

**GREATER GLENS FALLS
LOCAL DEVELOPMENT CORPORATION
CFO FINANCIAL REPORT
AND
SUPPLEMENTARY INFORMATION
FOUR MONTHS ENDED APRIL 30, 2019**

Greater Glens Falls Local Development Corporation

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Greater Glens Falls Local Development Corporation

Statement of Net Assets April 30, 2019

Assets

Current assets:

Cash - unrestricted	\$ 2,532
Cash - restricted	271,633
Grants receivable	-
Escrow funds receivable	-
Prepaid expenses	3,997
Total current assets	<u>278,162</u>

Property and Improvements:

Tech Meadows campus	393,311
Tech Meadows Infrastructure	1,027,853
Incubator property	329,961
45 South Street	259,943
Total property and improvements	<u>2,011,068</u>

Loans and interest receivable	<u>210,182</u>
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Total assets	<u>\$ 2,499,412</u>
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Liabilities and Net Assets

Current liabilities:

Due to GFIDA	\$ 63,602
Deferred revenue	19,288
Accounts payable	2,217
Total current liabilities	<u>85,107</u>

Long term liabilities:

Loan payable - USDA	<u>168,637</u>
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Net assets:

Unrestricted	1,974,035
Temporarily restricted	271,633
Total net assets	<u>2,245,668</u>

Total liabilities and net assets	<u>\$ 2,499,412</u>
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Greater Glens Falls Local Development Corporation

Statement of Revenue, Expenses and Changes in Net Assets For the Four Months Ended April 30, 2019

Operating revenues:	
Interest on loans	\$ 1,906
Grant revenue	-
Late fees and returned check fees	-
Administrative fees	-
City of GF - NYSDRI	-
Loan fees	-
Transfer from IDA	-
Total operating revenue	<u>1,906</u>
Other revenue:	
Interest income	34
Total operating and other revenue	<u>1,940</u>
Operating expenses:	
Accounting fees	2,120
Audit fees	-
Advertising / marketing	220
Appraisal fees	-
Attorneys	1,958
City of Glens Falls - Neighborhood Improvements	-
Community Foundation	-
Consulting, grant development, engineering	8,171
Downtown façade assistance program	-
Downtown Revitalization Initiative	-
Dues & subscriptions	-
Incubator	3,035
Insurance	11,153
Interest	-
Miscellaneous	229
Downtown parking structure	-
EDC contract expense	-
Payroll	4,122
Total operating expenses	<u>31,008</u>
Other expenses:	
Tech Meadows interest expense	-
Tech Meadows Taxes	1,676
USDA Interest	-
Total operating and other expenses	<u>32,684</u>
Change in net assets	(30,744)
Net assets, beginning	<u>2,276,412</u>
Net assets, ending	<u>\$ 2,245,668</u>

Supplementary Information

Greater Glens Falls Local Development Corporation

**Schedule of Loan Details
April 30, 2019**

Loans	Original Note	Loan Date	Maturity Date	Total Payments Through Maturity	Principal Paid to Date	Interest Paid to Date	Interest Rate	Monthly Payment	Payment Due Date	Balance Due at April 30, 2019	Fund	Balance by Program	Status/ Notes
Joseph Girard	10,000	3/26/14	3/26/19	11,254	10,000	1,254	4.75%	188	26th	-	PI	\$ -	Paid In Full
The Bulpen	150,000	5/13/14	5/13/21	184,776	64,917	27,875	4.75%	1,573	13th	85,083	USDA	\$ 85,083	Current
13 Chester Street, LLC	75,000	8/29/15	5/28/25	95,080	23,954	11,737	5.50%	811	28th	51,046	MISC	\$ 51,046	Current
Rudinski, Hal Arch.	30,000	9/19/15	8/19/22	36,587	14,693	5,026	6.00%	438	19th	15,307	PI	\$ 15,307	1 Month Ahead
Hank's Flooring	33,000	10/16/17	10/16/27	42,144	2,162	2,275	5.00%	261	16th	30,838	USDA & PI	\$ 30,838	1 Month Ahead
Samantha's	29,000	5/22/18	5/22/25	33,236	1,092	788	5.00%	410	22nd	27,908	USDA & PI	\$ 27,908	Current
Total Loans Receivable	327,000			403,057	116,818	48,955		\$ 3,681		\$ 210,182		\$ 210,182	

