

Frank S. Venezia
Chair
Victoria Storrs
Vice Chair
Tim McCann
Secretary
Richard Kotlow
Assistant Secretary
Tim Maniccia
Member
David Kidera
Member
Catherine M. Hedgeman, Esq.
Member

TOWN OF BETHLEHEM
Albany County - New York
INDUSTRIAL DEVELOPMENT AGENCY

445 DELAWARE AVENUE
DELMAR, NEW YORK 12054
Telephone: (518) 439-4955
Email: info@bethlehemida.com
www.bethlehemida.com

Regular Meeting Agenda
Friday, November 20, 2020
8:00 AM
Town Hall Auditorium

Thomas P. Connolly
Executive Director,
Assistant Secretary and
Agency Counsel
518-573-2200

Allen F. Maikels
Treasurer, Chief Financial Officer
and Contracting Officer
518-487-4679

Vacant
Economic Development
Coordinator

Robin Nagengast
Assistant to the Executive Director
and Clerk
Ext. 1164

I. Notice

Due to the Novel Coronavirus (COVID-19) the Board will not be meeting in-person. The meeting is being held electronically via video conference and a transcript will be provided at a later date. Members of the public may view and listen to the meeting live by visiting the Town's Website/Meeting Portal. An Executive Order (202.1) issued by Governor Cuomo on 3/12/2020 suspended the Open Meetings Law. Members of the public may listen to and view the meetings live by visiting www.townofbethlehem.org, click the Meetings button found on left side of webpage and select the appropriate board from the dropdown. Agendas, minutes, and videos are available at this same link. Please check the Town website for updates.

II. Call to Order/Roll Call/Quorum Approval

III. Minutes Approval

Bethlehem Industrial Development Agency - Regular Meeting - Oct 23, 2020 8:00 AM

IV. Reports of Committees

None

V. Communications

None

VI. Old Business

1. Report of ED Coordinator (Leslie)
2. Planning Board Update (Leslie)

VII. New Business

1. Financial Statements 10/31/20 (Maikels)
2. BIDA COVID-19 Grant Program Committee Recommendations of Grants (Kotlow)
 - a. None

Meeting of Friday, November 20, 2020

3. 2021 Administrative Services Contract/Resolution (Connolly)
4. Monolith Update (Connolly/Scott)

VIII. Future Meetings

Regular Meeting - Friday, December 18, 2020 8:00 a.m. Remote

IX. Adjournment

Adjourn

Frank S. Venezia
Chair
Victoria Storrs
Vice Chair
Tim McCann
Secretary
Richard Kotlow
Assistant Secretary
Tim Maniccia
Member
David Kidera
Member
Catherine M. Hedgeman, Esq.
Member

TOWN OF BETHLEHEM
Albany County - New York
INDUSTRIAL DEVELOPMENT AGENCY

445 DELAWARE AVENUE
 DELMAR, NEW YORK 12054
 Telephone: (518) 439-4955
 Email: info@bethlehemida.com
www.bethlehemida.com

Regular Meeting Minutes
Friday, October 23, 2020
8:00 AM
Town Hall Auditorium

Thomas P. Connolly
*Executive Director,
 Assistant Secretary and
 Agency Counsel*
 518-573-2200
Allen F. Maikels
*Treasurer, Chief Financial Officer
 and Contracting Officer*
 518-487-4679
Vacant
*Economic Development
 Coordinator*
 Ext. 1189
Robin Nagengast
*Assistant to the Executive Director
 and Clerk*
 Ext. 1164

I. Notice

- **DUE TO THE NOVEL CORONAVIRUS (COVID-19) THE BOARD WILL NOT BE MEETING IN-PERSON. THE MEETING IS BEING HELD ELECTRONICALLY VIA VIDEO CONFERENCE AND A TRANSCRIPT WILL BE PROVIDED AT A LATER DATE. MEMBERS OF THE PUBLIC MAY VIEW AND LISTEN TO THE MEETING LIVE BY VISITING THE TOWN'S WEBSITE/MEETING PORTAL. AN EXECUTIVE ORDER (202.1) ISSUED BY GOVERNOR CUOMO ON 3/12/2020 SUSPENDED THE OPEN MEETINGS LAW. MEMBERS OF THE PUBLIC MAY LISTEN TO AND VIEW THE MEETINGS LIVE BY VISITING WWW.TOWNOFBETHLEHEM.ORG, CLICK THE MEETINGS BUTTON FOUND ON LEFT SIDE OF WEBPAGE AND SELECT THE APPROPRIATE BOARD FROM THE DROPDOWN. AGENDAS, MINUTES, AND VIDEOS ARE AVAILABLE AT THIS SAME LINK. PLEASE CHECK THE TOWN WEBSITE FOR UPDATES.**

