

**CITY OF RENSSELAER INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION FOR LEASE/LEASEBACK TRANSACTION**

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

TO: CITY OF RENSSELAER INDUSTRIAL DEVELOPMENT AGENCY  
P. O. Box 243  
Rensselaer, NY 12144  
Attention: John J. Bonesteel, CEO

This application by applicant respectfully states:

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

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

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

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

NAME OF FIRM: \_\_\_\_\_

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

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

-----  
**NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 BEFORE FILLING OUT THIS APPLICATION.**  
-----

## INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using “none” or “not applicable” or “N/A” where the question is not appropriate to the project which is the subject of this application (the “Project”).
3. If an estimate is given as the answer to a question, put “(est)” after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant’s competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein. The applicant will also be expected to pay all costs incurred by general counsel and special counsel to the Agency.
9. The Agency has established a NON-REFUNDABLE application fee of Two-Thousand Five Hundred Dollars (\$2,500.00) to help cover the anticipated costs of the Agency in processing this application. In addition, the Agency has established a \$1,500.00 NON-REFUNDABLE processing fee to be used for the same purpose. The \$2,500.00 fee will be credited toward total Agency closing costs, including an Agency Fee equal to 1% of the total IDA-assisted project cost (see item 10 below), at time of closing. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION AND PROCESSING FEES.**
10. The Agency has established a project fee of one percent of the project cost for each project in which the Agency participates. **UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.**
11. The Agency has also established a \$1,500.00 maintenance fee, billable by the Agency to the Project Owner annually, to help cover the cost of reporting to the New York Authority Budget Office and to the New York State Comptroller, at least annually, or, as often as required, about the status of the Project assisted by the Agency.

FOR AGENCY USE ONLY

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

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

**A. Identity of Company:**

1. Company Name: \_\_\_\_\_  
 Present Address: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Employer's ID No.: \_\_\_\_\_
2. If the Company differs from the Applicant, give details of relationship: \_\_\_\_\_  
 \_\_\_\_\_
3. Indicate type of business organization of Company:
  - a.  Corporation. If so, incorporated in what country? \_\_\_\_\_; What State? \_\_\_\_\_; Date Incorporated \_\_\_\_\_; Type of Corporation? \_\_\_\_\_; Authorized to do business in New York? Yes\_\_\_\_; No\_\_\_\_\_.
  - b.  Partnership. If so, indicate type of partnership \_\_\_\_\_; Number of general partners \_\_\_\_\_; Number of limited partners \_\_\_\_\_.
  - c.  Limited Liability Company. If so, indicate type of company \_\_\_\_\_; Number of members \_\_\_\_\_.
  - d.  Sole proprietorship.
4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship:  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. Management of Company:**

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

NAME AND HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS

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

C. Principal owners of Company:

1. Is Company publicly held? Yes\_\_\_\_; No\_\_\_\_. If yes, please list exchanges where stock traded:
2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING

D. Company's principal bank(s) of account: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**II. DATA REGARDING PROPOSED PROJECT.**

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

B. Location of the Project:

1. Street Address: \_\_\_\_\_
2. City of \_\_\_\_\_
3. Town of \_\_\_\_\_
4. Village of \_\_\_\_\_
5. County of \_\_\_\_\_

C. Description of the Project site:

1. Approximate size (in acres or square feet) of the Project site: \_\_\_\_\_. Is a map, survey or sketch of the Project site attached? Yes \_\_\_\_; No \_\_\_\_.

2. Are there existing buildings on the Project site? Yes \_\_\_\_; No \_\_\_\_.

a. If yes, indicate the number of buildings on the site: \_\_\_\_\_. Also, please briefly identify each existing building and indicate the approximate size (in square feet) of each such existing building: \_\_\_\_\_

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

b. Are the existing buildings in operation? Yes \_\_\_\_; No \_\_\_\_\_. If yes, describe present use of present buildings: \_\_\_\_\_

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

c. Are the existing buildings abandoned? Yes \_\_\_\_; No \_\_\_\_\_. About to be abandoned? Yes \_\_\_\_; No \_\_\_\_\_. If yes, describe: \_\_\_\_\_

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

d. Attach photograph of present buildings.

3. Utilities serving the Project site:

Water-Municipal: \_\_\_\_\_

Other (describe) \_\_\_\_\_

Sewer-Municipal: \_\_\_\_\_

Other (describe) \_\_\_\_\_

Electric-Utility: \_\_\_\_\_

Other (describe) \_\_\_\_\_

Heat-Utility: \_\_\_\_\_

Other (describe) \_\_\_\_\_

4. Present legal owner of the Project site: \_\_\_\_\_

\_\_\_\_\_

a. If the Company owns the Project site, indicate date of purchase: \_\_\_\_\_, 20 \_\_\_\_; purchase price: \$ \_\_\_\_\_.

b. If Company does not own the Project site, does Company have an option signed with the owner to purchase the Project site? Yes \_\_\_\_; No \_\_\_\_\_. If yes, indicate date option signed with the owner: \_\_\_\_\_, 20 \_\_\_\_; and the date the option expires: \_\_\_\_\_, 20 \_\_\_\_.

c. If the Company does not own the Project site, is there a relationship legally or by common control between the Company and the present owner of the Project site? Yes \_\_\_; No \_\_\_. If yes, describe; \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. a. Zoning District in which the Project site is located: \_\_\_\_\_

b. Are there any variances or special permits affecting the Project site? Yes \_\_\_; No \_\_\_. If yes, list below and attach copies of all such variances or special permits:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Description of Proposed Construction:

1. Does part of the Project consist of the acquisition or construction of a new building or buildings? Yes \_\_\_; No \_\_\_. If yes, indicate number and size of new buildings: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Does part of the Project consist of additions and/or renovations to existing buildings located on the Project site? Yes \_\_\_; No \_\_\_. If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed or expanded: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes \_\_\_; No \_\_\_. If yes, describe the Equipment: \_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

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

3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:

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

F. Project Use:

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

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

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

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

3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide detail: \_\_\_\_\_

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

4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? \_\_\_\_\_%

5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

a. Will the Project be operated by a not-for-profit corporation? Yes\_\_\_\_; No\_\_\_\_. If yes, please explain: \_\_\_\_\_

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



b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes \_\_\_; No \_\_\_. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes \_\_\_; No \_\_\_. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town, or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes \_\_\_; No \_\_\_. If yes, please provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Will the Project be located in one of the following: (i) the City of New York; (ii) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (iii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes \_\_\_; No \_\_\_. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes \_\_\_; No \_\_\_. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes \_\_\_; No \_\_\_. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

