

# ***St. Lawrence County Industrial Development Agency***

Human Services Center  
19 Commerce Lane, Suite 1, Canton, New York 13617-1496  
Phone: (315) 379-9806 Fax: (315) 386-2573

Patrick J. Kelly  
Chief Executive Officer

## PROJECT ACTIVITY REPORT

Project: AJ Missert, Inc.  
Project Address: 1001 Champlain Street  
Ogdensburg, New York 13669  
Application Date: 09/25/2012  
Board Approval Date: 09/27/2012  
Financing Date: 09/28/2012 (SUT)  
03/26/2013 (PILOT)

### Project Overview:

AJ Missert, Inc. has applied for financial assistance through the St. Lawrence County Industrial Development Agency **to assist the Company in constructing an 80' x 80' addition to its current 29,000 sq. ft. warehouse to help meet the Company's increased warehousing needs.**

### Actions Taken:

The St. Lawrence County Industrial Development Agency authorized a Sales and Use Tax Exemption for this project. Additionally, a Payment in Lieu of Taxes agreement for the warehouse addition was executed on March 26, 2013.

### Economic Indicators:

Jobs Created and Maintained: This project will assist in the retention of 21 St. Lawrence County-located jobs. The project will also assist in the creation of 6 to 10 construction jobs.

ORIGINAL

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
(ST. LAWRENCE COUNTY, NEW YORK)

and

A.J. MISSERT, INC.

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AGENCY COMPLIANCE AGREEMENT

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Dated as of September 27, 2012

(ST. LAWRENCE COUNTY, NEW YORK)  
(A.J. MISSERT, INC. OF ST. LAWRENCE COUNTY)  
(2012 FACILITY)

AGENCY COMPLIANCE AGREEMENT

THIS AGENCY COMPLIANCE AGREEMENT, dated as of September 27, 2012 (the "Agency Compliance Agreement"), is by and between the ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency and a public benefit corporation of the State of New York, having its principal office at 80 State Highway 301, Suite 6, Canton, New York 13617 (the "Agency"), and A.J. MISSERT, INC., a business corporation duly organized and validly existing under the laws of the State of New York, having offices at 1001 Champlain Street, Ogdensburg, New York 13669 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 132 of the Laws of 1973 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the "Act");

WHEREAS, the Agency proposes to acquire the Facility (defined below) from, and lease the Facility to, A.J. Missert, Inc., a privately-held corporation duly organized and validly existing under the laws of the State of New York (the "Company");

WHEREAS, the Agency has agreed to lease a certain facility located at 1001 Champlain Street, Ogdensburg, New York 13669 (the "Facility") from the Company pursuant to a Lease Agreement, dated as of \_\_\_\_\_ 2012 (the "Lease Agreement"), by and between the Agency, as lessee and the Company, as lessor; and;

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to construct and equip the Facility in accordance with the Plans and Specifications;

WHEREAS, the Company has agreed to leaseback the Facility from the Agency pursuant to a Leaseback Agreement, dated as of \_\_\_\_\_ 2012; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

## ARTICLE I

### REPRESENTATIONS AND COVENANTS OF THE COMPANY and AGENCY

Section 1.1 Representations and Covenants of Company. Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Company is a business corporation duly authorized to do business in the State of New York, is in good standing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform this Agency Compliance Agreement. This Agency Compliance Agreement has been duly authorized, executed and delivered by Company.

(b) To the best of Company's knowledge, neither the execution and delivery of this Agency Compliance Agreement nor the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, Company's organizational documents, as amended, or any restriction or any agreement or instrument to which Company is a party or by which it is bound.

(c) Any and all leasehold improvements undertaken by Company with respect to the Facility and the design, construction, equipping and operation of the Facility will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. Company shall defend, indemnify and hold the Agency harmless from any liability or expenses, including reasonable attorneys' fees, resulting from any failure by Company to comply with the provisions of this subsection.

(d) This Agency Compliance Agreement constitutes a legal, valid and binding obligation of Company enforceable against Company in accordance with its terms.

(e) The Agency hereby appoints and the Company hereby agrees to act on behalf of the Agency, as its Agent, under the terms of this Agreement, to construct and equip the Facility in accordance with the Plans.

ARTICLE II  
INSURANCE

Section 2.1. Insurance Required. To the extent not maintained by the Company, at all times after the Closing Date, Company shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) Insurance protecting the Agency and Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by Company under Section 3.2 hereof) or arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or other occurrence, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage); comprehensive automobile liability insurance covering all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage); and blanket excess liability coverage, in an amount not less than \$3,000,000 combined single limit or equivalent, protecting the Agency and Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage.