I. Call to Order/Roll Call/Quorum Determination

A Regular Meeting of the Bethlehem Industrial Development Agency of the Town of Bethlehem was held on the above date at the Town Hall Auditorium, 445 Delaware Avenue, Delmar, NY. The Meeting was called to order at 8:00 AM with the presence of a quorum noted.

Attendee Name	Title	Status	Arrived
Frank S. Venezia	Board Member/Chairman	Present	
Victoria Storrs	Board Member/Vice Chair	Present	
Tim McCann	Board Member/Secretary	Absent	
Richard Kotlow	Board Member/Assistant Secretary	Present	
Tim Maniccia	Board Member	Present	
David Kidera	Board Member	Present	
Catherine Hedgeman	Board Member	Present	
Thomas P. Connolly	Executive Director/Agency Counsel	Present	
Allen F. Maikels	CFO and Contracting Officer	Present	
Robin Nagengast	Assistant to the Executive Director	Present	
David VanLuven	Town Supervisor	Present	

III. Minutes Approval

1. Friday, September 25, 2020

Minutes Acceptance: Minutes of Oct 23, 2020 8:00 AM (Minutes Approval)

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Catherine Hedgeman, Board Member
SECONDER: Victoria Storrs, Board Member/Vice Chair
AYES: Venezia, Storrs, Kotlow, Maniccia, Kidera, Hedgeman
ABSENT: Tim McCann

IV. Reports of Committees

- **REPORT OF THE FINANCE COMMITTEE 10/16/20 (VENEZIA)**

The Agency reviewed the draft budget for 2021.

- **2021 BUDGET RESOLUTION (VENEZIA)**

Upon motion by Mr. Kotlow, seconded by Ms. Hedgeman, with all members present in approval, the Agency adopted the 2021 budget.

RESULT: APPROVED [5 TO 0]
MOVER: Richard Kotlow, Board Member/Assistant Secretary
SECONDER: Catherine Hedgeman, Board Member
AYES: Storrs, Kotlow, Maniccia, Kidera, Hedgeman
ABSENT: Tim McCann
RECUSED: Frank S. Venezia

V. Communications

- **NO COMMUNICATIONS TO REPORT.**

No communications to report.

VI. Old Business

- **PLANNING BOARD/ECONOMIC DEVELOPMENT UPDATE (LESLIE)**

There is nothing new to report.

VII. New Business

- **FINANCIAL STATEMENTS 9/30/20 (MAIKELS)**

Mr. Maikels reported the year to date actual is in line with the revised budget, adjusted for the COVID pandemic.

- **BIDA COVID-19 GRANT PROGRAM COMMITTEE RECOMMENDATIONS OF GRANTS (KOTLOW)**

Mr. Kotlow reported the committee reviewed and recommended 7 new complete applications submitted to the COVID-19 Small Business State Disaster Emergency Grant totally \$3,363.77. No one attended from the public to comment or submitted written comment.

- **K. RESOLUTION APPROVING COVID-19 SMALL BUSINESS GRANTS**

WHEREAS, Town of Bethlehem Industrial Development Agency (the Agency) is a public benefit corporation authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the Enabling Act) and Chapter 582 of the 1973 Laws of New York, as amended constituting Section 909-b of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the Act) to encourage economic growth in the Town of Bethlehem; and

WHEREAS, the Agency intends to implement New York State Chapter 109 of the Laws of 2020 amending section 858 of the General Municipal Law (State Legislation) which allows the Agency to provide grants to small businesses or not-for-profits for the purpose of purchasing personal protective equipment (PPE) and other fixtures (Fixtures) necessary to prevent the spread of COVID-19;