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

---

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

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

---

---

---

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

---

---

---

G. Project Status:

1. If the Project includes the acquisition of any land or buildings, have any steps been taken toward acquiring same? Yes \_\_\_; No \_\_\_. If yes, please discuss in detail the approximate stage of such acquisition: \_\_\_\_\_

---

---

---

---

2. If the Project includes the acquisition of any Equipment, have any steps been taken toward acquiring same? Yes \_\_\_; No \_\_\_. If yes, please discuss in detail the approximate stage of such acquisition: \_\_\_\_\_

---

---

---

3. If the Project involves the construction or reconstruction of any building or other improvement, has construction work on any such building or improvement begun? Yes \_\_\_; No \_\_\_. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.: \_\_\_\_\_

---

---

---

---

4. Please indicate amount of funds expended on the Project by the Company in the past three (3) years and the purposes of such expenditures: \_\_\_\_\_

---

---

---

---

5. Please indicate the date the applicant estimates the Project will be completed: \_\_\_\_\_

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

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

1. Sublessee name: \_\_\_\_\_  
Present Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer's ID No.: \_\_\_\_\_  
Sublessee is: \_\_\_ Corporation: \_\_\_ Partnership: \_\_\_ Sole Proprietorship: \_\_\_ Other;  
If Other, Indicate Type: \_\_\_\_\_  
Relationship to Company: \_\_\_\_\_  
Percentage of Project to be leased or subleased: \_\_\_\_\_  
Use of Project intended by Sublessee: \_\_\_\_\_  
Date of lease or sublease to Sublessee: \_\_\_\_\_  
Term of lease or sublease to Sublessee: \_\_\_\_\_  
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes \_\_\_; No \_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.
  
2. Sublessee name: \_\_\_\_\_  
Present Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer's ID No.: \_\_\_\_\_  
Sublessee is: \_\_\_ Corporation: \_\_\_ Partnership: \_\_\_ Sole Proprietorship: \_\_\_ Other;  
If Other, Indicate Type: \_\_\_\_\_  
Relationship to Company: \_\_\_\_\_  
Percentage of Project to be leased or subleased: \_\_\_\_\_  
Use of Project intended by Sublessee: \_\_\_\_\_  
Date of lease or sublease to Sublessee: \_\_\_\_\_  
Term of lease or sublease to Sublessee: \_\_\_\_\_  
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes \_\_\_; No \_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.
  
3. Sublessee name: \_\_\_\_\_  
Present Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer's ID No.: \_\_\_\_\_  
Sublessee is: \_\_\_ Corporation: \_\_\_ Partnership: \_\_\_ Sole Proprietorship: \_\_\_ Other;  
If Other, Indicate Type: \_\_\_\_\_  
Relationship to Company: \_\_\_\_\_

Percentage of Project to be leased or subleased: \_\_\_\_\_  
 Use of Project intended by Sublessee: \_\_\_\_\_  
 Date of lease or sublease to Sublessee: \_\_\_\_\_  
 Term of lease or sublease to Sublessee: \_\_\_\_\_

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

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

**IV. Employment Impact.**

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

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

Second Year Part Time					
Second Year Seasonal					

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

<b>TYPE OF EMPLOYMENT Employees of Independent Contractors</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals

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

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

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

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

- C. In an attachment to this application, please describe the projected monthly timeframe for the creation of any new full-time equivalent (FTE) jobs, and the retention of existing FTE jobs, with respect to the undertaking of the Project. Please include in the schedule the estimated salary and fringe benefit averages or ranges for categories of the jobs that would be retained and/or created if the request for financial assistance is granted. Please also estimate the number of residents of the Labor Market Area within the Capital District Economic Development Region expected to fill such jobs. The Capital District Economic Development Region consists of the following counties: Albany, Rensselaer, Schenectady, Greene, Columbia, Saratoga, Warren and Washington, however, for the purposes of Section 230 of the New York State Economic Development Law, the Labor Market Area includes not more than six contiguous counties in the state, which area excludes the non-contiguous counties of Schenectady and Warren.
- D. Please also prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.

**V. Project Cost and Financing Sources.**

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

<u>Description of Cost</u>	<u>Amount</u>
Land	\$ _____
Buildings	\$ _____
Machinery and equipment costs	\$ _____
Utilities, roads and appurtenant costs	\$ _____
Architects and engineering fees	\$ _____
Costs of financing	\$ _____
Construction loan fees and interest (if applicable)	\$ _____

Other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL PROJECT COSTS</b>	\$ _____

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



- D. Amount of loan requested: \$ \_\_\_\_\_;  
Maturity requested: \_\_\_\_\_ years.
- E. Has a commitment for financing been received as of this application date, and if so, from whom?  
Yes \_\_\_\_; No \_\_\_\_ . Institution Name: \_\_\_\_\_  
Provide name and telephone number of the person we may contact.  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: \_\_\_\_\_ %
- G. The total amount estimated to be borrowed to finance the Project is equal to the following: \$ \_\_\_\_\_

**VI. FINANCIAL ASSISTANCE EXPECTED FROM THE AGENCY.**

**A. Tax Benefits.**

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

a. N.Y.S. Sales and Compensating Use Taxes:	\$ _____
b. Mortgage Recording Taxes:	\$ _____
c. Real Property Tax Exemptions:	\$ _____
d. Other (please specify):	

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

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

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

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

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

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

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

D. Annual Employment Reports: The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.

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

may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

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

G. Relocation or Abandonment. The provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

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

I. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

J. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers, and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

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

L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency is included the Agency's various policy statements which can be accessed at <http://www.cityofreusselaerida.com>

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

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

-----  
NOTE: APPLICANT MUST COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 21 THROUGH 24 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 26.  
-----

VERIFICATION

(If Applicant is a Corporation)

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

\_\_\_\_\_deposes and says that he is the  
(Name of officer of applicant)  
\_\_\_\_\_of \_\_\_\_\_,  
(Title) (Company Name)

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

In addition to the above, the applicant’s representative (herein referred to as Officer of Applicant) expressly states that the provisions of section 862 of the New York State General Municipal Law will not be violated if financial assistance is provided for the proposed project (e.g.: for interstate moves, E2809C: The completion of this entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of New York State (“the state”) to another area of the state or in the abandonment of one or more plant facilities of the project occupant located within the state. E2809D: Or in the event that such project moves intrastate, E2809C: The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one of more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant of facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

The Officer of Applicant, whose signature is affixed below, also expressly states that the owner, occupant or operator receiving financial assistance is in substantial compliance with all applicable local, state and federal taxes, worker protection and environmental laws rules and regulations and further expressly states that any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to or part of any tax exemptions claimed by reason of Agency involvement in the project as well as may lead to other possible enforcement actions.

