

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

Ernest J. LaBaff Industrial Building ~ 19 Commerce Lane, Suite 1 ~ Canton, New York 13617

Phone: (315) 379-9806 ~ Fax: (315) 386-2573

Patrick J. Kelly  
Chief Executive Officer

### **PROJECT ACTIVITY REPORT**

**Project:** Canton Industrial Park Expansion Project  
**Project Address:** Commerce Lane  
Canton, New York 13617  
**Application Date:** N/A  
**Board Approval Date:** June 26, 2014  
**Assistance Date:** N/A

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#### **Project Overview:**

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In 2005, the St. Lawrence County Industrial Development Agency, along with St. Lawrence County, the town and village of Canton, and St. Lawrence NYSARC signed a memorandum of understanding to create a light industrial park in Canton.

The first Canton Industrial Building was completed in 2012, and a 2012 North Country Regional Economic Development Council CFA award enabled the SLCIDA to move ahead with the park's expansion.

On June 26, 2014, the SLCIDA authorized a contract in the amount of \$544,000 with Acts II Construction (Gouverneur, New York) to proceed with the expansion work, which involves site grading of the remaining 17+ acres to balance the landscape, disburse the 26,000 CY of spoilage from the County's jail project as well as control any watershed onto neighboring properties. This work will be performed in accordance with the SWPPP prepared by Tisdell Associates for the SLCIDA's submission to New York State Department of Environmental Conservation.

Infrastructure included in this project will be potable water, fire hydrant installation, sanitary sewer complete with a necessary pump station and approximately 780 feet of asphalt road construction. These infrastructure improvements will define five shovel ready building sites of approximately 3.5 acres each.

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

and

ACTS II CONSTRUCTION

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AGENCY COMPLIANCE AGREEMENT  
for conveyance of sales and use tax exemption benefit.

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**TERM OF CONVEYENCE OF AGENT STATUS:**  
06/26/2014 – 12/31/2014

(ST. LAWRENCE COUNTY, NEW YORK)  
(ACTS II CONSTRUCTION  
(CANTON INDUSTRIAL PARK EXPANSION  
(PROJECT # 14-CIP-02)

**BENEFIT LIMITED TO**  
**\$43,520**

**AGENCY COMPLIANCE AGREEMENT**

THIS AGENCY COMPLIANCE AGREEMENT, (the "Agreement"), is by and between the **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY LOCAL DEVELOPMENT CORPORATION**, primary agent of the St. Lawrence County Industrial Development Agency for a certain project described below, having its principal office at 19 Commerce Lane, Suite 1, Canton, New York 13617 (the "SLCIDA-LDC"), and **Acts II Construction, Inc.**, a business corporation duly organized and validly existing under the laws of the State of New York, having offices at 658 US Highway 11, Gouverneur, New York 13642 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, the St. Lawrence County Industrial Development Agency (the "SLCIDA") 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"); and

WHEREAS, the SLCIDA is undertaking a certain project more fully described herein, issued a request for proposals to solicit bids for the construction and expansion of the Canton Industrial Park and has designated the SLCIDA-LDC as its Agent to undertake the project; and

WHEREAS, the SLCIDA-LDC, as Agent of the SLCIDA, has authorized the creation, execution and delivery of a construction contract with the CONTRACTOR, and as such has appointed the CONTRACTOR as Agent of the SLCIDA-LDC to undertake the project and exempt certain, project-eligible purchases from Sales and Use Tax;

Project Number:	14-CIP-02
Project Address:	Canton Industrial Park Commerce Lane, Canton, New York
Estimated value of goods and services to be exempt from New York State and local sales and use tax:	\$544,000
Estimated value of New York State and local sales and use tax exemption provided (8%):	<b>LIMITED TO \$43,520</b>

WHEREAS, this project is more fully described as:

<p>Project:</p> <p>Designation of the St. Lawrence County Industrial Development Agency - Local Development Corporation (the "SLCIDA-LDC") as agent of the SLCIDA for the purpose of completing a project (the "Project") consisting of (1)(A) the acquisition of a leasehold interest in certain land located in the Canton Industrial Park, Village of Canton, New York, (B) construction of a road and extending utilities in the Canton Industrial Park, Village of Canton, New York.</p> <p>The park will be used to encourage economic growth within the county, and the granting of certain other "financial assistance" (within the meaning of Section 854 (14) of the New York General Municipal Law) with respect to the foregoing, shall include exemption from sales and use taxes.</p>
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WHEREAS, said appointment includes the following as it relates to any proposed acquisition, construction, renovation, equipping and completion of the Project, whether or not any materials or

supplies described below are incorporated into or become an integral part of such Project: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, renovation and equipping of the Project, and (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, renovation and equipping of the Project, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under such Project, entering into contracts and doing all things requisite and proper for completing the Project;