(b) In the event that the premises are situated within an area of special flood hazard, a policy or policies of flood insurance (in full force and effect) in an amount not less than the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 2.2 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 2.1 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write such insurance in the State and selected by the entity required to procure the same. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. The policy evidencing the insurance required by Section 2.1(c) hereof shall name the Agency as an additional insured.

(b) The policies (or certificates or binders) of insurance required by Section 2.1(a) and (e) hereof shall be deposited with the Agency on or before the Closing Date. A copy of the policies (or certificates or binders) of insurance required by Sections 2.1(c) and 2.1(d)(ii), (iii) and (iv) hereof shall be delivered to the Agency on or before the Closing Date. Company shall deliver to the Agency before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 2.1 hereof and complying with the additional requirements of Section 2.2(a) hereof. Prior to the expiration of each such policy or policies, Company shall furnish to the Agency and any other appropriate Person a new policy or policies of insurance or evidence that such policy or policies are no longer required by this Agency Compliance Agreement. Company shall provide such further information with respect to the insurance coverage required by this Agency Compliance Agreement as the Agency may from time to time reasonably require.

Section 2.3 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If Company fails (i) to pay any tax, together with any fine, penalty, interest or cost which may have been added thereto or become due or been imposed by operation of law for nonpayment thereof, or payments in lieu of taxes pursuant to the PILOT Agreement, or assessment or other governmental charge required to be paid, (ii) to maintain any insurance required to be maintained by Section 2.1 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provisions of Section 3.9(b) hereof), or (v) to pay any other amount or perform any act hereunder required to be paid or performed by Company hereunder, the Agency may pay or cause to be paid such tax, payments in lieu of taxes pursuant to the PILOT Agreement, assessment or other governmental charge, or the premium for such insurance or any such other payment, or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency, with a copy of such notice being given to Company, and in the case of any tax, assessment or governmental charge, or the amounts specified in clauses (iii) and (iv) of this Section, no such payment shall be made in any event if Company is contesting the same in good faith to the extent and as permitted by this Agency Compliance Agreement, unless an Event of Default under the Lease Agreement shall have occurred and be continuing. No such payment by the Agency shall affect or impair any rights of the Agency hereunder arising in consequence of such failure by Company. Company shall, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all reasonable legal fees and disbursements), together with interest thereon from the date of payment of such amount, expense or cost by the Agency at two percent (2%) in excess of the Prime Rate.

### ARTICLE III SPECIAL COVENANTS

#### Section 3.1 No Warranty of Condition or Suitability by Agency..

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF, OR TITLE TO, THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR BRISTOL'S PURPOSES OR NEEDS.

#### Section 3.2 Hold Harmless Provisions.

(a) Company agrees that the Agency, its directors, members, officers, agents (except the Company and Company) and employees shall not be liable for, and agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Company and Company) and employees harmless from and against, any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land, and (ii) liability arising from or expense incurred in connection with the Agency's acquisition, construction, renovation, equipping and owning and leasing of the Facility, including, without limiting the generality of the foregoing, all claims arising from the breach by Company of any of its covenants contained herein, the exercise by Company of the authority conferred upon them pursuant to this Agency Compliance Agreement and all causes of action and attorneys' fees (whether by reason of third party claims or by reason of the enforcement of any provision of this Agency Compliance Agreement (including without limitation this Section) or any of the other documents delivered on the Closing Date by the Agency), and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred and do not result from the gross negligence or intentional or willful wrongdoing of the Agency or any of its directors, members, agents (except the Company and Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency, or any of its members, directors, officers, agents or employees, and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of any such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

(b) Notwithstanding any other provisions of this Agency Compliance Agreement, the obligations of Company pursuant to this Section shall remain in full

force and effect after the termination of this Agency Compliance Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency, or its members, directors, officers, agents and employees, relating to the enforcement of the provisions herein specified.

(c) In the event of any claim against the Agency or its members, directors, officers, agents or employees by any employee or contractor of Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

Section 3.3 Right to Inspect Facility. The Agency and its duly authorized agents shall have the right at all reasonable times to inspect the Facility.

Section 3.4 Qualification in State. Company, throughout the term of this Agreement, shall continue to be duly authorized to do business in the State.

Section 3.5 Agreement to File Annual Statements and Provide Information. In the event that Company has claimed exemptions from sales and use taxes as agent for the Agency, Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility in compliance with Sections 874(8) and (9) of the New York State General Municipal Law. Company shall submit a copy of such annual statement to the Agency at the time of filing with the Department of Taxation and Finance. Company further agrees to provide and certify or cause to be provided and certified whenever requested by the Agency such information concerning Company, its finances, its operations, its employment and its affairs necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents. Such information shall be provided within thirty (30) days following written request from the Agency.