\_\_\_\_\_  
(Officer of Applicant)

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

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

VERIFICATION

(If applicant is limited liability company)

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

\_\_\_\_\_, deposes and says  
(Name of Individual)  
that he or she is one of the members of the firm of \_\_\_\_\_,  
(Limited Liability Company)

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

In addition to the above, the applicant's representative (herein referred to as Member of Applicant) expressly states that the provisions of section 862 of the New York State General Municipal Law will not be violated if financial assistance is provided for the proposed project (e.g.: for interstate moves, E2809C: The completion of this entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of New York State ("the state") to another area of the state or in the abandonment of one or more plant facilities of the project occupant located within the state. E2809D: Or in the event that such project moves intrastate, E2809C: The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one of more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant of facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

The Member of Applicant, whose signature is affixed below, also expressly states that the owner, occupant or operator receiving financial assistance is in substantial compliance with all applicable local, state and federal taxes, worker protection and environmental laws rules and regulations and further expressly states that any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to or part of any tax exemptions claimed by reason of Agency involvement in the project as well as may lead to other possible enforcement actions.

\_\_\_\_\_  
Member of Applicant

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

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

VERIFICATION

(If applicant is partnership)

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

\_\_\_\_\_, deposes and says that he or she is one of the  
(Name of Individual)  
members of the firm of \_\_\_\_\_, the partnership named in the attached application; that  
(partnership name)

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

In addition to the above, the applicant's representative (herein referred to as Member of Applicant) expressly states that the provisions of section 862 of the New York State General Municipal Law will not be violated if financial assistance is provided for the proposed project (e.g.: for interstate moves, E2809C: The completion of this entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of New York State ("the state") to another area of the state or in the abandonment of one or more plant facilities of the project occupant located within the state. E2809D: Or in the event that such project moves intrastate, E2809C: The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one of more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant of facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

The Member of Applicant, whose signature is affixed below, also expressly states that the owner, occupant or operator receiving financial assistance is in substantial compliance with all applicable local, state and federal taxes, worker protection and environmental laws rules and regulations and further expressly states that any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to or part of any tax exemptions claimed by reason of Agency involvement in the project as well as may lead to other possible enforcement actions.

\_\_\_\_\_  
Member of Applicant

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

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

VERIFICATION

(If applicant is sole proprietor)

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

\_\_\_\_\_, deposes and says that he or she has read the foregoing application  
(Name of Individual)

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

In addition to the above, the applicant's representative (herein referred to as Owner) expressly states that the provisions of section 862 of the New York State General Municipal Law will not be violated if financial assistance is provided for the proposed project (e.g.: for interstate moves, E2809C: The completion of this entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of New York State ("the state") to another area of the state or in the abandonment of one or more plant facilities of the project occupant located within the state. E2809D: Or in the event that such project moves intrastate, E2809C: The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one of more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant of facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

The Owner, whose signature is affixed below, also expressly states that the owner, occupant or operator receiving financial assistance is in substantial compliance with all applicable local, state and federal taxes, worker protection and environmental laws rules and regulations and further expressly states that any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to or part of any tax exemptions claimed by reason of Agency involvement in the project as well as may lead to other possible enforcement actions.

\_\_\_\_\_  
Owner

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

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

-----  
NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 25 IS SIGNED BY THE APPLICANT.  
-----



---

## **HOLD HARMLESS AGREEMENT AND APPLICATION DISCLAIMER**

### **CERTIFICATION PURSUANT TO NEW YORK STATE FREEDOM OF INFORMATION LAW ("FOIL")**

Applicant hereby releases the CITY OF RENSSELAER INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such

information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction\*:

(\* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such)

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

The undersigned officer of the applicant deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the Agency and legal counsel for the Agency, whether or not the Application, the proposed project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the proposed project described herein and (C) any further action taken by the Agency with respect to the proposed project; including without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.

By executing and submitting this Application, the applicant covenants and agrees to pay the following fees to the Agency, the same to be paid at the times indicated:

- (a) The sum of \$2,500 as a non-refundable processing fee, plus the sum of \$1,500 as a processing fee if Agency assistance in retaining professionals is requested, to be paid upon submission of the Application;
- (b) An Administrative Fee amounts to be determined using the schedule on Page 2 hereof for all other projects for which the Agency provides financial assistance, to be paid at transaction closing;

- (c) An amount to be determined by Agency Staff payable to the Agency's bond/transaction counsel for the preparation and review of the inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;
- (d) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency in connection with the proposed project; with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Agency's bond/transaction counsel;
- (e) The cost incurred by the Agency and paid by the applicant, including bond/transaction counsel and the Agency's general counsel's fees and the processing fees, may be considered as a costs of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

The applicant further covenants and agrees that the applicant is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

- (a) The applicant's withdrawal, abandonment, cancellation or failure to pursue the Application;
- (b) The inability of the Agency or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
- (c) The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
- (d) The Agency's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

Company Acknowledgment and Certification:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

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

**PROJECTED PROFIT**

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

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

**PROJECTED CONSTRUCTION EMPLOYMENT IMPACT**

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

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

**PROJECTED PERMANENT EMPLOYMENT IMPACT**

I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application.

II. Estimates of the total new permanent jobs to be created at the Project are described in the tables in Section IV of the Application.

III. Please provide estimates for the following:

A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

IV. Provide the projected percentage of employment that would be filled by City of Rensselaer residents: \_\_\_\_\_

A. Provide a brief description of how the project expects to meet this percentage:

**PROJECTED OPERATING IMPACT**

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

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

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

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

III. Please provide a brief description for the impact of other economic benefits expected to be produced as a result of the Project:

## CERTIFICATION

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

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

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

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



SCHEDULE A

CREATION OF NEW JOB SKILLS

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

New Job Skills	Number of Positions Created	Range of Salary and Benefits

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



**CITY OF RENSSELAER  
INDUSTRIAL DEVELOPMENT  
AGENCY**

**Uniform Project Benefits Agreement  
Project Beneficiary:**

This Uniform Project Benefits Agreement numbered as stated above (the **"Project Benefits Agreement"**) is dated as of the Agreement Dated Date set forth below and has been written in plain English. As used herein, the term **"Agreement"** shall refer to this Project Benefits Agreement and all exhibits to this Project Benefits Agreement. The terms of each such exhibit are hereby incorporated in this Project Benefits Agreement with the same effect as if fully set forth herein. When we use the words **"you"** and **"your"** in this Agreement, we mean you, the "Project Beneficiary" listed below (hereinafter, the **"Project Beneficiary"**). When we use the words **"we"**, **"us"** and **"our"** in this Agreement, we mean the County of Clinton Industrial Development Agency (hereinafter, the **"Agency"**), and its successors and assigns.