Greater Glens Falls Local Development Corporation

Actual to Budget Comparison For the Four Months Ended April 30, 2019

	Budget 2019	Actual YTD 2019	Committed 2019	Total Actual and Committed 2019	(Under)/Over Budget
<u>Operating Revenue</u>					
EDA Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Loan fees	500	-	-	-	(500)
Loan interest	10,000	1,906	-	1,906	(8,094)
Late fees	-	-	-	-	-
Administrative fees	-	-	-	-	-
City of GF - NYSDRI	-	-	-	-	-
Grant revenue	-	-	-	-	-
Local façade income	-	-	-	-	-
Transfer from CDC	-	-	-	-	-
Sale of Tech Meadow lots	100,000	-	-	-	(100,000)
Total revenue	<u>110,500</u>	<u>1,906</u>	<u>-</u>	<u>1,906</u>	<u>(108,594)</u>
<u>Non-Operating Revenue and Other Sources</u>					
Interest income	2,500	34	-	34	(2,466)
Miscellaneous	-	-	-	-	-
Total non-operating revenue and other sources	<u>2,500</u>	<u>34</u>	<u>-</u>	<u>34</u>	<u>(2,466)</u>
Total revenue and other sources	<u>113,000</u>	<u>1,940</u>	<u>-</u>	<u>1,940</u>	<u>(111,060)</u>
<u>Operating Expenses</u>					
Accounting fees	7,000	2,120	-	2,120	(4,880)
Audit fees	9,500	-	-	-	(9,500)
Advertising / marketing	5,000	220	-	220	(4,780)
Appraisal fees	10,000	-	-	-	(10,000)
Attorneys	6,000	1,958	-	1,958	(4,042)
City of Glens Falls - Neighborhood Improvements	-	-	-	-	-
Community Foundation	-	-	-	-	-
Consulting, grant development, engineering	10,000	8,171	-	8,171	(1,829)
Downtown façade assistance program	13,000	-	-	-	(13,000)
Downtown Revitalization Initiative	-	-	-	-	-
Dues & subscriptions	-	-	-	-	-
Incubator (including insurance)	6,600	3,035	-	3,035	(3,565)
Insurance	11,561	11,153	-	11,153	(408)
Interest	-	-	-	-	-
Miscellaneous	1,000	229	-	229	(771)
EDC contract expense	8,500	-	-	-	(8,500)
Payroll	10,000	4,122	-	4,122	(5,878)
Total operating expenses	<u>98,161</u>	<u>31,008</u>	<u>-</u>	<u>31,008</u>	<u>(67,153)</u>
<u>Other Expenses</u>					
Tech Meadows interest expense	-	-	-	-	-
Tech Meadows taxes	1,823	1,676	-	1,676	(147)
USDA Interest	8,000	-	-	-	(8,000)
Total operating and other expenses	<u>107,984</u>	<u>32,684</u>	<u>-</u>	<u>32,684</u>	<u>(75,153)</u>
Changes in Net Assets	<u>\$ 5,016</u>	<u>\$ (30,744)</u>	<u>\$ -</u>	<u>\$ (30,744)</u>	
Cash from Incubator Account		<u>3,035</u>		<u>3,035</u>	
Net change in non-incubator assets		<u>(27,709)</u>		<u>(27,709)</u>	

Greater Glens Falls Local Development Corporation

Selected Information
April 30, 2019

1. SUPPLEMENTAL INFORMATION

Revenue

Greater Glens Falls Local Development Corporation recognizes revenue on the accrual basis. Revenue from cash balances and grant funds are recognized when available.

