promoting the growth and development of Warren-Washington County's economic base, assists in the retention and expansion of existing businesses, and vigorously seeks out new business for the County. The desired candidate will be responsible for developing and administering the overall vision and mission of the agency and will report to and work in cooperation with the Warren-Washington County IDA Board under the day to day supervision of the Chair.

### WWIDA Mission

Warren-Washington County Industrial Development Agency (WWIDA) is a public benefit corporation created by Warren and Washington County Boards of Supervisors under the New York State Industrial Development Agency Act. Its mission is to help create and retain job opportunities within the county by marketing the area to prospective new business and industry and by providing assistance to existing companies in the region looking to expand. The WWIDA serves as an agency for a variety of tax abatement programs as well as identifying potential lending and financing programs offered by local, regional, state and federal agencies for the purpose of job creation and retention.

### Nature of Work

The successful IDA Executive Director is a self-motivated, innovative leader with excellent communication and presentation skills who is willing to occupy a highly visible position in the community, work closely with business and developmental interests while maintaining excellent relations with the municipalities. This Director has managerial competence, maturity of judgement and strong personal leadership abilities.

### Essential Functions

- Plan and implement the economic development activities for Warren-Washington County by proposing strategies to achieve goals and objectives set forth by the Board of Directors
- Monitor state, local and federal legislation, especially relating to economic development to ensure compliance with regulatory requirements and be well versed in financing programs
- Prepare and maintain electronic database on utilities, taxes, zoning, transportation, community services, financing tools, etc. and respond to requests for information about economic development activities or opportunities



- Responsible for establishing, maintaining and coordinating working relationships with federal, state, county and regional agencies involved in economic development and workforce education and training
- Provide necessary public relations appearances to promote a positive image of Warren-Washington County and lead effective marketing efforts of the owned industrial parks and in other the prime locations of the Counties's business parks
- May include coordination of real estate services associated with business retention, expansion and relocation
- Assist in the creation and analysis of joint economic development districts, tax incentive financing districts, business incentive programs and cooperative economic development agreements
- Prepares information for dissemination to potential business clients, including economic, statistical, financial, population, growth, demographic and other information
- Assist potential new businesses in site analysis, including demographic, tax, fee, development or related information

### Key Knowledge, Skills, & Abilities

- Knowledge of the theory, principals and practices of economic and community development
- Knowledge of state, federal, and regional grant programs pertaining to economic and community development
- Ability to communicate effectively in oral and written form and speak in public
- Ability to interact, negotiate and network with officials at all organizational levels
- Ability to interpret and disseminate information gathered in meetings, seminars and training sessions to peers, supervisors and the Board of Directors

### Required Training, Experience & Qualifications

A Bachelor's degree in public or business administration, economics or finance is preferred, or, a broad knowledge of business and public policy and experience in economic development, community development, public administration, marketing and the understanding of the principles of an industrial development agency would confer a comparable skills base. The ideal candidate will have a rich network of peers and colleagues and a proven record of sustaining collaborative partnerships with key stakeholders.

**To apply send resume and letter of interest no later than 4:00 PM, January 31, 2018:**

**Warren-Washington County Industrial Development Agency Board of Directors**



Resolution No. 21-\_\_\_\_  
Adopted January 19, 2021

Introduced by \_\_\_\_\_  
who moved its adoption.

Seconded by \_\_\_\_\_

**RESOLUTION ACCEPTING AN APPLICATION FOR FINANCIAL ASSISTANCE  
SUBMITTED BY CHPE LLC OR ITS DESIGNEE (THE "COMPANY") RELATING TO  
A CERTAIN PROJECT AND DESCRIBING THE FINANCIAL ASSISTANCE BEING  
CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT**

WHEREAS, CHPE LLC, a limited liability company established pursuant to the laws of the State of New York, having an address of 600 Broadway, Albany, New York 12207 (the "Company") has requested that the Agency provide financial assistance in the form of a payment in lieu of taxes, a mortgage recording tax exemption and sales tax abatements regarding a project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury, Fort Edward and the Villages of Whitehall, Fort Ann and Fort Edward located in the County of Washington, New York (collectively, the "Land"); (ii) the acquisition of two five inch diameter high-voltage direct current ("HVDC") transmission cables (the "Equipment"); (iii) the construction, installation and equipping on or under the Land of a fully buried, up to 1,250 megawatt ("MW") HVDC electric transmission line and related infrastructure (the "Improvements" and together with the Land and Equipment, the "Project Facility") all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S. – Canada border to New York City (collectively, the "Improvements"); 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 Project 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, the Agency is in the process of reviewing and considering the Company's Application requesting the Agency to provide financial assistance for the proposed Project (collectively the "Financial Assistance") in the form of (i) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in and incorporated into the Facility or used in the acquisition, construction or equipping of the Facility, (ii) an exemption from mortgage recording tax and (iii) a partial real property tax abatement through a payment in lieu of tax agreement (the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to each affected tax jurisdiction (the "Affected Tax Jurisdictions"), all of which shall be consistent with the uniform tax exemption policy of the Agency; and

WHEREAS, the Agency desires to (i) accept the Application and (ii) negotiate, but not



enter into an Agent Agreement and Project Agreement, pursuant to which the Agency will designate the Company as its agent for the purpose of acquiring, constructing and equipping the Project, and Lease Agreement, a Leaseback Agreement and related Payment in Lieu of Tax Agreement with the Company.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's Application, the Agency hereby finds and determines that:

(a) Pursuant to the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Agency has the authority to take the actions contemplated herein under the Act.

2. The proposed financial assistance being contemplated by the Agency includes (i) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included within the Project or used in the acquisition, construction or equipping of the Project, (ii) an exemption from mortgage recording tax for qualifying mortgages and (ii) a partial real property tax abatement through a PILOT Agreement, the terms of which to be negotiated, pursuant to which the Company would make payments in lieu of real property taxes to the Affected Tax Jurisdictions.

3. The Chairman, Vice Chairman and/or the Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to negotiate, subject to the approval of the Agency (but not execute or deliver) the terms of (A) the Agent Agreement and Project Agreement, whereby the Agency appoints the Company as its agent to undertake the Project, (B) a Lease Agreement whereby the Company leases the Project to the Agency, (C) a related Leaseback Agreement conveying the Project back to the Company, (D) a PILOT Agreement, whereby the Company agrees to make certain payments-in-lieu-of real property taxes and (E) related documents; provided (i) the rental payments under the Agent Agreement and Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project.

4. The granting of any financial assistance to the Company is subject to the Agency holding a public hearing in the city, town or village where the Project proposes to locate upon at least ten (10) days published notice and, at the same time, provide notice of such hearing to the Chief Executive Officer of each affected taxing jurisdiction within which the project is located.

5. This resolution shall take effect immediately.



The foregoing resolution was thereupon declared duly adopted.

STATE OF NEW YORK       )  
                                      ) SS:  
COUNTY OF WARREN       )

This is to certify that I, Alie Weaver, Records Management Officer for the Counties of Warren and Washington Industrial Development Agency, do hereby certify that the foregoing is a true and correct copy and the whole thereof of a Resolution duly adopted by the Counties of Warren and Washington Industrial Development Agency, Glens Falls, New York on the 19th day of January, 2021.

In witness whereof, I have hereto set my hand and affixed the official seal of the Counties of Warren and Washington Industrial Development Agency on this \_\_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

\_\_\_\_\_  
Alie Weaver  
Counties of Warren and Washington  
Industrial Development Agency