**AGENCY  
INFORMATION:**

Agency Name:  
**CITY OF RENSSELAER INDUSTRIAL DEVELOPMENT  
AGENCY**

Agency Tax ID #:  
14-1728160

Agency Address (Street, City, State and Zip):  
P. O. Box 243, 62 Washington Street, Rensselaer, NY 12144

Agency Phone #:  
(518) 462-2036

**PROJECT  
BENEFICIARY  
INFORMATION:**

Project Beneficiary Name:  
[Borrower Name]

Project Beneficiary Tax ID #:  
[Borrower EIN]

Project Beneficiary Address (Street, City, State and Zip):  
[Borrower Street], [Borrower Address]

Project Beneficiary Phone #:  
[Borrower Telephone]

**AGREEMENT  
DATED DATE:**

[Project Agreement Date]

**AGREEMENT  
TERM:**

Agreement Commencement Date:  
[Agreement Term Start]

Agreement Termination Date:  
[Agreement Term End]

**PROJECT  
DESCRIPTION:**

The project which is the subject of this Agreement (the **"Project"**) is described on **Exhibit A** attached hereto. The physical assets to be acquired, constructed, reconstructed, improved or installed by the Agency and/or the Project Beneficiary as part of the Project are hereinafter referred to as the **"Project Facility"**.

**PROJECT SITE:**

The real property included in the Project Facility (the **"Land"**) is generally described as follows (Street, City, State and Zip):

Street Address: [Project Street], [Project Address]

Real Property Tax Map ID #: [Project Tax Map Number]

**TERMS AND CONDITIONS**

1. PUBLIC BENEFITS SOUGHT TO BE OBTAINED; FINANCIAL ASSISTANCE EXPECTED TO BE GRANTED. In consideration of the undertaking and completion by the Project Beneficiary of the Project, and in anticipation of and in reliance on the public benefits expected to occur as a result of the Project, as described on **Exhibit B** attached hereto (the **"Public Benefits"**), the Agency expects to provide the Project Beneficiary with the benefits related to the Project described on **Exhibit C** attached hereto (the **"Financial Assistance"**). The parties understand and agree that the Public Benefits are a material inducement to the Agency's provision of the Financial Assistance. The Project Beneficiary agrees to use its best efforts to achieve the Public Benefits during the term of this Agreement set forth above (the **"Term"**).

2. CONTINGENT NATURE OF THE FINANCIAL ASSISTANCE. Notwithstanding the provisions of Section 1 of this Agreement, the Agency and the Project Beneficiary agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the

BY SIGNING THIS AGREEMENT, YOU: (1) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SUCCEEDING PAGES HEREOF, INCLUDING, WITHOUT LIMITATION, THE CHOICE OF NEW YORK LAW AND WAIVER OF TRIAL BY JURY TERMS, (2) AGREE THAT (A) ONCE YOU EXECUTE THIS AGREEMENT, YOU CANNOT TERMINATE OR CANCEL THIS AGREEMENT, (B) YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL RECAPTURE PAYMENTS REQUIRED DUE HEREUNDER, AND (C) YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH RECAPTURE PAYMENTS FOR ANY REASON WHATSOEVER; (3) WARRANT THAT (A) THE PERSON SIGNING THIS AGREEMENT ON YOUR BEHALF HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 20 HEREOF, AND (B) ALL INFORMATION YOU HAVE DELIVERED TO US OR OTHERWISE CONTAINED HEREIN, INCLUDING THE INFORMATION CONTAINED IN THE EXHIBITS ATTACHED HERETO, IS TRUE, ACCURATE AND COMPLETE AND YOU ACKNOWLEDGE WE ARE RELYING UPON ALL SUCH INFORMATION TO ENTER INTO THIS AGREEMENT WITH YOU AND TO GRANT THE FINANCIAL ASSISTANCE TO YOU.

**[PROJECT BENEFICIARY]**

**CITY OF RENSSELAER INDUSTRIAL  
DEVELOPMENT AGENCY**

X  
Authorized Signature

X  
Authorized Signature

Print Name and Title

Print Name and Title

**ORIGINAL COUNTERPART NO. \_\_\_\_ OF \_\_\_\_ MANUALLY EXECUTED COUNTERPARTS**

Page 1 of 18

Project in delivering the promised Public Benefits. The Project Beneficiary agrees that the Agency's Performance and Accountability Provisions, as described and set forth in Section \_\_\_ below, (the "**Performance and Accountability Provisions**") shall serve to further memorialize the Project Beneficiary's commitment to attain the Public Benefits or, upon the conditions, and as and to the extent provided therein, return all or a portion of the Financial Assistance to the Agency based on the clawback provisions set forth in the Performance and Accountability Provisions. The Project Beneficiary has no reason to believe that the Public Benefits will not be attained as contemplated in this Agreement.

3. ANNUAL COMPLIANCE REPORTS. The Project Beneficiary hereby agrees to provide to the Agency, at a minimum, an annual compliance report (each, a "**Compliance Report**") on the Public Benefits outlined herein and in the Performance and Accountability Provisions during the Term of this Agreement. The annual compliance report must be provided by no later than January 31 of each year, commencing with the first January 31 following the Agreement Dated Date set forth above and annually thereafter during the Term of this Agreement. The Compliance Report will include, at a minimum, the items set forth on **Exhibit D** attached hereto (the "**Minimum Required Annual Report Items**").

4. DEFINITIONS. The following words and terms used in this Agreement shall have the respective meanings set forth below, or the definitions set forth in the Project Facility Agreements, unless the context or use indicates another or different meaning or intent.

"Act" means collectively (1) Title 1 of Article 18-A of the General Municipal Law of the State enacted into law as Chapter 1030 of the Laws of 1969 of the State and (2) Chapter 225 of the Laws of 1971 of the State, as amended, constituting Section 895-f of said General Municipal Law.