Tech Meadows

Tech Meadows represents a parcel of land in Glens Falls, NY owned by the Greater Glens Falls Local Development Corporation. Costs to develop this land are capitalized as incurred.

2. LOANS RECEIVABLE

Loans receivable represents principal balances due in the future. All loans were current as of April 30, 2019, with two loans paid 1 month ahead of schedule. One loan was paid in full during 2019.

Greater Glens Falls Local Development Corporation

Selected Information
April 30, 2019

3. CASH AND CASH EQUIVALENTS

Cash balances are comprised of several checking, money market, and certificate of deposit accounts held by two local banks. Cash balances are divided between eight pools of funds: Program Income, Local Money, ARBI, Tech Meadows, GGF EDA, GGF Local Facade Escrow, USDA Relending and Miscellaneous. Program Income and miscellaneous funds have attached varying requirements to receive loans. A breakdown of these funds' current commitments (within one year) and available balances are as follows:

ARBI account	\$	74,983
Miscellaneous Account		
No commitments at this time		2,532
USDA Relending Account		103,098
USDA Relending Reserve		10,738
Warren Street BOA		1,149
Downtown Revitalization Fund		56,749
Personnel Account		1,982
Program Income Account		22,934
Total		<u>274,165</u>
Future Commitments		
ARBI Account		
Incubator		(74,983)
USDA Relending Account		(103,098)
USDA Relending Reserve		(10,738)
Warren Street BOA		(1,149)
Downtown Revitalization Fund		(56,749)
Personnel Account		(1,982)
Program Income Account		
Loans related to jobs		(22,934)
		<u>(271,633)</u>
 Total available funds	\$	 <u>2,532</u>

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT (hereinafter, the "Agreement") dated April 24, 2017 (effective date January 1, 2019) is entered into by and between the ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, a not-for-profit local development corporation existing under the laws of the State of New York with offices at 333 Glens Street, suite 102, First Floor, Travelers Building, Glens Falls, New York 12801 (the "Corporation") and the GLENS FALLS, NEW YORK INDUSTRIAL DEVELOPMENT AGENCY ("Glens Falls IDA and GREATER GLENS FALLS LOCAL DEVELOPMENT CORPORATION ("Glens falls LDC"), not for profit corporations of the State of New York with offices at 42 Ridge Street, Glens Falls, New York 12801

WITNESSETH:

WHEREAS, pursuant to a Certificate of Incorporation filed on November 19, 1992, as amended, and pursuant to Sections 402 and 1411 of the Not-For-Profit Corporation Law (14-PCL"), the Corporation was duly organized and exists as a not-for-profit local development corporation with purposes that include developing and promoting industry and economic development in the Warren County region including: marketing the County and its municipalities to prospective new businesses, providing a support system of economic development resources to businesses; assisting new and existing firms access to economic development financing programs; and serving as the economic development one stop for the Glens Falls IDA and Glens Falls Local Development Corporation; EDC tasked with advancing job opportunities, retaining jobs and creating new job, promoting general prosperity and economic welfare of the residents of Warren County and to improve their standard of living; and

WHEREAS, the Glens Falls IDA and Glens Falls Local Development Corporation desire to engage the Corporation to provide certain economic development services for the general welfare of the City and its residents, and in furtherance of same, the Glens Falls IDA and Glens Falls Local Development Corporation and the Corporation desire to enter into this Agreement to formalize (i) the engagement of the Corporation by the Glens Falls IDA and Glens Falls Local Development Corporation to provide economic development services, along with the term thereof, (ii) the scope of services (the "Scope of Services", as further defined herein) to be provided by the Corporation to the Glens Falls IDA and Glens Falls Local Development Corporation, (iii) and the amount of consideration to be paid by the Glens Falls IDA and Glens Falls Local Development Corporation to the Corporation in consideration for the Scope of Services, and (iv) related agreements and understandings by and among the Glens Falls IDA and Glens Falls Local Development Corporation and the Corporation.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and the mutual benefits accruing to each of the parties hereto, and pursuant to the appropriate sections of the laws of the State of New York, the parties hereto do agree and covenant as follows:

ARTICLE I
REPRESENTATIONS AND COVENANTS

Section 1.1. Representations and Covenants of the Glens Falls IDA and Glens Falls Local Development Corporation. The Glens Falls IDA and Glens Falls Local Development Corporation make the following representations and covenants as the basis for the undertakings on its part herein contained:

The Glens Falls Local Development Corporation is a not for profit corporations of the State with purposes and powers sufficient to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder while the “Glens Falls IDA is a corporate governmental entity constituting a public benefit corporation created by NYS Legislature “(GML Article 18-A Title 2 923-B) . The Glens Falls IDA and Glens Falls Local Development Corporation have been *duly* authorized to execute and deliver this Agreement. The Glens Falls IDA and Glens Falls Local Development Corporation have authorized the engagement of this Corporation as set forth within this Agreement and has the power to designate Corporation as its agent to undertake the Scope of Services, all for the purpose of assisting the Glens Falls IDA and Glens Falls Local Development Corporation in promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the City and improving their standard of living.

Section 1.2. Representations and Covenants of Corporation. Corporation makes the following representations and covenants as the basis for the undertakings on its part herein contained:

Corporation is a domestic, not-for-profit local development corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the authority to enter into and provide the Scope of Services set forth within this Agreement, and has duly authorized the execution and delivery of this Agreement.

ARTICLE II
ENGAGEMENT FOR ECONOMIC DEVELOPMENT SERVICES AND ANNUAL FEE PROVISIONS

Section 2.1., Engagement of Corporation by Glens Falls IDA and Glens Falls Local Development Corporation. The Glens Falls IDA and Glens Falls Local Development Corporation hereby engages Corporation and appoints Corporation as agent of the Glens Falls IDA and Glens Falls Local Development Corporation to provide the Scope of Services as set forth within exhibit A attached hereto.

Section 2.2. Term of Engagement: Termination. The term of the within engagement of Corporation by the Glens Falls IDA and Glens Falls Local Development Corporation to provide the Scope of Services shall commence as of January 1, 2019 and run through December 31, 2019 (the "Term"). The parties hereto may terminate this Agreement upon sixty (60) days written notice in accordance with the terms hereof. On or before September 30, 2017, the parties hereto shall confirm in writing their mutual desire to extend the Term hereof through written addendum hereto or a replacement agreement, with such extension or replacement subject to the authorization by the respective boards of the of the Glens Falls IDA and Glens Falls Local Development Corporation and the Corporation.

Section 23, Annual Service Fee. In exchange for the Scope of Services to be provided by Corporation to the Glens Falls IDA and Glens Falls Local Development Corporation; Glens Falls IDA shall pay the corporation \$9,000 annually and Glens Falls Local Development Corporation shall pay Corporation a base annual administrative fee ("Administrative Fee") of Seventy five Hundred Dollars (\$7,500) for an aggregate total of sixteen thousand five hundred dollars (\$16,500.00). Payments shall be made by the individual organization (Glens Falls IDA and Glens Falls Local Development Corporation respectively) in four (4) equal installments of \$1,875.00 on April 1, 2019, July 1, 2019, September 1, 2019 and December 1, 2019 for an aggregate amount of \$15,000.

Section 2.4. No Indemnity for Corporation Costs. The parties hereto mutually agree that the Annual Service Fees to be paid hereunder, as defined within Section 23, above, shall be the exclusive remuneration of Corporation for the Scope of Services to be provided to the Glens Falls IDA and Glens Falls Local Development Corporation herein and that any and all costs incurred by Corporation in furtherance of providing said Scope of Services shall be exclusively borne by Corporation without further reimbursement or remittance by the Glens Falls IDA and Glens Falls Local Development Corporation.