WHEREAS, the Agency has received applications from Bicentennial Realty Inc., Kelly Anne's Salon Inc. d/b/a Bombshell Hair and Beauty Studio Uptown, Baker and the Bass Player LLC d/b/a Bake for You, Share the Vine LLC d/b/a Twisted Vine, The Two Betty's LLC d/b/a Perfect Blend, Los Panchos Inc. and Bethlehem Area YMCA for grants by the Agency of \$500.00 for each applicant; and

WHEREAS, the applicants:

- a. are physically located in the Town of Bethlehem,
- b. were in operation as of 3/7/2020,
- c. have not more than 50 full-time employees (FTEs) as of 3/7/2020 and as of the
- d. date of the application,
- e. conduct business within the Town,
- f. have been negatively affected by the State disaster emergency,
- g. had been financially viable as of 3/7/2020 and as of the date of the application,
- h. have provided proof satisfactory to the Agency of the purchase of PPE and/or installation of PPE and fixtures,
- h. have provided financial statements or internally prepared financial statements for the most recent fiscal year,
- i. have provided a list of loans and grants the applicant has received or applied for with a similar purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TOWN OF BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency approves grants to the above named applicants for the amounts specified above conditioned upon the applicants executing a Grant Agreement with the Agency; and

Section 2. The Agency hereby authorizes the Chairman or the Executive Director to execute the Grant Agreement and to take all steps necessary to implement this Resolution; and

Section 3. This Resolution shall take effect immediately.

RESULT: APPROVED [UNANIMOUS]
MOVER: Catherine Hedgeman, Board Member
SECONDER: Victoria Storrs, Board Member/Vice Chair
AYES: Venezia, Storrs, Kotlow, Maniccia, Kidera, Hedgeman
ABSENT: Tim McCann

- **EMPLOYMENT ANALYSIS 12/31/19 (CONNOLLY)**

The employment analysis by project is available for review. Mr. Connolly noted he is following up on the job number reported for Air Products.

There was a brief discussion of the status of the Agency's effort to claw back fees and tax benefits from Monolith.

VIII. Future Meetings

- **THE NEXT REGULAR MEETING IS SCHEDULED FOR FRIDAY, NOVEMBER 20, 2020 8:00 A.M. REMOTE**

IX. Adjournment

Motion To: Adjourn

RESULT: ADJOURN [UNANIMOUS]
MOVER: Richard Kotlow, Board Member/Assistant Secretary
SECONDER: David Kidera, Board Member
AYES: Venezia, Storrs, Kotlow, Maniccia, Kidera, Hedgeman
ABSENT: Tim McCann

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF NET ASSETS
October 31, 2020

ASSETS	<u>October 31, 2020</u>
Current Assets	
Checking/Savings	
200.04 Cash-M&T Bank Agency Account	228,754.31
200.05 Cash-Trustco CD	201,450.00
Total Checking/Savings	<u>430,204.31</u>
Other Current Assets	
380 Fee Receivable	16,019.94
480 Prepaid Expense	320.84
Total Other Current Assets	<u>16,340.78</u>
Total Current Assets	<u>446,545.09</u>
TOTAL ASSETS	<u><u>446,545.09</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
601 Accrued Expenses	19,046.31
Total Current Liabilities	<u>19,046.31</u>
Total Liabilities	<u>19,046.31</u>
Equity	
924 Net Assets	
924.3 Net Assets-Unassigned	427,498.78
Total 924 Net Assets	<u>427,498.78</u>
TOTAL LIABILITIES & EQUITY	<u><u>446,545.09</u></u>

Attachment: October Financials (6517 : Financials)

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF REVENUE AND EXPENSES
October 31, 2020

ORDINARY INCOME/EXPENSE

Income

2116 FEE INCOME 17743.35

2116.1 PSEG ENERGY REIMB 37459.74

Total Income 55203.09

Expenses

6460.1 Salaries and Wages 24284.04

6460.4 Contractual Expenses 59880.62

6460.8 Employee Benefits 5444.52

Total Expenses 89609.18

NET ORDINARY INCOME (34406.09)