"Application" means the application submitted by the Project Beneficiary to the Agency in with respect to the Project, in which the Project Beneficiary (1) described the Project, (2) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

"Contract Employee" means (1) a full-time, private-sector employee (or self-employed individual) that is not on the Project Beneficiary's payroll but who has worked for the Project Beneficiary at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (2) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Project Beneficiary's payroll but who have worked for the Project Beneficiary at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

"Economic Development Region" means the economic development region in which the Agency is located, as defined by Section 230 of the State Economic Development Law.

"Full Time Equivalent Employee" means (1) a full-time, permanent, private-sector employee on the Project Beneficiary's payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Project Beneficiary to other employees with comparable rank and duties; or (2) two part-time, permanent, private-sector employees on Project Beneficiary's payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Project Beneficiary to other employees with comparable rank and duties; or (3) a Contract Employee.

"Project Facility Agreements" means, collectively, the various documents listed on **Exhibit E** attached hereto, as said documents may be amended or supplemented from time to time.

"Payment in Lieu of Tax Agreement" means, if the Project Facility Agreements include a payment in lieu of tax agreement, the payment in lieu of tax agreement described on **Exhibit E** attached hereto, as said document may be amended or supplemented from time to time.

"Payments in Lieu of Taxes" means, if the Project Facility Agreements include a payment in lieu of tax agreement, the payments in lieu of taxes payable under the Payment in Lieu of Tax Agreement, as summarized on **Exhibit J** attached hereto.

"Project Benefits Agreement" means this agreement as may be amended or supplemented from time to time.

"Recapture Events" shall mean any of the events listed on **Exhibit F** attached hereto.

"Recapture Period" means a period ending on the Project Benefits Agreement Termination Date.

"State" means the State of New York.

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

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

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

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

6. REPRESENTATIONS OF AND WARRANTIES BY THE PROJECT BENEFICIARY. The Project Beneficiary does hereby represent, warrant and covenant as follows:

(A) **Power.** The Project Beneficiary is duly authorized to do business in the State and has the power to enter into this Project Benefits Agreement and the other Project Facility Agreements and to perform and carry out the transactions contemplated hereby and thereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Project Benefits Agreement and the other Project Facility Agreements, and by proper action of its governing body has been duly authorized to execute, deliver and perform this Project Benefits Agreement and the other Project Facility Agreements.

(B) **Authorization.** The Project Beneficiary is authorized and has the power to enter into this Project Benefits Agreement and the other Project Facility Agreements and the transactions contemplated hereby and thereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Project Benefits Agreement and the other Project Facility Agreements. The Project Beneficiary has duly authorized the execution, delivery and performance of this Project Benefits Agreement and the other Project Facility Agreements and the consummation of the transactions herein and therein contemplated.

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

(D) **Governmental Consent.** No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Project Beneficiary is required as a condition to the execution, delivery or performance of this Project Benefits Agreement and the other Project Facility Agreements by the Project Beneficiary or as a condition to the validity of this Project Benefits Agreement and the other Project Facility Agreements.

7. AGREEMENTS ON THE PART OF THE PROJECT BENEFICIARY. The Project Beneficiary hereby agrees as follows:

Project Beneficiary _____	Page 2 of 4	Agency _____
---------------------------	-------------	--------------

(A) Filing – Closing Date. If Exhibit B attached hereto contains any employment projections, to file with the Agency, on or prior to the dated date of this Agreement, an employment plan, based on the employment projections contained in Exhibit B attached hereto, containing the information described on Exhibit D attached hereto and any additional information described in the Project facility Agreements.

(B) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, an annual report containing the information described on Exhibit D attached hereto and any additional information described in the Project facility Agreements.

(C) Employment Level. If Exhibit B attached hereto contains any employment projections, to submit to the Agency the following reports for the purpose of verifying that the Project Beneficiary is achieving the Employment Level: (a) by the 15th day of the first calendar month of each new quarter, a form NYS-45 (the “Quarterly Report,” a copy of the current form of which is attached hereto on Exhibit G) or some other form of reporting that is explicitly approved by the Agency, and (b) by February 1 of each year during the term of this Project Benefits Agreement, a project and employment plan status report (the “Status Report,” a copy of which is attached hereto on Exhibit H) and, together with the Annual Report described in Section 5(B) above, being collectively referred to as the “Employment Affidavits”) or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Project Benefits Agreement shall be determined by calculating the average number of Full Time Equivalent Employees for the prior calendar year, computed by adding the number of Full Time Equivalent Employees as of the Project Beneficiary’s last payroll date in the months of March, June, September and December and dividing that sum by 4.

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

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

8. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require that the Project Beneficiary pay to the Agency all or a portion of the Financial Assistance, in an amount determined by the Agency (the “Recapture Amount”), all in accordance with the terms of this Section 8 and Exhibit I attached hereto. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, you hereby agree, if requested by the Agency, to pay to the Agency the Recapture Amount.

(B) Project Financial Assistance. The Recapture Amount to be paid by you to the Agency upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided on Exhibit I attached hereto) multiplied by the sum of the following:

(1) if Exhibit C attached hereto indicates that the Financial Assistance includes sales and use tax abatements, the portion of the amount of State sales and use taxes determined by the Agency to be the amount of such taxes that the Project Beneficiary would have paid in connection with the undertaking of the Project if the Project Facility was privately owned by the Project Beneficiary and not deemed owned or under the jurisdiction, supervision or control of the Agency;

(2) if Exhibit C attached hereto indicates that the Financial Assistance includes mortgage recording tax abatements, the amount determined by the Agency to be the amount of any mortgage recording tax exemption provided by the Agency to the Project Beneficiary in connection with the undertaking of the Project; and

(3) if Exhibit C attached hereto indicates that the Financial Assistance includes real property tax abatements, the amount determined by the Agency to be the difference between the amount of the payment in lieu of tax payments paid by the Project Beneficiary under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Project Beneficiary to the Taxing Entities if the Project Facility was privately owned by the Project Beneficiary and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Project Beneficiary shall pay to the Agency the Recapture Amount determined by the Agency pursuant to this Agreement.

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any Recapture Amount, the Agency shall redistribute such amount within thirty (30) days of such receipt to the respective taxing entity or entities that would have received such amount but for the granting by the Agency of the Financial Assistance.

(E) Survival of Obligations. The Project Beneficiary acknowledges that the obligations of the Project Beneficiary in this Section 8 shall survive any conveyance of the Project Facility to the Project Beneficiary and/or the termination of any Project Facility Agreement.

(F) Agency Review of Recapture Determination. If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Project Beneficiary. The Project Beneficiary shall have fourteen (14) days from the date the notice is deemed given to submit a written response to the Agency’s determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Project Beneficiary may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (1) a termination of Financial Assistance, (2) a recapture of Financial Assistance, (3) both a termination and a recapture of Finance Assistance, (4) a modification of Financial Assistance or (5) no action.