WHEREAS, the CONTRACTOR has agreed with the SLCIDA-LDC, on behalf of the SLCIDA-LDC and as the SLCIDA-LDC's agent, to limit its activities as agent for the SLCIDA-LDC under the authority of the appointing resolution to acts reasonably related to the construction and equipping of the Project in accordance with the Plans and Specifications set forth in the CONSTRUCTION contract.

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

ARTICLE I: REPRESENTATIONS AND COVENANTS OF THE CONTRACTOR and SLCIDA-LDC
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Section 1.1 Representations and Covenants of CONTRACTOR. CONTRACTOR makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The CONTRACTOR 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 Agreement. This Agreement has been duly authorized, executed and delivered by CONTRACTOR.

(b) To the best of CONTRACTOR's knowledge, neither the execution and delivery of this 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, CONTRACTOR's organizational documents, as amended, or any restriction or any agreement or instrument to which CONTRACTOR is a party or by which it is bound.

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

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

(e) The SLCIDA-LDC hereby appoints and the CONTRACTOR hereby agrees to act on behalf of the SLCIDA-LDC, as its Agent, under the terms of this Agreement, to construct and equip the Project in accordance with the Plans and Specifications.

## ARTICLE II: SPECIAL COVENANTS

Section 2.1 No Warranty of Condition or Suitability by SLCIDA-LDC. The SLCIDA-LDC 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 CONTRACTOR's purposes or needs.

Section 2.2 Hold Harmless Provisions.

(a) CONTRACTOR agrees that the SLCIDA-LDC, its directors, members, officers, agents (except agents of the CONTRACTOR) and employees shall not be liable for, and agrees to defend, indemnify, release and hold the SLCIDA-LDC, its directors, members, officers, agents (except agents of the CONTRACTOR) 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 Project 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 Project, and (ii) liability arising from or expense incurred in connection with the SLCIDA-LDC's acquisition, construction, renovation, equipping and owning and leasing of the Project, including, without limiting the generality of the foregoing, all claims arising from the breach by CONTRACTOR of any of its covenants contained herein, the exercise by CONTRACTOR of the authority conferred upon them pursuant to this 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 Agreement (including without limitation this Section) or any of the other documents delivered by the SLCIDA-LDC), 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 SLCIDA-LDC are not incurred and do not result from the gross negligence or intentional or willful wrongdoing of the SLCIDA-LDC or any of its directors, members, agents (except the CONTRACTOR) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the SLCIDA-LDC, 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 Agreement, the obligations of CONTRACTOR pursuant to this Section shall remain in full force and effect after the termination of this 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 SLCIDA-LDC, 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 SLCIDA-LDC or its members, directors, officers, agents or employees by any employee or contractor of CONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of CONTRACTOR 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 2.3 Right to Inspect Project. The SLCIDA-LDC and its duly authorized agents shall have the right at all reasonable times to inspect the Project.

Section 2.4 Qualification in State. CONTRACTOR, throughout the term of this Agreement, shall continue to be duly authorized to do business in the State.

Section 2.5 Appointment of Project Operator and Agents.

(a) CONTRACTOR, effective of the date hereof and until the SLCIDA-LDC consents in writing to a termination of this Agreement, shall accept authority to purchase on behalf of SLCIDA-LDC all materials to be incorporated into and made an integral part of the Project, and the following activities as they relate to any construction, erection and completion of any building(s), whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction and equipping, (2) all purchases, rentals, uses of consumption of supplies, materials, utilities and services of every kind and description used in connection with construction and equipping, and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs), installed or placed in upon or under such building or facility, including all repairs and replacements of such property.

(b) The authority accepted by the CONTRACTOR on behalf of the SLCIDA-LDC as outlined in Section 2.5(a) is deemed also to be accepted by any other project operator or agent that the CONTRACTOR may duly appoint.