Section 3.6 Books of Record and Account; Financial Statements. Company, at all times, agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of Company.

Section 3.7 Compliance with Orders, Ordinances, Etc.

(a) Company, throughout the term of the Sublease Agreement, agrees that it will promptly comply, and cause any tenant or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, ordinary or



extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers having jurisdiction of the Facility or any part thereof, and companies or associations insuring the premises.

(b) Company shall keep or cause the Facility to be kept free of Hazardous Substances. Without limiting the foregoing, Company shall not cause or permit the Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance with all applicable federal, state and local laws or regulations, nor shall Company cause or permit, as a result of any intentional or unintentional act or omission on the part of Company or any contractor, subcontractor, tenant or subtenant, a release of Hazardous Substances onto the Facility or onto any other property from the Facility. Company shall comply with, and ensure compliance by all of its contractors, subcontractors, tenants and subtenants with, all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all of its contractors, subcontractors, tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Company shall (i) conduct and complete all investigations, studies, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from, or affecting the Facility as a result of the conduct of Company, its contractors and subcontractors (A) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, (B) in accordance with the orders and directives of all federal, state and local governmental authorities; and (ii) defend, indemnify, and hold harmless the Agency, its employees, agents, officers, members and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (A) the presence, disposal, release, or threatened release of any Hazardous Substances which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (B) any bodily injury, personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substances, (C) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substances, and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such

Hazardous Substances, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. The provisions of this Section shall be in addition to any and all other obligations and liabilities Company may have to the Agency at common law and shall survive the transactions contemplated herein.

(c) Notwithstanding the provisions of subsections (a) and (b) hereof, Company may in good faith contest the validity or the applicability of any requirement of

the nature referred to in such subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Agency shall notify Company that, by failure to comply with such requirement or requirements, the Facility or any part thereof may be subject to loss, penalty or forfeiture, in which event Company shall promptly take such action with respect thereto or provide such security as shall be reasonably satisfactory to the Agency. If at any time the then existing use or occupancy of the Facility shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, Company shall use its best efforts not to cause or permit such use or occupancy to be discontinued without the prior written consent of the Agency.

(d) Notwithstanding the provisions of this Section 3.8, if, because of a breach or violation of the provisions of subsection (a) or (b) hereof (without giving effect to subsection (c) hereof), the Agency, or any of its members, directors, officers, agents, or employees shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, Company shall immediately provide legal protection and/or pay amounts necessary in the opinion of the Agency and of its members, directors, officers, agents and employees, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(e) Notwithstanding any provisions of this Section 3.8, the Agency retains the right to defend itself in any action or actions which are based upon or in any way related to such Hazardous Substances. In any such defense of itself, the Agency shall select its own counsel, and any and all costs of such defense, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, shall be paid by Company.

#### Section 3.9 Liens and Encumbrances.

(a) Company, throughout the term of the Sublease Agreement, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, Company may in good faith contest any such Lien. In such event, Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify Company that, by nonpayment of any such item or items, the Facility or any part thereof may be subject to loss or forfeiture, in which event Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed, or by taking such other actions as may be satisfactory to the Agency to protect its interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 3.10 Identification of Equipment. If any equipment is to or may become the Property of the Agency pursuant to the provisions of this Agency Compliance Agreement then such equipment shall be properly identified by Company by such appropriate records, including computerized records, as may be approved by the Agency. All Equipment and other Property of whatever nature affixed or attached to the Land or used or to be used by Company in connection with the Facility shall be deemed presumptively to be owned by the Agency, rather than Company, unless the same were utilized for purposes of construction of the Facility or were installed by Company and title thereto was retained by Company in the manner provided in the Lease Agreement and such Equipment and other Property were properly identified by such appropriate records as were approved by the Agency.

Section 3.11 Depreciation Deductions and Investment Tax Credit. The parties agree that, as between them, Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Facility and to any investment credit with respect to any part of the Facility.

Section 3.12 Employment Opportunities: Notice of Jobs. Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, cause any new employment opportunities created in connection with the Facility to be listed with the New York State Department of Labor, Community Services Division, and with the administrative entity of the service delivery area created pursuant to the Workforce Investment Act (PL 105-220) in which the Facility is located (collectively, the "Referral Agencies"). Company also agrees that it will, where practicable, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies.

Section 3.13 Definitions. All capitalized terms used in this Agency Compliance Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement as Schedule A.