Section 2.5. Independent contract for Services. The parties hereto mutually agree that the Scope of Services to be provided herein by Corporation to the Glens Falls IDA and Glens Falls Local Development Corporation shall in no way represent any employment relationship between the Glens Falls IDA and Glens Falls Local Development Corporation and any employee of Corporation. Corporation shall be exclusively responsible for all employee insurance, benefits, costs and other liabilities associated with the employment of Corporation staff and personnel. Corporation will ensure that none of Corporation's employees will hold, himself or herself out as, or claim to be, an officer or employee of the Glens Falls IDA and Glens Falls Local Development Corporation by reason of this Agreement, and that unless otherwise agreed in writing by the Glens Falls IDA and Glens Falls Local Development Corporation, no employee of Corporation will make any claim, demand or application for any right or privilege applicable to an officer or employee of the Glens Falls IDA and Glens Falls Local Development Corporation, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement system membership or credit.

Section 2.6 Glens Falls IDA and Glens Falls Local Development Corporation Affiliate Project Fee Allocation. In addition to the annual payments of Administrative Fee by the Glens Falls IDA and Glens Falls Local Development Corporation to Corporation as set forth within Section 23, above, the Glens Falls IDA and Glens Falls Local Development Corporation, affiliates such as the Glens Falls Civic Development Corporation, in their discretion, may from time to time pay to Corporation, at the request of Corporation, additional administrative fees based upon increased time spent on Glens Falls IDA and Glens Falls Local Development Corporation or affiliate projects and activities. Said additional administrative fees shall be paid by the Glens Falls IDA and Glens Falls Local Development Corporation Affiliates to Corporation upon terms and conditions as the Glens Falls IDA and Glens Falls Local Development Corporation Affiliates And Corporation may mutually agree from time to time.

ARTICLE III
CORPORATION STAFF TO SERVE GLENS FALLS IDA AND GLENS FALLS LOCAL DEVELOPMENT CORPORATION AND CO-LOCATION OF GLENS FALLS IDA AND GLENS FALLS LOCAL DEVELOPMENT CORPORATION STAFF IN CORPORATION OFFICES

Section 3.1. Corporation Staff Providing Services.

The Corporation shall devote sufficient staff and resources to the Scope of Services. The Corporation shall provide the Glens Falls IDA and Glens Falls Local Development Corporation with notice of changes to named Corporation staff providing services hereunder.

ARTICLE IV
INSURANCE REQUIREMENTS

Section 4.1. Insurance Required. At all times throughout the Term, the Glens Falls IDA and Glens Falls Local Development Corporation and Corporation shall 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 paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) **Casualty Insurance;** Corporation and Glens Falls IDA and Glens Falls Local Development Corporation Property. Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Corporation Offices (as identified above), and the Glens Falls IDA and Glens Falls Local Development Corporation shall insure the Corporation's Offices and contents thereof with such additional property loss insurance to cover property of the Glens Falls IDA and Glens Falls Local Development Corporation located within such offices (with minimum coverage of \$50,000).

(b) **Workers' compensation insurance, disability benefits insurance and each other form of insurance** which Corporation is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Corporation who are located at or assigned to the Corporation Offices and providing the Scope of Services, The Glens Falls IDA and Glens Falls Local Development Corporation shall provide Workers' compensation insurance, disability benefits insurance and each other form of insurance which Glens Falls IDA and Glens Falls Local Development Corporation is required by law to provide, covering loss resulting from injury, sickness, disability or death of the Glens Falls IDA and Glens Falls Local Development Corporation Employee.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Corporation hereunder) and arising from personal injury and death; or damage to the property of others caused by any accident or occurrence in connection with the provision of the Scope of Services, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Corporation by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting Corporation against any loss or liability or damage for personal injury or property damage. The Glens Falls IDA and Glens Falls Local Development Corporation shall also secure insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Glens Falls IDA and Glens Falls Local Development Corporation hereunder) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence in connection with the Glens Falls IDA and Glens Falls Local Development Corporation Employee's co-location and presence in the Corporation Offices.