Other Income (Expense)

2401 Interest Income 1583.16

6460.8 Grants for Economic Dev. (5528.77)

Total Other Income (Expense) (3945.61)

NET INCOME (38351.70)

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
 BUDGET VS ACTUAL
 October 31, 2020

	Oct-20	YTD Budget	Variance	Annual Budget
Ordinary Income/Expense				
Income				
2116 Fee Income	17743.35	14786.68	2956.67	17744.00
2106.1 PSEG Energy Reimb	37459.74	30833.34	6626.40	37000.00
Total Income	55203.09	45620.02	9583.07	54744.00
Expenses				
6460.1 Salaries and Wages	24284.04	24284.00	0.04	24284.00
6460.4 Contractual Expenses	59880.62	62583.34	(2702.72)	75100.00
6460.8 Employee Benefits	5444.52	6762.50	(1317.98)	8115.00
Total Expenses	89609.18	93629.84	(4020.66)	107499.00
Net Ordinary Income	(34406.09)	(48009.82)	13603.73	(52755.00)
Other Income (Expense)				
2401 Interest Income	1583.16	2500.00	(916.84)	3000.00
6460.8 Grants for Economic Dev.	(5528.77)	0.00	(5528.77)	0.00
Total Other Income	(3945.61)	2500.00	(6445.61)	3000.00
Net Income	(38351.70)	(45509.82)	7158.12	(49755.00)

2021
ADMINISTRATIVE SERVICES CONTRACT

THIS AGREEMENT is made as of the 1st day of January, 2021, by and between the following parties:

TOWN OF BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having a principal place of business located at 445 Delaware Avenue, Delmar, New York 12054, party of the first part (hereinafter referred to as the “Agency”); and

TOWN OF BETHLEHEM, NEW YORK, a municipal corporation of the State of New York having a principal place of business located at 445 Delaware Avenue, Delmar, New York 12054, party of the second part (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 582 of the 1973 Laws of New York, as amended, constituting Section 909-b of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act (A) to make by-laws for the management and regulation of its affairs and (B) to appoint officers, agents and employees, to prescribe their qualifications and to fix their compensation and to pay the same out of funds of the Agency; and

WHEREAS, the Agency has employed an Chief Executive Officer/Executive Director (“Executive Director”) and Chief Financial Officer; and,

WHEREAS, pursuant to Section 858(6) of the Act, the Agency is authorized and empowered, with the consent of the Municipality, to use agents and employees of the Municipality, paying the Municipality its agreed proportion of the compensation or costs; and

WHEREAS, the Agency and the Municipality agree that the Municipality shall provide

Attachment: Administrative Services Contract 2021 v1 10-19-2020 (M1706232x7F824) (6520 : Services Agreement)

certain services of the staff of the Municipality and of the Municipality's Department of Economic Development and Planning ("Department"), to act as the staff of the Agency on a part-time basis in 2020; and

Whereas, the revenues of the Agency are variable, episodic and unpredictable, and

Whereas the Agency has adopted a policy requiring a fund balance of \$300,000.00 ("Fund Balance Policy"); and

WHEREAS, the Agency wishes to compensate the Municipality for the Services within the limitations of Agency revenue and Fund Balance Policy as set forth on Exhibit A;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I

DUTIES AND RESPONSIBILITIES OF THE MUNICIPALITY

SECTION 1.1. SERVICES. (i) The Municipality shall provide the services of the Department's Director ("Director") and Economic Development Coordinator ("Coordinator") and the Administrative Assistant to the Supervisor of the Municipality ("Administrative Assistant") to provide consulting services to the Agency on a part-time basis. The services of the Director shall be to report to the Agency at its regular and special meetings on projects under review by the Department, the Planning Board and Zoning Board of Appeals. The services of the of the Coordinator shall be to perform assignments for the Agency of about 13.125 hours per week and to report to the Agency at its regular and special meetings about projects assigned by the Agency and the Department relating to economic development in the Municipality. The services of the Administrative Assistant shall be to perform the duties of the Clerk of the Agency (maintaining the records of the Agency, following the Guidelines for IDA Meeting Notices and Minutes and acting as Records Access Officer) and to assist the Executive Director.