Section 3.14 Execution of Counterparts. This Agency Compliance Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.15 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

St. Lawrence County Industrial Development Agency  
80 State Highway 301, Suite 6  
Canton, New York 13617  
Attention: Patrick J. Kelly, Chief Executive Officer

With a copy to:

Silver and Collins, Attorneys at Law  
44 Court Street  
Canton, New York 13617  
Attention: Andrew Silver, Esq.

To the Company:

AJ Missert, Inc.  
1001 Champlain Street  
Ogdensburg, New York 13669  
Attention: James Missert

IN WITNESS WHEREOF, the Agency and Company have each caused this Agency Compliance Agreement to be executed in their respective names by affixing his signature thereto, or by duly authorized officers, all as of the date first above written.

For: **ST. LAWRENCE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Patrick J. Kelly  
Title: Chief Executive Officer

For: **A. J. Missert, Inc.**

By:  
Name:  
Title:

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ST. LAWRENCE    )

On the 27<sup>th</sup> day of September 2012, before me, personally appeared **Patrick Kelly**, Chief Executive Officer of the St. Lawrence County Industrial Development Agency, personally known to me or proved to me on the basis of satisfactory evidence to be the Company whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the Company, or the person upon behalf of which the Company acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York

NATALIE A. SWEATLAND  
Notary Public, State of New York

Qualified in St. Lawrence County  
Commission Expires May 26, 20 14

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ST. LAWRENCE    )

On the 27<sup>th</sup> day of September, 2012, before me, personally appeared James Missert, Vice President of A.J. Missert, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the Company whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the Company, or the person upon behalf of which the Company acted, executed the instrument.

\_\_\_\_\_  
Notary/Public, State of New York

NATALIE A. SWEATLAND  
Notary Public, State of New York

Qualified in St. Lawrence County  
Commission Expires May 26, 20 14



# St. Lawrence County Industrial Development Agency

80 State Highway 310, Suite 6 ~ Canton, New York 13617

Phone: (315) 379-9806 / TDD: 711 ~ Fax: (315) 386-2573 ~ www.slcida.com

CERTIFIED MAIL

## MEMBERSHIP

### CHAIRMAN

**Brian W. Staples**  
Brian Staples, CPA

\*

### VICE CHAIRMAN

**Ernest LaBaff**  
President Emeritus,  
Aluminum Brick & Glass  
Workers International Union

\*

### SECRETARY

**Lynn Blevins**  
Blevins Brothers, Inc.

\*

### Mark C. Hall

Town of Fine, New York

\*

### Andrew McMahon

Massena Electric Department

\*

### Donald Peck

St. Lawrence County  
Board of Legislators

\*

### R. Joseph Weekes, Jr.

Weekes Agency

\*

### CHIEF EXECUTIVE OFFICER

**Patrick J. Kelly**  
St. Lawrence County  
Industrial Development Agency

\*

### CHIEF FINANCIAL OFFICER

**Thomas A. Plastino**  
St. Lawrence County  
Industrial Development Agency

October 10, 2012

New York State Tax Department

IDA Unit

W.A. Harriman Campus  
Albany, New York 12227

Re: St. Lawrence County Industrial Development Agency and A.J. Missert, Inc.

Dear Sir or Madam:

Enclosed please find an original form ST-60 relative to the above-cited project for subagent CD Building Systems, Inc.

Please feel free to contact this office if you have any questions or concerns.

Sir

Patrick J. Kelly  
Chief Executive Officer

PJK/nas

Enclosure: 1

CC: AJ Missert File

We are an equal opportunity provider and employer. To file a complaint of discrimination, write:

USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington DC 20250-9410, or call 800-795-3272 (voice) or 202-720-6382 (TDD).



# IDA Appointment of Project Operator or Agent For Sales Tax Purposes

# ST-60

(2/11)

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

**For IDA use only**

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 4001-12-06	
Street address 80 State Highway 310, Suite 6		Telephone number (315) 379-9806	
City Canton		State NY	ZIP code 13617
Name of IDA project operator or agent DC Building Systems, Inc.	Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number	
Street address 19086 US Route 11	Telephone number (315) 785-9884	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Watertown	State NY	ZIP code 13601	
Name of project A.J. Missert Inc. Expansion Project	Purpose of project (see instructions) Wholesale Trade		
Street address of project site 1001 Champlain Street			
City Ogdensburg	State NY	ZIP code 13669	
Description of goods and services intended to be exempted from sales and use taxes Construction of an addition to the existing commercial building of approximately 6,400 square feet to meet expanded warehousing needs.			