Section 4.2. Additional Provisions Respecting Insurance. All insurance required by Section 42 hereof shall name the Corporation and Glens Falls IDA and Glens Falls Local Development Corporation as a named insured and/or as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Corporation and authorized to write such insurance in the State. 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 Corporation is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of Corporation and the Glens Falls IDA and Glens Falls Local Development Corporation as their respective interests may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to Corporation and the Glens Falls IDA and Glens Falls Local Development Corporation.

Section 4.3. Directors and Officers Liability insurance

The Glens Falls IDA and Glens Falls Local Development Corporation and Corporation shall each procure, or cause to be procured for their respective benefits, and maintain directors' and officers' liability coverage with minimum coverage limits of \$1,000,000.

Section 4.4. Insurance Certificates. All such certificates of insurance of the Insurers that such insurance is in force and effect, shall be deposited with the Corporation and Glens Falls IDA and Glens Falls Local Development Corporation on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the parties shall provide each other with evidence that the policies have been renewed or replaced or is no longer required by this Agreement.

ARTICLE V SPECIAL COVENANTS

Section 5.1. Hold Harmless Provisions. Corporation hereby releases the Glens Falls IDA and Glens Falls Local Development Corporation from, agrees that the Glens Falls IDA and Glens Falls Local Development Corporation shall not be liable for, and agrees to indemnify, defend and hold the Glens Falls IDA and Glens Falls Local Development Corporation and its Officers, members, directors, agents (other than employees and agents of Corporation providing the Scope of Services) and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all (1) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever

pertaining to the Scope of Services or (ii) liability arising from or expense incurred by the Glens Falls IDA and Glens Falls Local Development Corporation in connection with *this* Agreement, 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. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Glens Falls IDA and Glens Falls Local Development Corporation, or any of its respective members, directors, officers, agents (other than employees and agents of Corporation providing the Scope of Services) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; *except, however, that, such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.* The Glens Falls IDA and Glens Falls Local Development Corporation hereby releases the Corporation from, agrees that the Corporation shall not be liable for, and agrees to indemnify, defend and hold the Corporation and its officers, members, directors, agents and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all (1) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Glens Falls IDA and Glens Falls Local Development Corporation Employee's co-location in the Corporation's Offices or (ii) liability arising from or expense incurred by the Corporation in connection with the Glens Falls IDA and Glens Falls Local Development Corporation Employee's co-location in the Corporation's Offices, 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. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Corporation, or any of its respective 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; *except, however, that, such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.*

Section 5.2. Right to Inspect Records. The Glens Falls IDA and Glens Falls Local Development Corporation and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to inspect the Corporation offices and all Glens Falls IDA and Glens Falls Local Development Corporation personal property and documentation (electronic or otherwise) maintained in the Corporation Offices. The Glens Falls IDA and Glens Falls Local Development Corporation shall honor and comply with any restricted access policy of the Corporation relating to the Corporation Offices.

Section 5.3. Agreement to Provide Information. The Corporation agrees, whenever requested by the Glens Falls IDA and Glens Falls Local Development Corporation, to provide and certify or cause to be provided and certified, without delay, such information concerning Corporation, Corporation's accounts and records, Corporation employment records and statistics related thereto, the Scope of Services and other topics necessary to enable the Glens Falls IDA and Glens Falls Local Development Corporation to make any report required by law or governmental regulation or as otherwise reasonably requested by the Glens Falls IDA and Glens Falls Local Development Corporation.

Section 5.4. Books of Record and Account Financial Statements; Compliance with Applicable Laws. Corporation 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 business and affairs' of Corporation relating to the Scope of Services. The Corporation is in full compliance pursuant to the Public Authorities Accountability Act of 2005 ("PALO.") and Public Authority Reform Act of 2009 ("PARA"). In addition, and as a component of undertaking PAAA and PARA compliance, the Corporation has undertaken

By-law revisions to allow the Mayor of the Glens Falls IDA and Glens Falls Local Development Corporation to serve as a voting director on the Board of Directors of the Corporation, ex officio, as well as the Chairman of the Board of Supervisors of the County of Warren and the Supervisor of the Town of Queensbury (collectively, such ex officio Corporation board seats being referred to as the "Municipal Directors"). The Municipal Directors are empowered under the amended By-laws of the Corporation to appoint a designee to serve as a Municipal Director.