(ii) [Intentionally Omitted]

(iii) [Intentionally Omitted]

(iv) [Intentionally Omitted]

SECTION 1.2. TERM. The term of this Agreement shall be from January 1, 2021 through December 31, 2021. The services to be provided by the Municipality hereunder shall be provided only during the term of this Agreement.

SECTION 1.3. STAFF. To accomplish the foregoing services, the Municipality is empowered to use such additional staff of the Municipality as the Department and its Director shall deem necessary to accomplish the Municipality's obligations under this Agreement.

SECTION 1.4. OFFICE SPACE. The Municipality shall provide, maintain and equip suitable office space

for the Agency.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE AGENCY

SECTION 2.1 PAYMENTS. (A) Contribution. In full consideration for all the services performed by the Municipality in a manner satisfactory to the Agency, the Agency shall pay to the Municipality the amount set forth on Exhibit A annexed hereto and made a part hereof, and one-half of said amount shall be paid on June 15, 2021, and one-half shall be paid on December 15, 2021.

- (B) Expenses. [Intentionally Omitted]
- (C) Expense Budget. [Intentionally Omitted]

SECTION 2.2. RELEASE. The acceptance by the Municipality of the amount set forth in Section 2.1A hereof shall release the Agency from any and all claims, causes of action and liability to the Municipality, or to its legal representative; rising out of or relating to this Agreement.

SECTION 2.3. MEETINGS. The Agency shall notify the Municipality and the Department and its Director of all meetings of the governing body of the Agency.

SECTION III

CANCELLATION OF AGREEMENT

SECTION 3.1. RIGHT TO CANCEL. Either party shall have the right to cancel this agreement upon sixty (60) days written notice to the other party, for any of the following reasons:

(A) For Cause: Upon any breach, default, or other defect of performance or breach of any representation, warranty or covenant under this Agreement, the Municipality and/or the Agency may cancel this Agreement. In addition, any breach of responsibilities on the part of the Director, including but not limited to theft, pilfering, willful refusal to follow instructions of the Board of the Agency, dereliction of duties, inefficiency in performing his duties, or other acts of a like nature, all as determined by the Agency, the Agency may cancel this Agreement.

(B) Upon Cancellation: Upon either party exercising its right to cancel this Agreement pursuant to paragraph (A) above, the Agency shall pay the prorated amount of Contribution to the Municipality pursuant to this Agreement.

SECTION 3.2. PROCEDURE UPON CANCELLATION. Upon the cancellation of this Agreement, the

Municipality shall comply with the following cancellation procedures:

- (A) [Intentionally Omitted]
- (B) [Intentionally Omitted]

SECTION 3.3 OWNERSHIP OF DOCUMENTS. Upon expiration or cancellation of this Agreement, all finished and unfinished documents, data, studies and reports, and other property purchased by the Municipality with funds provided by the Agency pursuant to this Agreement, shall become the property of the Agency.

SECTION IV

RELATIONSHIP; INDEMNITY

SECTION 4.1. RELATIONSHIP. (A) The relationship of the Municipality to the Agency arising out of this Agreement shall be that of an independent contractor. The Municipality, in accordance with its status as an independent contractor, covenants and agrees that neither the Municipality, nor any of its officers or employees, will, by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Agency including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

(B) All personnel of the Municipality shall be within the employ of the Municipality only, which alone shall be responsible for their work, their direction, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Agency on account of any acts, omissions, liabilities or obligations of the Municipality or any person, firm, company, agency, association, corporation, or organization engaged by the Municipality as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature including, but not limited to, unemployment insurance and worker's compensation, and the Municipality hereby agrees to indemnify and hold harmless the Agency against any such liabilities.

SECTION 4.2. INDEMNITY. The Agency shall not be liable for any debts, liens or encumbrances incurred by the Municipality or its officers and employees. The Municipality hereby agrees to indemnify and save harmless, the Agency against any and all claims, liability, loss, damages, costs or expenses which the Agency may hereafter incur, suffer or be required to by reason of any negligent or willful act or omission of the Municipality in the performance of this Agreement.