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

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

10. EVENTS OF DEFAULT. The following shall be “Events of Default” under this Project Benefits Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Project Benefits Agreement, any one or more of the following events:

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

(B) The occurrence of an “Event of Default” under any other Basic Document.

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

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

(1) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you;

(2) we may terminate the granting of any of the Financial Assistance that has not already been delivered to you;

(3) we may, by written notice to you, declare to be immediately due and payable, whereupon the same shall become immediately due and payable, all amounts payable to us pursuant to this Agreement or any of the Project Facility Agreements;

(4) terminate the Project Facility Agreements, and convey to you all our right, title and interest in and to the Project Facility. You hereby agree to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

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

(B) Interest will accrue on all amounts due under this Section 11 at the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by law, whichever is less. None of our rights or remedies under this Agreement are intended to be exclusive of, but each shall be cumulative and in addition to, any other right or remedy referred to hereunder or otherwise available to us under applicable law. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time. If we take

possession of the Premises or any portion thereof, we may sublease or otherwise dispose of it (including but not limited to selling the Equipment) with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the subleasing of the Premises and/or the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, ten (10) days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

(C) No action taken pursuant to this Section 11 shall relieve you from your obligations to make any payments required by this Agreement and the other Project Facility Agreements.

12. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. (A) You agree to pay to us all costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by us to enforce any terms or conditions of this Agreement or collect any amounts due hereunder, whether or not a lawsuit is filed, including reasonable attorneys' fees and costs incurred at trial, on appeal and in any arbitration or bankruptcy proceeding.

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

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

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

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

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

14. TERM. This Project Benefits Agreement shall become effective and the obligations of the Project Beneficiary shall arise absolutely and unconditionally upon the execution and delivery of this Project Benefits Agreement by the Project Beneficiary and the Agency. Unless otherwise provided by amendment hereto, this Project Benefits Agreement shall continue to remain in effect until Project Benefits Agreement Termination Date listed above.

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

16. PROJECT BENEFICIARY ACTS. Where you are required to do or accomplish any act or thing hereunder, you may cause the same to be done or accomplished with the same force and effect as if done or accomplished by you.

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

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

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are the addresses provided on the first page of this Agreement.

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

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

20. ASSIGNMENT. **YOU WILL NOT ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. EXCEPT AS OTHERWISE PROVIDED IN THE PROJECT FACILITY AGREEMENTS, YOU WILL NOT ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF THE PROJECT FACILITY OR ANY INTEREST THEREIN, OR SUBLET OR LEND THE PROJECT FACILITY OR ANY INTEREST THEREIN TO, OR PERMIT THE PREMISES TO BE USED BY, ANYONE OTHER THAN YOU, IN EACH CASE WITHOUT OUR PRIOR WRITTEN CONSENT.** Upon the occurrence of a Default under the Project Facility Agreements, we may, without notifying you, sell, assign, or transfer this Agreement or our rights in the Project Facility and the Project Facility Agreements. You hereby consent to such assignment and further acknowledge and agree (a) that any such assignee is entitled to enforce all rights so assigned but does not assume any of our obligations hereunder and thereunder, (b) if so directed by us, to pay all assigned payments due under this Agreement directly to such assignee, and (c) **THAT YOU HEREBY WAIVE, AND AGREE NOT TO ASSERT AGAINST ANY SUCH ASSIGNEE, ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT YOU MAY HAVE AGAINST US.** You acknowledge that no such sale, transfer, assignment and/or grant will materially change your duties hereunder or under the Project Facility Agreements or materially increase your burdens or risks hereunder or under the Project Facility Agreements. You agree that upon written notice to you of any such sale, transfer, assignment and/or grant, you shall acknowledge receipt thereof in writing and shall provide reasonable assistance to us and any such assignee in whatever manner necessary to complete any sale, transfer, assignment and/or grant contemplated by this Section 20. Upon any sale, transfer, assignment and/or grant contemplated by this Section 20, and except as may be otherwise provided in connection therewith, all references in this Agreement to "Agency" shall include the related assignee.

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

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

23. APPLICABLE LAW. GOVERNING LAW; FORUM SELECTION. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST YOU OR US WITH RESPECT TO THIS AGREEMENT SHALL, AT OUR OPTION, BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, WITH VENUE IN CLINTON COUNTY, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF YOU AND WE ACCEPT, GENERALLY AND UNCONDITIONALLY CONSENT TO THE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREE TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. YOU WAIVE ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS.**

24. INDEMNIFICATION. You are responsible for any and all losses, damages, penalties, claims, suits, actions, costs, expenses and disbursements, including legal expenses (collectively "*Claims*"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession or delivery of the Project Facility, (b) any defects in the Project Facility, including, any latent and other defects whether or not discoverable by you, and (c) patent, trademark, design or copyright infringement. You agree to reimburse us for, and indemnify us against, any and all Claims. Your obligations under this Section 24 include Claims against our agents, employees, officers and directors. You agree to give

us prompt notice of any claim or liability hereby indemnified against. The indemnities contained in this Section 24 shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand.

25. MISCELLANEOUS. **Time shall be of the essence of this Agreement.** You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the Premises. This Agreement is not binding on us until we sign it. Any change in any of the terms and conditions of this Agreement must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given effect. All notices shall be given in writing by the party sending the notice and shall be effective two (2) days after being deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Agreement (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws. If you do not perform any of your obligations under this Agreement, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one "Beneficiary" has signed this Agreement, each of you agree that your liability is joint and several.

26. AGENCY'S LIABILITY LIMITED. The obligations and agreements of the Agency contained in this Agreement and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and the members, officers, agents, servants and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State of New York or Clinton County, New York, and neither the State of New York nor Clinton County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Premises (except for revenues derived by the Agency with respect to the indemnification provisions contained in this Agreement. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (a) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (b) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (c) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (x) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand, and (y) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.