Date project operator or agent appointed (mm/dd/yy) 09/27/12	Date project operator or agent status ends (mm/dd/yy) 06/30/13	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services to be exempted from sales and use taxes as a result of the project's designation as an IDA project: \$250,000		

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

Print name of person acting on behalf of the IDA Patric	Print title Chief Executive Officer
Signature	Date 09-27-2012
	Telephone number (315) 379-9806

## Instructions

### Filing requirements

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

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

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

If an IDA revokes or cancels the appointment of an agent, or if a form it filed is not valid for any reason, the IDA must send a letter to the address below for filing this form, indicating that it has done so or that the previously filed form is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

### Purpose of project

For Purpose of project, enter one of the following:

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

### Mailing instructions

Mail completed form to:

**NYS TAX DEPARTMENT  
IDA UNIT  
WA HARRIMAN CAMPUS  
ALBANY NY 12227**

### Privacy notification

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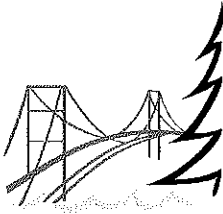
This information is maintained by the Manager of Document Management, NYS Tax Department, WA Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

### Need help?

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

**Sales Tax Information Center:** (518) 485-2889  
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**Text Telephone (TTY) Hotline**  
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082



# St. Lawrence County Industrial Development Agency

80 State Highway 310, Suite 6 ~ Canton, New York 13617

Phone: (315) 379-9806 / TDD: 711 ~ Fax: (315) 386-2573 ~ www.slcida.com

CERTIFIED MAIL

## MEMBERSHIP

### **CHAIRMAN**

**Brian W. Staples**  
Brian Staples, CPA

\*

### **VICE CHAIRMAN**

**Ernest LaBaff**  
President Emeritus,  
Aluminum Brick & Glass  
Workers International Union

\*

### **SECRETARY**

**Lynn Blevins**  
Blevins Brothers, Inc.

\*

### **Mark C. Hall**

Town of Pine, New York

\*

### **Andrew McMahon**

Massena Electric Department

\*

### **Donald Peck**

St. Lawrence County  
Board of Legislators

\*

### **R. Joseph Weekes, Jr.**

Weekes Agency

\*

### **CHIEF EXECUTIVE OFFICER**

**Patrick J. Kelly**  
St. Lawrence County  
Industrial Development Agency

\*

### **CHIEF FINANCIAL OFFICER**

**Thomas A. Plastino**  
St. Lawrence County  
Industrial Development Agency

October 1, 2012

New York State Tax Department  
IDA Unit  
W.A. Harriman Campus  
Albany, New York 12227

Re: St. Lawrence County Industrial Development Agency and A.J. Missert, Inc.

Dear Sir or Madam:

Enclosed please find an original form ST-60 relative to the above-cited project.

Please feel free to contact this office if you have any questions or concerns.

Sincerely,

Patrick J. Kelly  
Chief Executive Officer

PJK/nas

Enclosure: 1

CC: AJ Missert File

We are an equal opportunity provider and employer. To file a complaint of discrimination, write:

USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington DC 20250-9410, or call 800-795-3272 (voice) or 202-720-6382 (TDD).





# IDA Appointment of Project Operator or Agent For Sales Tax Purposes

# ST-60

(2/11)

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

**For IDA use only**

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 4001-12-06	
Street address 80 State Highway 310, Suite 6		Telephone number (315) 379-9806	
City Canton		State NY	ZIP code 13617
Name of IDA project operator or agent DC Building Systems, Inc.	Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number	
Street address 19086 US Route 11	Telephone number (315) 785-9884	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Watertown	State NY	ZIP code 13601	
Name of project A.J. Missert Inc. Expansion Project	Purpose of project (see instructions) Wholesale Trade		
Street address of project site 1001 Champlain Street	City Ogdensburg		State NY
Description of goods and services intended to be exempted from sales and use taxes Construction of an addition to the existing commercial building of approximately 6,400 square feet to meet expanded warehousing needs.		ZIP code 13669	

Date project operator or agent appointed (mm/dd/yy) 09/27/12	Date project operator or agent status ends (mm/dd/yy) 06/30/13	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services to be exempted from sales and use taxes as a result of the project's designation as an IDA project: \$250,000		

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

Print name of officer or employee signing on behalf of the IDA Patrik	Print title Chief Executive Officer
Signature	Date 09-27-2012
	Telephone number (315) 379-9806

## Instructions

### Filing requirements

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

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

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

If an IDA revokes or cancels the appointment of an agent, or if a form it filed is not valid for any reason, the IDA must send a letter to the address below for filing this form, indicating that it has done so or that the previously filed form is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

### Purpose of project

For Purpose of project, enter one of the following:

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

### Mailing instructions

Mail completed form to:

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

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