Section 5.5. Compliance With Orders, Ordinances, Etc. (a) Corporation agrees that it will, throughout the term of this Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Scope of Services or any part thereof or to any use, manner of use or condition of the Scope of Services or any part thereof

(b) Notwithstanding the provisions of subsection (a) of this Section 5.5, Corporation may in good faith contest the validity of the applicability of any requirement of the nature referred to in such subsection (a). In such event, Corporation may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal there from. Corporation will endeavor to give notice of the foregoing to the Glens Falls IDA and Glens Falls Local Development Corporation but failure to do so shall not be a breach of this Agreement

Section 5.6. Discharge of Liens and Encumbrances. (a) Corporation shall not permit or create or suffer to be permitted or created any lien upon the property of the Glens Falls IDA and Glens Falls Local Development Corporation 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 Scope of Services or any part thereof except any liens existing on the date hereof

(b) Notwithstanding the provisions of subsection (a) of this Section 5.6, Corporation may in good faith contest any such lien. In such event, Corporation, with prior written notice to the Glens Falls IDA and Glens Falls Local Development Corporation, may permit the items so contested to remain un discharged and unsatisfied during the period of such contest and any appeal there from, unless the Glens Falls IDA and Glens Falls Local Development Corporation shall notify Corporation to promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Glens Falls IDA and Glens Falls Local Development Corporation, thereby causing said lien to be removed.

Section 5.7. Assignment. This Agreement may not be assigned in whole or in part without the written approval of the Glens Falls IDA and Glens Falls Local Development Corporation.

ARTICLE VI
DEFAULT

Section 6.1. Events of Default Defined. Failure by Corporation to timely perform the Scope of Services and failure by the Glens Falls IDA and Glens Falls Local Development Corporation to timely pay the Administrative Fees hereunder shall each be an "Event of Default" under this Agreement. If there is any failure by the Corporation to observe or perform any other covenant, condition or agreement required by this Agreement to be observed or Performed and such failure shall have continued for a period of thirty (30) days after the Glens Falls IDA and Glens Falls Local Development Corporation gives written notice to Corporation specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, Corporation's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence, Notwithstanding the provisions above, if by reason of force majeure either party hereto shall be unable in whole or in part to carry out its obligations under this Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof.

Section 6.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Glens Falls IDA and Glens Falls Local Development Corporation may declare, by written notice to the Corporation, to be immediately due and payable, whereupon the same shall become immediately due and payable, all unearned Administrative Fees (pro-rated by date of said termination). Upon termination of this Agreement, the Glens Falls IDA and Glens Falls Local Development Corporation may recover all Glens Falls IDA and Glens Falls Local Development Corporation personal property, documents and materials from the Corporation offices.

ARTICLE VII
EARLY, TERMINATION OF AGREEMENT

Section 7.L Early Termination of Agreement. Corporation shall have the option at any time to terminate this Agreement upon filing with the Glens Falls IDA and Glens Falls Local Development Corporation a certificate signed by an authorized representative of the Corporation stating the Corporation's intention to do so at least six (6) months before the end of the Term hereof. The Glens Falls IDA and Glens Falls Local Development Corporation shall have the option at any time to terminate this Agreement and to demand immediate payment in full of unearned Administrative Fees upon written notice to Corporation of the occurrence of an Event of Default hereunder,

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

**To the Corporation: Economic Development Corporation Warren County
333 Glens Street, Suite 102, First Floor, Travelers Building
Glens Falls, New York 12801
Attn: President/CEO Chairman**

To the Glens Falls IDA and Glens Falls Local Development Corporation:

**42 Ridge Street
Glens Falls, New York 12801
Attn: Chair of Glens Falls IDA Judy Calogero
Chair of Glens Falls Local Development Corporation
Daniel L. Hall**

Or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered.