Section 2.6 IDA Agent or Operator Exempt Purchase Certificate (the ST-123). The CONTRACTOR shall utilize Form ST-123 "IDA Agent or Project Operator Exempt Purchase Certificate" to make purchases for the project exempt from state and local sales taxes as an agent of the SLCIDA-LDC. The CONTRACTOR and its Authorized Agents, by accepting this authority, understand and agree that misuse of the Form ST-123 may subject them to serious civil and criminal sanctions in addition to the payment of any tax and interest due. Contractors or subcontractors that are not agents of the SLCIDA-LDC shall utilize form ST-120.1, *Contractors Exempt Purchase Certificate*, when making project-related purchases that are exempt from sales tax under sections 111(a)(15) and 1115(a)(16) of the Tax Law.

Section 2.7. Agreement to File Annual Statements and Provide Information. CONTRACTOR agrees to deliver and certify or cause to be delivered and certified whenever requested by the SLCIDA-LDC such information concerning CONTRACTOR, its finances, its operations, its employment and its affairs necessary to enable the SLCIDA-LDC to make any report required by law, governmental regulation or any of the SLCIDA-LDC documents. Such information shall be delivered within thirty (30) days following written request from the SLCIDA-LDC.

Section 2.8 Books of Record and Account; Financial Statements and Documents Retention.

(a) The CONTRACTOR, 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 CONTRACTOR and any and all records relating to the sales and use tax exemptions claimed in connection with the Project in compliance with this Agreement.

(b) The CONTRACTOR must retain for at least six (6) years from the date of expiration of its Contract copies of (i) this Agreement and (ii) all contracts, agreements, invoices, bill or purchases entered into or made by such Agent using Form ST-123 and to make all such records available to the

SLCIDA-LDC upon reasonable notice. This provision shall survive the expiration or termination of this Agreement.

Section 2.9 Recovery Provisions. In compliance with General Municipal Law §875(3), the policies of the SLCIDA-LDC and the Resolution, the CONTRACTOR covenants and agrees that the SLCIDA-LDC shall recover, recapture, receive or otherwise obtain from the CONTRACTOR and to any other parties as the CONTRACTOR may designate, or other person or entity State Sales and Use Exemption benefits taken or purported to be taken by any such person to which the person is not entitled or which are in excess of the amounts authorized or which are for property or services not authorized or taken in cases where such agent or project operator, or other person or entity failed to comply with a material term or condition to use property or services in the manner required by the CONTRACTOR through this Agreement. The CONTRACTOR shall cooperate with the SLCIDA-LDC in its efforts to recover, recapture, receive or otherwise obtain such State Sales and Use Exemption benefits, and the CONTRACTOR shall promptly pay over any such amounts to the SLCIDA-LDC that SLCIDA-LDC demands in connection herewith. Failure to pay over such amounts to the SLCIDA-LDC shall be grounds for the New York State Commissioner of Taxation and Finance to assess and determine State Sales and Use taxes due as a result of this violation, together with any relevant penalties and interest due on such amounts. This provision shall survive the expiration or termination of this Agreement.

Section 2.10 Aggregate Sales and Use Tax Exemption. CONTRACTOR agrees that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to \$544,000, and therefore, the value of New York State and local sales and use tax exemption authorized and approved by the SLCIDA-LDC, subject to the terms thereof, cannot under any circumstances exceed \$43,520. Benefits taken or purported to be taken by the CONTRACTOR or its Authorized Agents which are in excess of this amount shall be subject to the recovery provisions outlined in Section 2.11 herein.

Section 2.11 Expiration. The Agent Status created by this Agreement is limited to the Project and will expire on December 31, 2014. CONTRACTOR may apply in writing to extend this agency authority by showing good cause. Benefits taken or purported to be taken by the CONTRACTOR or its Authorized Agents after this date shall be subject to the recovery provisions outlined in Section 2.9 herein.

Section 2.12 Disclosure. Pursuant to GML §875(7) this Agreement and related project documents shall be made available on the Internet and copies of same shall also be provided, without charge to any person who asks for it in writing or in person. Any information exempted from disclosure under Article 6 of the Public Officers Law, will be deleted.