**EXHIBIT A**

**DESCRIPTION OF THE PROJECT**

The Project which is the subject of the attached Agreement is described as follows:

---

Project Beneficiary _____	A-1	Agency _____
---------------------------	-----	--------------

**EXHIBIT B**

**DESCRIPTION OF THE EXPECTED PUBLIC BENEFITS**

In the discussions had between the Project Beneficiary and the Agency with respect to the Project Beneficiary’s request for Financial Assistance from the Agency with respect to the Project, the Project Beneficiary has represented to the Agency that the Project is expected to provide the following benefits to the Agency and/or to the residents of the City of Rensselaer, New York (the “Public Benefits”):

Description of Benefit		Applicable to Project (indicate Yes or No)		Expected Benefit
1.	Retention of existing jobs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____ full time equivalent existing jobs at the Project Facility.
2.	Creation of new permanent jobs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____ full time equivalent new jobs at the Project Facility within ___ years of the date hereof.
3.	Creation of construction employment for local labor (i.e., labor resident in the area comprised of _____)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	average of _____ full time equivalent construction jobs at the Project Facility for local labor during an estimated construction period of ___ months, commencing within ___ months of the date hereof.
4.	Private sector investment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____ at the Project Facility within ___ years of the date hereof.
5.	Creation of new revenues for local taxing jurisdictions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____ of new revenues for local taxing jurisdictions with respect to the Project Facility within ___ years of the date hereof.
6.	Attract customers from outside the Economic Development Region	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Quantify by (% or number of customers, or % or amount of sales):  _____ within ___ years of the date hereof.
7.	Provide infrastructure necessary to support existing businesses or proposed businesses	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Describe:  _____ within ___ years of the date hereof.

8.	Other (describe): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Describe: _____ within__years of the date hereof
----	----------------------------	------------------------------	-----------------------------	---

Project Beneficiary _____	B-2	Agency _____
---------------------------	-----	--------------

**EXHIBIT C**

**DESCRIPTION OF THE EXPECTED FINANCIAL ASSISTANCE**

In the discussions had between the Project Beneficiary and the Agency with respect to the Project Beneficiary's request for Financial Assistance from the Agency with respect to the Project, the Agency has determined that the Agency intends to grant the following types and amounts of tax abatements and other benefits listed below with respect to the Project (the "Financial Assistance"):

	Type of Financial Assistance	Applicable to Project (indicate Yes or No)		Amount
1.	Sales tax abatement	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____
2.	Mortgage tax abatement	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____
3.	Real estate tax abatement	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____
4.	Proceeds of revenue bonds	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____
5.	Other (describe):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ _____

**EXHIBIT D**

**DESCRIPTION OF THE MINIMUM REQUIRED ANNUAL REPORT ITEMS**

The Project Beneficiary shall annually provide to the Agency a certified statement and documentation meeting the following minimum requirements:

(1) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location;

(2) either (A) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the Application is still accurate, or (B) if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created;

(3) contain a certification under penalty of perjury from the Project Beneficiary (and each other owner, occupant or operator of the Project Facility receiving any portion of the Financial Assistance) that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

Project Beneficiary _____	D-1	Agency _____
---------------------------	-----	--------------

**EXHIBIT E**

**DESCRIPTION OF THE PROJECT FACILITY AGREEMENTS**

In connection with the Project and the granting of the Financial Assistance, the Agency and the Project Beneficiary intend to enter into the following documents, among others:

1.	Various conveyance documents (the "Conveyance Documents") executed by the Project Beneficiary, whereby the Project Beneficiary conveys various interests in the Land and the Project Facility to the Agency.
2.	A lease agreement (the "Lease Agreement") by and between the Agency, as landlord, and the Project Beneficiary, as tenant, pursuant to which, among other things, the Project Beneficiary agrees to undertake the Project and complete the Project Facility and the Agency agrees to lease the Project Facility to the Project Beneficiary.
3.	A payment in lieu of tax agreement (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Project Beneficiary, pursuant to which the Project Beneficiary agrees to make payments in lieu of taxes with respect to the Project Facility.
4.	A termination and recapture agreement (the "Sales Tax Recapture Agreement") by and between the Project Beneficiary and the Agency, as required by the Act, regarding the recovery or recapture of certain sales and use taxes constituting a part of the Financial Assistance.
5.	A mortgage and any other security documents and related documents from the Agency and/or the Project Beneficiary to the Project Beneficiary's lender with respect to the Project ("the "Lender"), which documents may grant a lien on and security interest in the Project Facility to secure a loan (the "Loan") from the Lender to the Project Beneficiary with respect to the Project.

## EXHIBIT F

### DESCRIPTION OF THE RECAPTURE EVENTS

In connection with the Project and the granting of the Financial Assistance, the Agency and the Project Beneficiary agree that the following shall constitute recapture events with respect to the Project and the granting of the Financial Assistance:

1.	Failure of the Project Beneficiary to document to the satisfaction of the Agency the commencement of the acquisition, construction, reconstruction, renovation, and/or installation of the Project Facility within ___ months of the date hereof.
2.	Failure of the Project Beneficiary to document to the satisfaction of the Agency the completion of the acquisition, construction, reconstruction, renovation, and/or installation of the Project Facility within ___ years of the date hereof.
3.	Failure by the Project Beneficiary to document to the satisfaction of the Agency the retention of at least 80% of the full time equivalent existing jobs at the Project Facility listed on <b>Exhibit B</b> attached hereto during the term of this Agreement.
4.	Failure by the Project Beneficiary to document to the satisfaction of the Agency the creation of at least 80% of the average full time equivalent local labor construction jobs at the Project Facility listed on Exhibit B attached hereto during the construction period described on <b>Exhibit B</b> attached hereto.
5.	Failure by the Project Beneficiary to document to the satisfaction of the Agency the creation of at least 80% of the full time equivalent new jobs at the Project Facility listed on <b>Exhibit B</b> attached hereto within ___ years of the date hereof.
6.	Failure by the Project Beneficiary to document to the satisfaction of the Agency that at least 80% of the private sector investment described on <b>Exhibit B</b> attached hereto occurred with respect to the Project Facility within ___ years of the date hereof.
7.	Failure by the Project Beneficiary to document to the satisfaction of the Agency that the at least 80% of the new revenues for local taxing jurisdictions described on <b>Exhibit B</b> attached hereto were created within ___ years of the date hereof.
8.	Failure by the Project Beneficiary to document to the satisfaction of the Agency that the Project resulted in the attraction of at least 80% of the % or number of customers (or the % or amount of sales) from outside the Economic Development Region as described on <b>Exhibit B</b> attached hereto within ___ years of the date hereof.
9.	Failure by the Project Beneficiary to document to the satisfaction of the Agency that the Project provided the infrastructure necessary to support existing businesses or proposed businesses as described on <b>Exhibit B</b> attached hereto within ___ years of the date hereof.
10.	Failure by the Project Beneficiary to document to the satisfaction of the Agency that the Project provided the other Public Benefits described on <b>Exhibit B</b> attached hereto within the time frames assigned to such benefits.