Section S.Z. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Glens Falls IDA and Glens Falls Local Development Corporation, the Corporation and their respective successors and assigns.

Section 83. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 8.5. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument,

Section 8.6. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein,

Section 8.7. No Joint Venture Created. The Glens Falls IDA and Glens Falls Local Development Corporation and Corporation mutually agree that by entering into this Agreement the parties hereto are not entering into a joint venture.

[The Balance of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Glens Falls IDA and Glens Falls Local Development Corporation and the Corporation have caused this Agreement to be executed in their respective names, all as of the date first above written,

By _____

GLENS FALLS INDUSTRIAL DEVELOPMENT AGENCY

Chair Judith Calogero

By _____

GREATER GLENS FALLS LOCAL DEVELOPMENT CORPORATION

Chair Daniel L. Hall

**ECONOMIC DEVELOPMENT CORPORATION
WARREN COUNTY**

By _____
President/CEO Edward Bartholomew

**EXHIBIT A
SCOPE OF SERVICES**

The Scope of Services to be provided by the Corporation to the Glens Falls IDA and Glens Falls Local Development Corporation shall generally include:

- A. Encourage the development or retention of businesses including retail, commercial, mixed use, manufacturing and industry within the City;**
- B. Promote an increase in retail, commercial and industrial tax base within the City;**
- C. Attract new business including retail, commercial and industry to the City and assist such in finding appropriate sites and/or buildings and funding sources;**
- D. Work with other regional entities (local, regional, statewide) such as the Adirondack Gateway Council, Center for Economic Growth, Capital Region Economic Development Council, Business Council of New York, and County of Warren to increase the efficiency and effectiveness of economic development for the City and County;**
- E. Provide information to the Glens Falls IDA and Glens Falls Local Development Corporation , by and through EDC, to encourage the growth of business in the City, including expansion of existing business and attracting new business;**
- F. Provide information to the business community in the City by exchanging information and technology for mutual benefit;**
- G. Furnish and provide information to federal, state and local authorities regarding the needs of the local business and municipal communities and acting as liaison between the various levels of government and local business community;**
- H. Assist in the definition and creation of quality employment opportunities within the City and region; and**
- L. Promote, market, publicize and facilitate economic development opportunities within the City and Warren County.**

In furtherance of the foregoing, the Corporation will deliver services in support of economic growth & development during the Term of the primarily in the following areas:

Formulating, implementing and coordinating business retention and attraction strategies,

Serve as the chief strategist and advocate for regional economic development initiatives including job creation and retention; industrial and business development; workforce development, local, state federal incentive/financing programs,

Facilitate cooperation and coordination among other economic development entities with the County of Warren, such as the other City Affiliates, the Counties of Warren and Washington County IDA, Warren County LDC, Adirondack Gateway Council (activities HUD, EPA, CFA), Warren County Planning, Adirondack Glens Falls Transportation Council, Greater Glens Falls Transit System, SUNY Adirondack, Workforce Job Development activities (including EPA), Center For Economic Growth, Business Council of New York, Capital Region Economic Development Council, Business Improvement

District (including Glens Falls and others), Adirondack Region Chamber of Commerce and other area Chambers of Commerce;

Work, coordinate with local officials, area local, state and federal legislators, state and federal agencies concerning legislative matters, funding opportunities;

Identify key economic private/public development Initiatives throughout City/County, including CFA, federal process and other funding opportunities;

Participate and assist with economic development initiatives within City including Downtown Development retention and recruitment, marketing and communications for overall economic development plan, and working with area stakeholder holders in developing new economic development initiatives and assisting with funding opportunities and applications ; and

Provide a report to the respective boards (Glens Falls IDA and Glens Falls Local Development Corporation) on a regular basis.