Section 2.13 Execution of Counterparts. This 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 2.14 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 SLCIDA-LDC:

St. Lawrence County  
Industrial Development Agency  
19 Commerce Lane, Suite 1  
Canton, New York 13617  
Attn: Patrick J. Kelly, Chief Executive Officer

With a copy to:


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

To the CONTRACTOR:


Acts II Construction, Inc.  
658 US Highway 11  
Gouverneur, New York 13642  
Attn: Daniel W. Burrirt, President

IN WITNESS WHEREOF, the SLCIDA-LDC and CONTRACTOR 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.

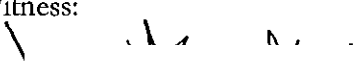
For: St. Lawrence County Industrial  
Development Agency Local Development  
Corporation:

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

For: Acts II Construction, Inc.

By:   
Name: Daniel W. Burrirt  
Title: President

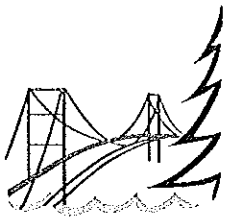
Witness:

By:   
Name: Natani Sweetland

Witness:

By:   
Name: Matthew Constance





# ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Ernest J. LaBaff Industrial Building ~ 19 Commerce Lane, Suite 1 ~ Canton, New York 13617  
Phone: (315) 379-9806 / TDD: 711 ~ Fax: (315) 386-2573 ~ www.SLCIDA.com

## 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

July 7, 2014

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

Re: IDA Appointment of Project Operator or Agent  
St. Lawrence County IDA Local Development Corporation  
Acts II Construction  
IDA Project Number: 14-CIP-02

Dear Sir or Madam:

Enclosed for filing, please find Forms ST-60 as follows:

- Appointing St. Lawrence County IDA Local Development Corporation as **Primary** agent, and
- Appointing Acts II Construction.

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

Sincerely,

ST. LAWRENCE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Natalie A. Sweatland

Enclosures: 1

CC: File



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

# ST-60

(4/13)

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

**For IDA use only**

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 14-CIP-02	
Street address 19 Commerce Lane, Suite 1		Telephone number (315) 379-9806	
City Canton		State NY	ZIP code 13617
Name of IDA project operator or agent Acts II Construction	Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number 16- 6	
Street address 658 US Highway 11		Telephone number (315) 287-3377	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City Gouverneur		State NY	ZIP code 13642
Name of project Canton Park Expansion Project		Purpose of project (see instructions) Construction	
Street address of project site Commerce Lane			
City Canton		State NY	ZIP code 13617
Description of goods and services intended to be exempted from New York State and local sales and use taxes purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction of a road and extension of utilities in the Canton Industrial Park, Village of Canton, New York			
Date project operator or agent appointed (mm/dd/yy) 06/26/14	Date project operator or agent status ends (mm/dd/yy) 12/31/14	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$544,000		Estimated value of New York State and local sales and use tax exemption provided: \$43,520	
<b>Certification:</b> 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 Patrick J. Kelly		Print title Chief Executive Officer	
Signature		Date 07/07/2014	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 amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

### Purpose of project

For Purpose of project, enter one of the following:

- Services
- 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

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C).

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

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

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

This information is maintained by the Manager of Document Management, NYS Tax Department, 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

To order forms and publications: (518) 457-5431



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



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

# ST-60

(4/13)

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

**For IDA use only**

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 14-CIP-02	
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City Canton		State NY	ZIP code 13617
Name of IDA project operator or agent St. Lawrence Co. IDA Local Development Corp.	Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number 22- 8	
Street address 19 Commerce Lane, Suite 1		Telephone number ( 315 ) 379-9806	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Canton		State NY	ZIP code 13617
Name of project Canton Park Expansion Project		Purpose of project (see instructions) Construction	
Street address of project site Commerce Lane			
City Canton		State NY	ZIP code 13617
Description of goods and services intended to be exempted from New York State and local sales and use taxes purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction of a road and extension of utilities in the Canton Industrial Park, Village of Canton, New York			
Date project operator or agent appointed (mm/dd/yy) 06/26/14	Date project operator or agent status ends (mm/dd/yy) 12/31/14	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$544,000		Estimated value of New York State and local sales and use tax exemption provided: \$43,520	
<b>Certification:</b> 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 Patrick J. Kelly		Print title Chief Executive Officer	
Signature		Date 07/07/2014	Telephone number ( 315 ) 379-9806

## Instructions

### Filing requirements

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### 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**

### Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

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

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

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

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

### Need help?

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

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

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