SECTION V

MISCELLANEOUS PROVISIONS

SECTION 5.1. REQUIRED APPROVALS. (A) The Supervisor of the Municipality has executed this Agreement pursuant to motion adopted by the Board of the Municipality, on _____, 2020. This Agreement shall be executed at least in duplicate, and, after execution thereof, at least one copy thereof shall be permanently filed by the Municipality in the office of its Clerk.

(B) The Chairman of the Agency has executed this Agreement pursuant to Resolution adopted by the members of the Agency on November 20, 2020. This Agreement shall be executed at least in duplicate, and, after execution thereof, at least one copy thereof shall be permanently filed by the Agency in the records of the Agency.

SECTION 5.2. NOTICES. (A) All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

- (1) To the Agency:

Town of Bethlehem Industrial Development Agency
445 Delaware Avenue
Delmar, NY 12054
Attention: Chair

- (2) To the Municipality:

Town of Bethlehem
445 Delaware Avenue
Delmar, NY 12054
Attention: Supervisor

(B) The Agency and the Municipality may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.2. WAIVER. No waiver of any breach of any provision of this Agreement shall be binding unless the same shall be in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

SECTION 5.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Municipality to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agreement.

SECTION 5.4. ENTIRE AGREEMENT; AMENDMENTS. The foregoing contains the entire Agreement of the Agency and the Municipality and no modification thereof shall be binding unless the same is in writing and signed by the respective parties. This Agreement may not be amended, changed, modified,

altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 5.5. 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 5.6. APPLICABLE LAW. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of New York.

SECTION 5.7. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Agreement.

SECTION 5.8. BINDING EFFECT. All covenants and agreements herein contained by or on behalf of the Agency and the Municipality shall bind and inure to the benefit of the respective successors and assigns of the Agency and the Municipality, whether so expressed or not.

SECTION 5.9. ASSIGNMENT. The Municipality is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or of its power to execute this Agreement, to any other person or corporation, without the prior written consent of the Agency.

SECTION 5.10. LIMITATION OF LIABILITY. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York and the State of New York shall not be liable thereon, and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the general funds of the Agency. Notwithstanding any provision of this Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Municipality; and (B) if compliance with such request is reasonably expected to result in the incurrence by any member, officer, agent or employee of the Agency of any liability, fees, expenses or other costs, such person shall have received from the Municipality security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO FORM:

TOWN OF BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Agency Counsel

BY: _____
Chair

APPROVED AS TO FORM:

TOWN OF BETHLEHEM

BY: _____
Municipality Attorney

BY: _____
Supervisor

Attachment: Administrative Services Contract 2021 v1 10-19-2020 (M1706232x7F824) (6520 : Services Agreement)

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On the 20th day of November in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared Frank S. Venezia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On the ____ day of _____ in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared David VanLuven, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Attachment: Administrative Services Contract 2021 v1 10-19-2020 (M1706232x7F824) (6520 : Services Agreement)

Town of Bethlehem and Town of Bethlehem IDA
 2021 Administrative
 Services Contract
 Exhibit A

Position Allocation:	Budgeted Salary	Est. Hours per Week	Percent Allocation	Dollars Allocable to IDA
<u>Salaries</u>				
Director of Div. Econ Dev & Planning (Leslie)	120,537	6.00	16.0%	19,286
Administrative Aide (Nagengast)	62,847	4.00	11.4%	7,183
Economic Dev. Coordinator (Staubach)	55,313	18.75 ^a	35.0% ^b	19,360
<u>Fringes</u>				
Director Div. Econ Dev & Planning	32,213		16.0%	5,474
Administrative Aide	18,538		11.4%	2,119
Senior Planner/Economic Director	33,259		35.0% ^b	11,641
				65,061
<u>Other</u>				
Payroll, PILOT Billing & Tracking				16,000
Total Estimated Costs Incurred by the Town, for the benefit of the IDA				81,061
Agreed upon amount for Services for 2021 (not to exceed amount)				50,000

The Municipality will supply meeting space, video streaming/agenda service, website and other support as needed.

^a1/2 Time
^b70% of 1/2 time

Attachment: Administrative Services Contract 2021 v1 10-19-2020 (M1706232x7F824) (6520 : Services Agreement)