Project Beneficiary _____	F-1	Agency _____
---------------------------	-----	--------------

11.	Liquidation of substantially all of the Project Beneficiary's operating assets at the Project Facility and/or cessation of substantially all of the Project Beneficiary's operations at the Project Facility.
12.	Relocation of all or substantially all of Project Beneficiary's operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility.
13.	Failure by the Project Beneficiary to comply with the annual reporting requirements or to provide the Agency with requested information.
14.	Sublease or assignment of all or part of the Project Facility in violation of any Project Facility Agreement.
15.	A change in the use of the Project Facility, other than as described on Exhibit A and other directly and indirectly related uses, in violation of any Project Facility Agreement.



EXHIBIT G

**NYS-45** (2/13)

**Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return**



Reference these numbers in all correspondence:

Mark an X in only one box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

UI Employer registration number

1 2 3 4 Y Y  
Jan 1 - Mar 31 Apr 1 - Jun 30 July 1 - Sep 30 Oct 1 - Dec 31 Year

For office use only  
Postmark

Withholding identification number

Are dependent health insurance benefits available to any employee? Yes No

Received date

Employer legal name:

If seasonal employer, mark an X in the box

**Number of employees**  
Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the 12th day of each month.

a. First month

b. Second month

c. Third month

UI SK AI SI WT SK

**Part A - Unemployment insurance (UI) information**

**Part B - Withholding tax (WT) information**

1. Total remuneration paid this quarter ..... 00
2. Remuneration paid this quarter to each employee in excess of \$8,500 since January 1 ..... 00
3. Wages subject to contribution (subtract line 2 from line 1) ..... 00
4. UI contributions due  
Enter your UI rate  .  %
5. Re-employment service fund (multiply line 3 x .00075) .....
6. UI previously underpaid with interest .....
7. Total of lines 4, 5, and 6 .....
8. Enter UI previously overpaid .....
9. Total UI amounts due (if line 7 is greater than line 8, enter difference) ...
10. Total UI overpaid (if line 8 is greater than line 7, enter difference and mark box 11 below)\* .....
11. Apply to outstanding liabilities and/or refund .....

12. New York State tax withheld .....
13. New York City tax withheld .....
14. Yonkers tax withheld .....
15. Total tax withheld (add lines 12, 13, and 14) .....
16. WT credit from previous quarter's return (see instr.) .....
17. Form NYS-1 payments made for quarter .....
18. Total payments (add lines 16 and 17) .....
19. Total WT amount due (if line 15 is greater than line 18, enter difference) ...
20. Total WT overpaid (if line 18 is greater than line 15, enter difference here and mark an X in 20a or 20b)\* ...
- 20a. Apply to outstanding liabilities and/or refund .....
- or 20b. Credit to next quarter withholding tax .....
21. Total payment due (add lines 9 and 19; make one remittance payable to NYS Employment Contributions and Taxes) .....

\* An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other.

Complete Parts D and E on back of form, if required.

**Part C - Employee wage and withholding information**

Quarterly employee/payee wage reporting information (If more than five employees or if reporting other wages, do not make entries in this section; complete Form NYS-45-ATT. Do not use negative numbers; see instructions.)			Annual wage and withholding totals If this return is for the 4th quarter or the last return you will be filing for the calendar year, complete columns d and e.		
a	b	c	d	e	
Social security number	Last name, first name, middle initial	Total UI remuneration paid this quarter	Gross federal wages or distribution (see instructions)	Total NYS, NYC, and Yonkers tax withheld	
<b>Totals</b> (column c must equal remuneration on line 1; see instructions for exceptions)					

Sign your return: I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature (see instructions)	Signer's name (please print)	Title
Date	Telephone number	

Project Beneficiary _____	G-1	Agency _____
---------------------------	-----	--------------

Withholding identification number



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

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

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

**Part E - Change of business information**

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

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

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

- Mark an X to indicate whether in whole  or in part
- Enter the date of transfer (mmddyy) ..... [ ]
- Complete the information below about the acquiring entity

Legal name	EIN
Address	

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

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

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment.
- Enter your withholding ID number on your remittance.
- Make remittance payable to NYS Employment Contributions and Taxes.
- Enter your telephone number in boxes below your signature.
- See *Need help?* on Form NYS-45-1 if you need forms or assistance.

Mail to:

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

NYS-45 (2/13) (back)

Project Beneficiary _____	G-2	Agency _____
---------------------------	-----	--------------

**EXHIBIT H**

**ANNUAL REPORT AND  
DOCUMENTATION**

ANNUAL STATUS REPORT

PROJECT BENEFICIARY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**RETAINED JOBS**

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

**CREATED JOBS**

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

**Officer's Certification**

I, the Undersigned, duly elected and appointed \_\_\_\_\_ (Title) of \_\_\_\_\_ (Project Beneficiary Name), a \_\_\_\_\_ (State) \_\_\_\_\_ (Type of Entity) (the "Project Beneficiary") do hereby certify, pursuant to the requirements of a Project Benefit Agreement dated as of \_\_\_\_\_ by and between the Project Beneficiary and County of Clinton Industrial Development Agency, the following:

(A) That all information provided on this form is complete, true and accurate, and

(B) That the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application are still complete, true and accurate.

\_\_\_\_\_ (Officer's Signature)

\_\_\_\_\_ (Printed)

Project Beneficiary _____	H-1	Agency _____
---------------------------	-----	--------------

**EXHIBIT I**

**AMOUNT OF FINANCIAL ASSISTANCE TO BE RECAPTURED**

recapture: Upon the occurrence of a Recapture Event, the Project Beneficiary shall pay to the Agency the following amounts as

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

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

Project Beneficiary _____	I-1	Agency _____
---------------------------	-----	--------------

HOLD HARMLESS AGREEMENT

Applicant hereby releases the City of Rensselaer Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

\_\_\_\_\_  
(Applicant)

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

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

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

Exhibit A

TO: Project Applicants  
FROM: City of Rensselaer Industrial Development Agency  
RE: Cost/Benefit Analysis

---

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

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

**PROJECT QUESTIONNAIRE**

1. Name of Project Beneficiary ("Company"):	
2. Brief Identification of the Project:	
3. Estimated Amount of Project Benefits Sought:	
A. Value of Sales Tax Exemption Sought	\$ _____
B. Value of Real Property Tax Exemption Sought	\$ _____
C. Value of Mortgage Recording Tax Exemption Sought	\$ _____

**PROJECTED PROJECT INVESTMENT**

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